



VICTORIA
GOVERNMENT GAZETTE.

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No. 216]

WEDNESDAY, MARCH 26.

[1947

PUBLICATION OF "GOVERNMENT GAZETTE."

IT is hereby notified that, owing to the appointment of the Easter Holidays, the *Government Gazette* will be published on—

FRIDAY, THE 11TH APRIL, 1947,

in lieu of Wednesday, the 9th April, 1947.

J. J. GOURLEY,
Government Printer.

Melbourne, 14th March, 1947.

EASTER HOLIDAYS.

IT is hereby notified that on—

FRIDAY, THE 4TH,

SATURDAY, THE 5TH,

MONDAY, THE 7TH, and

TUESDAY, THE 8TH DAYS OF APRIL, 1947,

the Public Offices will be closed, such days being appointed by the *Public Service Act 1946* to be observed as holidays in the Public Offices throughout Victoria.

W. SLATER,
Chief Secretary.

Chief Secretary's Office,
Melbourne, 14th March, 1947.

No. 216.—2810/47.—PRICE 6d.; Quarterly, 8s. 2d.; Half-Yearly, 16s. 3d.; Yearly, 32s. 6d.

PUBLIC HALF-HOLIDAYS.

PROCLAMATION

By His Excellency the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

IN pursuance of the provisions contained in Part III. of the *Public Service Act 1946* (10 Geo. VI. No. 5124), I, the Governor of the State of Victoria, in the Commonwealth of Australia, by and with the advice of the Executive Council of the said State, do by this my Proclamation appoint the days and dates hereunder mentioned to be observed as Public Half-Holidays at the places respectively specified, viz.:—

Public Half-Holidays from the Hour of Twelve o'clock noon:—

THURSDAY, 17TH APRIL, 1947, throughout the Town of Hamilton.

WEDNESDAY, 26TH MARCH, 1947, throughout the North-west Riding of the Shire of Kerang.

WEDNESDAY, 16TH APRIL, 1947, throughout the township of Mansfield, in the Shire of Mansfield.

Given under my Hand and the Seal of the State of Victoria aforesaid, at Melbourne, this twenty-fifth day of March, in the year of our Lord One thousand nine hundred and forty-seven, and in the eleventh year of the reign of His Majesty King George VI.

(L.S.)

WINSTON DUGAN.

By His Excellency's Command,

W. SLATER,
Chief Secretary.

GOD SAVE THE KING!

Land Act 1928.

AREAS OF LANDS COMPRISED IN CERTAIN CLASSES DIMINISHED OR INCREASED.

PROCLAMATION

By His Excellency the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

WHEREAS by the *Land Act 1928* it is amongst other things enacted that the Governor in Council may, by Proclamation to be published in the *Government Gazette*, at any time diminish or increase the area of land comprised in any of the classes mentioned in Part I., Division 1, section 5, of the said *Land Act 1928*, but that the area of lands which may be sold by auction (Class 6) shall not be increased except as in certain cases in the said Act provided: Now therefore I, the Governor of the State of Victoria, in the Commonwealth of Australia, by and with the advice of the Executive Council of the said State, and in accordance with the provisions of sections 94 and 117 of the *Land Act 1928* aforesaid, do hereby diminish or increase (as the case may be) the areas of Crown lands comprised in Classes 6 and 7 respectively of the classes mentioned in section 5 of the *Land Act 1928* aforesaid to the extent set forth in the subjoined Schedule (that is to say):—

Schedule referred to.

CLASSES DIMINISHED OR INCREASED.

County.	Parish.	Allotment.	Section.	Area.	Diminished.	Increased.	Description.		
					Class.	Class.			
Grenville	..	Clarksdale	..	10c	G	A. R. P. 1 3 28	6	..	Fronting Cape Clear-road
Grenville	..	Scarsdale	..	3D	37	1 1 39	7	..	Enclosed with allotment 3B, section 37

Given under my Hand and the Seal of the State of Victoria aforesaid, at Melbourne, this eighteenth day of March, in the year of our Lord One thousand nine hundred and forty-seven, and in the eleventh year of the reign of His Majesty King George VI.

(L.S.)

WINSTON DUGAN.

By His Excellency's Command,

L. W. GALVIN,
Commissioner of Crown Lands and Survey.

GOD SAVE THE KING!

The Fisheries Acts.

PROHIBITION OF ALL FISHING IN OR THE TAKING OF FISH FROM CERTAIN WATERS FROM 1ST SEPTEMBER TO 31ST OCTOBER (BOTH DAYS INCLUSIVE) IN EACH YEAR.

PROCLAMATION

By His Excellency the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

I, THE Governor of the State of Victoria, in the Commonwealth of Australia, by and with the advice of the Executive Council of the said State, and in pursuance of the provisions of the Fisheries Acts and all other powers me enabling in that behalf, do by this my Proclamation prohibit all fishing in or the taking of fish from the following waters at any time during the period from the first day of September to the thirty-first day of October (both days inclusive) in each year:—

Avon River.—Below or downstream from Clydebank Bridge and in Lake Wellington within a quarter mile from any portion or point of the mouth of such river.

Lake Tyers.—The whole, together with Boggy Creek, Ironstone Creek, and Stony Creek which flow into the said lake.

Latrobe River.—Below or downstream from the Swing Bridge and in Lake Wellington within a quarter of a mile from any portion or point of the mouth of such river.

Mitchell River.—(a) Below or downstream from the waterworks or pumping station weir near Bairnsdale and in Lake King within the area near the mouth of such river in which netting is prohibited by Proclamation made the tenth day of January, 1933, and published in the *Government Gazette* of eleventh day of January, 1933;

(b) the channel or cut in the left bank of the Mitchell River, near Eagle Point, which joins such river and Jones Bay of Lake King;

(c) Jones Bay of Lake King within a radius of a quarter of a mile from the mouth of the channel or cut referred to in paragraph (b) where such cut enters the said bay;

(d) the backwater of the Mitchell River between the Clifton Creek Bridge and the junction of such backwater and the Mitchell River.

McLennan Straits.—The whole of McLennan Straits between Lake Wellington and Lake Victoria and also in Lakes Wellington and Victoria within a distance of a quarter of a mile from any portion or point where the waters of McLennan Straits join such lakes.

Nicholson River.—Below or downstream, and including the backwater of such river, from the Sarsfield Bridge on the Omeo Highway and within the area near the mouth of such river in which netting is prohibited by Proclamation made the nineteenth day of May, 1925, and published in the *Government Gazette* of twenty-seventh day of May, 1925.

North Arm.—The whole, including Mississippi Creek.

Perry River.—Below or downstream from Perry River Bridge on the Bengworden-road to the junction of such stream and the Avon River.

Salt Creek.—Below or downstream from the bridge on the Princes Highway and in Lake King within a quarter of a mile of any portion or point of the mouth of such creek.

Tambo River.—(a) Below or downstream from the Tambo River Bridge at Bruthen;

(b) Bridle Creek (a tributary of the Tambo River);

(c) the backwater of the Tambo River at Mossiface;

(d) within the area near the mouth of such river in which netting is prohibited by Proclamation made the twenty-first day of October, 1935, and published in the *Government Gazette* of twenty-third day of October, 1935.

Tom's Creek.—Below or downstream from the Bengworden-road Bridge and in Lake Victoria within a quarter of a mile from any portion or point of the mouth of such creek.

Given under my Hand and the Seal of the State of Victoria aforesaid, at Melbourne, this twenty-fifth day of March, in the year of our Lord One thousand nine hundred and forty-seven, and in the eleventh year of the reign of His Majesty King George VI.

(L.S.)

WINSTON DUGAN.

By His Excellency's Command,

W. SLATER,
Chief Secretary.

GOD SAVE THE KING!

The Fisheries Acts.

PROHIBITION OF ALL FISHING IN OR THE TAKING OF FISH FROM THE WOORI YALLOCK AND COCKATOO CREEKS AND THE LITTLE YARRA RIVER AND THEIR TRIBUTARIES FROM 1ST MAY TO 31ST AUGUST IN EACH YEAR.

PROCLAMATION

By His Excellency the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

I, THE Governor of the State of Victoria, in the Commonwealth of Australia, by and with the advice of the Executive Council of the said State, and in pursuance of the provisions of the Fisheries Acts and all other powers me enabling in that behalf, do by this my Proclamation—

- (a) revoke the Proclamation made the 31st day of October, 1929, and published in the *Government Gazette* of the 6th day of November, 1929, respecting fishing in the Cockatoo and Woori Yallock Creeks and their tributaries;
- (b) revoke the Proclamation made the 7th day of September, 1936, and published in the *Government Gazette* of the 9th day of September, 1936, respecting fishing in the Little Yarra River and its tributaries;
- (c) vary the Proclamation made the 7th day of May, 1946, and published in the *Government Gazette* of the 8th day of May, 1946, respecting fishing in the Yarra River and its tributaries by deleting therefrom all reference to the Little Yarra River, the Woori Yallock and Cockatoo Creeks, and their tributaries;
- (d) prohibit all fishing in or the taking of fish from the Little Yarra River, the Cockatoo and Woori Yallock Creeks, and their tributaries from the first day of May to the thirty-first day of August (both days inclusive) in each year.

Given under my Hand and the Seal of the State of Victoria aforesaid, at Melbourne, this twenty-fifth day of March, in the year of our Lord One thousand nine hundred and forty-seven, and in the eleventh year of the reign of His Majesty King George VI.

(L.S.)

WINSTON DUGAN.

By His Excellency's Command,

W. SLATER,
Chief Secretary.

GOD SAVE THE KING!

Health Acts.

CONSTITUTION OF A MEAT AREA.

PROCLAMATION

By His Excellency the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

BY virtue of the powers conferred by the Health Acts, I, the Governor of the State of Victoria, in the Commonwealth of Australia, on the recommendation of the Commission of Public Health and by and with the advice of the Executive Council of the said State, do by this my Proclamation constitute as a meat area, to be known as the Corangamite Meat Area—

(a) All that part of the municipal district of the Shire of Hampden: Commencing at a point on the Mount Emu Creek, being the boundary between the Counties of Hampden and Heytesbury, at the north-east angle of the Parish of Laang; and bounded thence westerly and south-westerly by that creek to the road forming the west boundary of subdivision 18 of allotment 13B, Parish of Garvoc; thence north-westerly by that road to the Prince's Highway; thence north-easterly by that highway to the west boundary of the Parish of Terang; thence northerly by that boundary and the west boundary of the Parish of Glenormiston, and east by the north boundary of the last-named parish to the Mount Emu Creek aforesaid; thence northerly along that creek to the north-western corner of Crown allotment 29A, Parish of Caramballac South; thence easterly along the northern boundary of the said allotment 29A, and by a line across a road to the north-western corner of allotment 36A in the last-named parish; thence easterly along the northern boundaries of allotments 36A and 37A, Parish of Caramballac South, and by a line across a road to the north-western corner of allotment 45A in the last-named parish; thence south along the west boundaries of allotments 45A and 45B, Parish of Caramballac South, to

the south-western corner of allotment 45B in the last-named parish; thence easterly along the northern boundaries of allotments 13A, 12A, 4A, 4B, 3A, and 3B, Parish of Caramballac South, allotments 24A, 24B, 21A, 13A, 12A, 5A, and 4A, Parish of Vite Vite, and allotments 105A, 106A, 107A, 108A, 123A, 124A, 125A, 122, 121, 120, and 118, Parish of Galla, to the intersection with the Gnarkeet Chain of Ponds Creek, being on the eastern boundary of the County of Hampden; thence southerly by the eastern boundary of the County of Hampden to the north boundary of the Parish of Poliah North, in the County of Grenville; thence east by that boundary and the north boundary of the Parish of Wilgul North to the Woody Yallock River; thence southerly by that river, and south-westerly and westerly by the southern margin of the Salt Lakes and Junction Creek to Lake Corangamite; thence southerly by the eastern margin, and northerly by the western margin of the said lake to the boundary between the Counties of Hampden and Heytesbury; thence westerly by the said county boundary to the point of commencement.

(b) The whole of the municipal district of the Shire of Heytesbury.

(c) All that part of the municipal district of the Shire of Mortlake: Commencing at a point at the south-east corner of the Parish of Keilambete; and bounded thence westerly by the southern boundary of the said parish, and the Parish of Framlingham East, to the Hopkins River at the south-western corner of the Parish of Framlingham East; thence northerly by the Hopkins River to the south-eastern corner of the Parish of Ballangeich; thence westerly and northerly by the boundaries of the said parish and the western boundary of the Parish of Yeth Youang to Muston's Creek; thence north-easterly by the said creek to the south-western corner of the Parish of Hexham West; thence northerly by the western boundary of the last-named parish to the north-western corner thereof; thence westerly and north-easterly by the boundaries of the Parish of Chatsworth West to the southern boundary of Patterson-street, in the Township of Chatsworth; thence easterly by the said street to the Hopkins River; thence northerly by the said river to the north-eastern corner of allotment 55A, Parish of Towanway; thence east by the road on the northern boundary of the said allotment, through the Parishes of Towanway, Woorndoo, Eilyar, and Terrinallum, to the junction with Mount Emu Creek, on the north-eastern corner of allotment 22A, Parish of Terrinallum; thence southerly by the said Mount Emu Creek to the south-eastern corner of the Parish of Wooriwrite; thence westerly by the southern boundary of the last-named parish to the south-western corner thereof; thence southerly by the eastern boundaries of the Parishes of Kolora and Keilambete to the point of commencement.

(d) All that part of the municipal district of the Shire of Warrnambool: Commencing at a point at the north-eastern corner of allotment 31A, Parish of Garvoc; and bounded thence easterly by the southern boundary of the Parish of Keilambete to the intersection of the said boundary with the Prince's Highway; thence southerly and south-westerly by the said highway to the south-eastern corner of allotment 12B, Parish of Garvoc; thence southerly and south-easterly by a road to Mount Emu Creek; thence easterly by the said creek to the eastern boundary of the Parish of Laang; thence southerly and westerly by the eastern and southern boundaries of the last-named parish to a point at the south-western angle of allotment 65; thence northerly by the western boundaries of allotments 65, 30, 29, 28A, 23, 23A, 23B, 23C, 124, and 69 of the said parish to a point at the north-western angle of allotment 69; thence westerly by the southern boundary of allotment 97C to a point where the said boundary intersects a prolongation of the north-eastern boundary of allotment 40B, Parish of Garvoc, and north-westerly by the said prolongation and boundary to the Prince's Highway; thence north-easterly along the said highway to a point at the south-western angle of allotment 38B, northerly by a road to a point at the north-eastern angle of Bostock's Pre-emptive Right, westerly by a road along the northern boundary of the said Pre-emptive Right to a point at the south-west corner of allotment 35A; and thence northerly by a road to the point of commencement.

This Proclamation shall take effect on the 1st day of March, 1948.

Given under my Hand and the Seal of the State of Victoria aforesaid, at Melbourne, this eighteenth day of March, in the year of our Lord One thousand nine hundred and forty-seven, and in the eleventh year of the reign of His Majesty King George VI.

(L.S.)

WINSTON DUGAN.

By His Excellency's Command,

WM. BARRY,
Minister of Health.

GOD SAVE THE KING!

Health Acts.

CONSTITUTION OF A MEAT AREA.

PROCLAMATION

By His Excellency the Governor of the State of Victoria, and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

BY virtue of the powers conferred by the Health Acts, I, the Governor of the State of Victoria, in the Commonwealth of Australia, on the recommendation of the Commission of Public Health and by and with the advice of the Executive Council of the said State, do by this my Proclamation constitute as a meat area, to be known as the Cranbourne Meat Area, that portion of the municipal district of the Shire of Cranbourne described hereunder, namely:—

All that piece of land, containing twenty-nine acres fifteen and nine-tenths perches, being lots 16 to 20 (both inclusive) on plan of subdivision No. 3362, lodged in the Office of Titles, and being part of allotment 49A, Parish of Langwarrin, County of Mornington.

Given under my Hand and the Seal of the State of Victoria aforesaid, at Melbourne, this eighteenth day of March, in the year of our Lord One thousand nine hundred and forty-seven, and in the eleventh year of the reign of His Majesty King George VI.

(L.S.) WINSTON DUGAN.

By His Excellency's command,

WM. BARRY,
Minister of Health.

GOD SAVE THE KING!

APPOINTMENTS.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, has, by Orders made on the 18th day of March, 1947, been pleased to make the following appointments, viz.:—

DEPARTMENT OF CHIEF SECRETARY.
Assistant to Inspector of Fisheries.

PERCY ARTHUR POSTLETHWAITE,
pursuant to the provisions of the Fisheries Acts, to be an Assistant to the Inspector of Fisheries.

Officer in Charge (Acting) of Gaol.

ELLIS MICHAEL OWENS
to be Officer in Charge (acting) of the Sale Gaol, from the 24th March, 1947, to the 13th April, 1947, during the absence on leave of Edwin Gordon McMillan.

DEPARTMENT OF HEALTH.

Members of Commission of Public Health.

WALTER ERNEST SUMMONS, M.D., D.P.H., O.B.E.,
medical practitioner,
FRANK VICTOR GORDON SCHOLDS, C.M.G., M.D., D.P.H.,
medical practitioner,
Councillor EDWARD CHARLES RIGBY, C.B.E., representing
Metropolitan Municipalities,
Councillor JOHN ANDREW MICHELSEN, J.P., representing
Cities, Towns, and Boroughs other than Metro-
politan Municipalities,
Councillor REGINALD GERARD HOBAN, LL.B., representing
Shires other than Metropolitan Municipalities, and
Councillor ALEXANDER MERCER KING, O.B.E.,
to be members of the Commission of Public Health, for a
term of three years from the 24th March, 1947, pursuant
to section 8 of the *Health Act 1928*.

Director of Mental Hygiene.

Dr. JOHN CATARINICH
to be Director of Mental Hygiene, from 1st May, 1947, to
12th November, 1947.

President, Pharmacy Board of Victoria.

ALLAN WILLIAM CALLISTER
to be President, Pharmacy Board of Victoria, for year
commencing 12th February, 1947.

Acting Director of Mental Hygiene.

Dr. JOHN KELLERMAN ADEY
to be Acting Director of Mental Hygiene, *vice* Dr. John
Catarinich, on leave, from 4th March, 1947.

Clerks (Acting) of Mental Hospitals.

WILLIAM JOHN ALEXANDER RAE
to be Acting Clerk of the Kew Mental Hospital, *vice*
William Clement Ball, on leave, from 2nd March, 1947;
and

ALLAN BAYNE
to be Acting Clerk of the Mont Park Mental Hospital,
vice Arthur Roy Stanes, on leave, from 24th February,
1947.

Government Representatives on Hospital Management Committees.

MAURICE CUNNINGHAM JAMES

to be Government Representative on the Committee of
Management of the Hamilton and District Base Hospital,
vice Keith Harold Pittock, resigned;

ALFRED HORACE DAWBORN

to be Government Representative on the Committee of
Management of the Austin Hospital, for cancer and chronic
diseases, from the 10th February, 1947;

WILLIAM SHEARER PHILIP, F.C.A. (Aust.),

to be Government Representative on the Committee of
Management of the Alfred Hospital, from the 10th Febru-
ary, 1947;

CHARLES REGINALD HOLMAN

to be Government Representative on the Committee of
Management of the Bairnsdale District Hospital, from the
10th February, 1947;

LEONARD MADDERN, F.I.A.C.,

to be Government Representative on the Committee of
Management of the Ballarat and District Base Hospital,
from the 10th February, 1947;

WILLIAM COWLING, A.I.C.A.,

to be Government Representative on the Committee of
Management of the Bendigo Benevolent Home, from the
10th February, 1947;

STANLEY STOOKE

to be Government Representative on the Committee of
Management of the Casterton Memorial Hospital, from the
10th February, 1947;

HENRY ARTHUR PITT, C.M.G., O.B.E.,

to be Government Representative on the Committee of
Management of the Children's Hospital, from the 10th
February, 1947;

ANDREW NOWALL WALLS, A.I.C.A., A.A.I.S.,

to be Government Representative on the Committee of
Management of the Colac District Hospital, from the 10th
February, 1947;

EDWARD CLYDE MORRISON, A.F.I.A.,

to be Government Representative on the Committee of
Management of the Echuca District Hospital (Inc.), from
the 10th February, 1947;

PERCY NEILSON, F.C.A.,

to be Government Representative on the Committee of
Management of the Geelong and District Hospital
(Kitchener Memorial), from the 10th February, 1947;

Sir HERBERT HORACE OLNEY

to be Government Representative on the Committee of
Management of Mount Royal, from the 10th February,
1947;

FREDERICK JOSEPH RYAN

to be Government Representative on the Committee of
Management of the Ovens Benevolent Home (Beechworth),
from the 10th February, 1947;

KEITH ANDERSON ZWAR

to be Government Representative on the Committee of
Management of the Ovens District Hospital, from the 10th
February, 1947;

WILLIAM JOHN JUNGWIRTH, A.I.C.A., J.P.,

to be Government Representative on the Committee of
Management of the Prince Henry's Hospital, from the 10th
February, 1947;

WILLIAM MITCHELL

to be Government Representative on the Committee of
Management of the St. Arnaud District Hospital, from the
10th February, 1947;

WILLIAM JAMES NORMAN

to be Government Representative on the Committee of
Management of the Swan Hill District Hospital, from the
10th February, 1947;

GORDON EDWARD NEWTON, A.C.A. (Aust.),
to be Government Representative on the Committee of
Management of the Talbot Colony for Epileptics, from the
10th February, 1947;

JOHN JEPSON STANISTREET, A.C.A. (Aust.),
to be Government Representative on the Committee of
Management of the Bendigo and Northern District Base
Hospital, from the 10th February, 1947;

FREDERICK ALEXANDER ROBERTSON, F.C.A.,
to be Government Representative on the Committee of
Management of the Camperdown District Hospital, from
the 10th February, 1947;

JAMES OGILVY, F.C.A. (Aust.), Dip. Com.,
to be Government Representative on the Committee of
Management of the Dental Hospital of Melbourne, from
the 10th February, 1947;

ALFRED JAMES JENNINGS, J.P.,
to be Government Representative on the Committee of
Management of the Inglewood Hospital, from the 10th
February, 1947;

RICHARD CHARLES ROE, L.I.C.A.,
to be Government Representative on the Committee of
Management of the Nhill Hospital, from the 10th February,
1947;

ADOLF ALEXANDER FITZGERALD, F.C.A. (Aust.), Dip. Com.,
to be Government Representative on the Committee of
Management of the Queen Victoria Memorial Hospital,
from the 10th February, 1947;

GEORGE INGRAM STEVENSON, F.C.A. (Aust.),
to be Government Representative on the Committee of
Management of the Victorian Eye and Ear Hospital, from
the 10th February, 1947;

JOHN RYAN
to be Government Representative on the Committee of
Management of the Wangaratta District Base Hospital,
from the 10th February, 1947;

LESLIE CHARLES TRIST, F.C.A. (Aust.),
to be Government Representative on the Committee of
Management of the Williamstown and District General
Hospital, from the 10th February, 1947; and

HERBERT HENDY TROUNCE
to be Government Representative on the Committee of
Management of the Yarram and District Hospital, from the
10th February, 1947.

Trustees of Cemeteries.

JOSEPH DAVIS
to be a Trustee of the Ararat Public Cemetery;
LANCELOT ARTHUR FREEMAN
to be a Trustee of the Castlemaine Public Cemetery;
HERBERT JOHN BILLET
to be a Trustee of the Cathcart Public Cemetery, *vice*
F. W. Hastings, deceased;

THE COUNCIL OF THE SHIRE OF CHARLTON
to be Trustee of the Charlton Public Cemetery, *vice* James
Spain, J. B. Cook, J. T. Wright, W. O'Connor, C. W.
Curnow, and J. C. Johnstone—all resigned, Harry Dew,
A. Johnson, and G. R. Hodgson—deceased, and A. T. Harris
—left district;

BERNARD WILLIAM EGAN,
ALLAN JAMES ARNOLD, and
JOHN VINCENT BRASIER,
to be Trustees of the Culgoa Public Cemetery;
FRANCIS ZACHER, and
VINCENT CUMMINS,

to be Trustees of the Heyfield Public Cemetery, *vice* Henry
Burley, deceased, and Thomas Fogarty, deceased, respec-
tively;

RICHARD ARTHUR WADSON, and
(Rev.) NICHOLAS MORRISSEY,
to be Trustees of the Nillumbik Public Cemetery;
JOHN HENRY CAUSON,
CHARLES THOMAS TYRRELL, and
NORMAN SMITH,

to be Trustees of the Smythesdale Public Cemetery, *vice*
H. W. Baglin, resigned, Harold Bowers, resigned, and James
Mahoney, left district, respectively;

THOMAS WILLIAM MURFETT
to be a Trustee of the Terang Public Cemetery, *vice* T.
Allen, resigned; and

JAMES LONIE PRESCOTT
to be a Trustee of the Yarrowonga Public Cemetery, *vice*
William Lonie Prescott, deceased.

DEPARTMENT OF LANDS AND SURVEY.

Bailiffs of Crown Lands.

NOEL CRAVEN BOLTON,
LOVELL DAVID FINDLAY,
RONALD JAMES GRAY,
ANDREW ROWLAN LATTA,
CHARLES WILLIAM MORLEY,
ROY GEORGE PEARCE, and
ARTHUR ALLAN ROBERTS (Inspectors of Land Settle-
ment),
to be Bailiffs of Crown Lands, without salary.

DEPARTMENT OF LAW.

Magistrates.

ERNEST JOHN EDWARDS, 49 Albion-road, Glen Iris,
DONALD MCKELLIN, 46 Elizabeth-street, Melbourne,
WILLIAM EDWARD NEWTON, Portsea, and
WILLIAM ASCOT DONOHUE, 6A Woolcock-avenue, East
Kew,
to Keep the Peace in the Central Bailiwick of the State
of Victoria.

Clerk of Children's Court.

EDWARD GEORGE FISHER
to be Clerk of the Children's Court at Healesville,
Lilydale, and Warburton, during the absence on annual
leave of F. A. Wood.

Commissioner for Taking Declarations, &c.

LYNDAL FAULKNER. DAVIS, 413 Point Nepean-road,
Chelsea,
to be a Commissioner for taking Declarations and Affidavits,
pursuant to the provisions of Division 8 of Part IV. of the
Evidence Act 1928, to resign upon removing from the
neighbourhood of the address stated.

DEPARTMENT OF TREASURER.

Collector of Imposts and Secretary to Tender Board (Acting).

WILLIAM PATRICK JOSEPH GARDINER
to act as Collector of Imposts and Secretary to the State
Tender Board, during the absence of W. H. Rutherford,
on leave.

Acting Public Trustee.

COLIN JAMES GARDNER
to be Acting Public Trustee, during the absence of the
Public Trustee, for the period 23rd March, 1947, to 30th
June, 1947, both dates inclusive, pursuant to the provisions
of section 6 of the *Public Trustee Act 1939* (No. 4654).

DEPARTMENT OF WATER SUPPLY.

Waterworks Trusts Commissioners.

JAMES VINCENT MURPHY,
BERTHOLD JOHANN WILHELM MULLER, and
CARL WILHELM SCHMIDT,
to be Commissioners of the Murrayville Waterworks Trust,
and to hold office as such for a period of four years from
the date hereof, subject to the provisions of the Water
Acts; and
DAVID WILLIAM HAWTHORNE, and
NEVILLE HALL BISHOP,
to be Commissioners of the Kerang Waterworks Trust,
and to hold office as such for a period of four years from
the date hereof, subject to the provisions of the Water
Acts.

C. W. KINSMAN,

Clerk of the Executive Council.

At the Executive Council Chamber,
Melbourne, 18th March, 1947.

APPOINTMENTS.

HIS Excellency the Governor of the State of Victoria, by
and with the advice of the Executive Council thereof,
has, by Order made on the 25th day of March, 1947, been
pleased to make the under-mentioned appointments, viz.:—

DEPARTMENT OF LANDS AND SURVEY.

Trustees of Site.

HENRY CECIL COLVILLE (in the place of Crawford Henry
Mollison, resigned) and
JOHN AUSTIN CAHILL (additional Trustee)
to be Trustees of the land permanently reserved on the
14th March, 1882, as a site for a Hall and Library for the
use of the Medical Society of Victoria and for other
Scientific purposes at East Melbourne.

C. W. KINSMAN,

Clerk of the Executive Council.

At the Executive Council Chamber,
Melbourne, the 25th March, 1947.

RESIGNATIONS.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, has, by Orders made on the 18th day of March, 1947, accepted the resignations of the persons named hereunder of the offices mentioned, viz.:—

DEPARTMENT OF CHIEF SECRETARY.

CHARLES GAVAN DUFFY, as a Licensing Inspector for each and every Licensing District in the State of Victoria, to date from and inclusive of the 8th March, 1947.

DEPARTMENT OF LANDS AND SURVEY.

ALBERT ALPHONSUS BURNS, Clerk, Class "D," Administrative Division, as an officer of the Public Service of the State of Victoria, from and inclusive of 14th February, 1947.

DEPARTMENT OF LAW.

WILLIAM HARCOURT BAIRD, as a Commissioner for taking Declarations and Affidavits, pursuant to the provisions of the *Evidence Act 1928*.

C. W. KINSMAN,
Clerk of the Executive Council.

At the Executive Council Chamber,
Melbourne, 18th March, 1947.

PUBLIC SERVICE OF VICTORIA.—VACANCIES.

APPPLICATIONS will be received by the Public Service Board, up to Saturday, the 12th April, 1947, from persons employed in the Public Service of Victoria, who are eligible and qualified, for appointment to the undermentioned positions:—

ADMINISTRATIVE DIVISION.

Clerk, Class "C1" (Land Officer, Ballarat), Department of Lands and Survey.

Yearly Salary.—£449, minimum; £579, maximum.

Duties.—To deal with Land Settlement applications; to conduct Crown land sales by action, Local Land Boards, and other inquiries; to keep records of survey orders and accounts in connexion therewith, and to issue orders for payment of survey fees, &c.

Qualifications.—To possess a general knowledge of the Land and Closer Settlement Acts and of the regulations, &c., thereunder, and to be experienced in draughting work, particularly in charting on plans from surveyors' field notes, and in dealing with the public.

Works Accountant, Class "C1" (Nambrok-Denison), Department of Water Supply.

Yearly Salary.—£449, minimum; £579, maximum.

Qualifications.—To possess ability to supervise and direct a large staff, and a sound knowledge of Government accounting procedure and of costing principles. To be familiar with Arbitration Court awards and conditions, and with the administration of a large construction camp. Accountancy qualifications are desirable.

PROFESSIONAL DIVISION.

District Agricultural Officer, Class "B" (Wimmera District), Department of Agriculture.

Yearly Salary.—£592, minimum; £644, maximum.

Duties.—Subject to the Agricultural Superintendent to act as District Agricultural Adviser, make field investigations as required, conduct demonstrations, deliver lectures, and write articles for publication.

Qualifications.—To possess a degree in Agricultural Science, practical experience of agricultural problems of the district concerned, experience in the growing of farm crops, a knowledge of modern farm practice, and literary ability.

Manager, Bendigo Depot, Class "B," Department of Water Supply.

Yearly Salary.—£592, minimum; £644, maximum.

Duties.—To manage and control maintenance and repair of mechanical plant and issue of stores at the Bendigo Central Workshop and Depot.

Qualifications.—To have had experience in a responsible capacity in the administration of a large organization, to have a good general knowledge of engineering workshop management, and to have had experience in the control, operation, and repair of mechanical plant, including all forms of motor transport and large earth moving equipment.

Chief Forester, "C2," Department of State Forests.

Yearly Salary.—£527, minimum; £579, maximum.

Duties.—To supervise and control all forest activities in a Forest District.

Qualifications.—To be a graduate of the School of Forestry, Creswick, or the holder of a Science Degree (Forestry), or a Diploma in Forestry, and to have had approved experience in the administration of a Forest District, and proved ability to control staff.

Assistant, Classes "E" and "D," Public Library Branch, Department of Chief Secretary.

Yearly Salary.—£143, minimum; £436, maximum.

Duties.—To assist generally in the professional work of the Public Library.

Qualifications.—An applicant must not be less than 15 years of age nor more than 21 years of age (or 25 years of age in the case of a discharged serviceman), and must have passed examinations qualifying him to enter the University of Melbourne, or such examinations as the Board may deem equivalent.

TECHNICAL AND GENERAL DIVISION.

Assistant Reservoir Keeper (Torrumbarry Weir), Department of Water Supply.

Yearly Salary.—£286, minimum; £312, maximum.

Duties.—To carry out, under the supervision of the Reservoir Keeper, maintenance or construction work on the embankments, and to supervise workmen engaged on work of this nature.

Qualifications.—To have a thorough knowledge of earthwork, concrete and stone work, and experience in the use of wire ropes and steam winches, to be in good health, able to swim, and familiar with river work; to be capable of carrying out the necessary clerical work in connexion with the making of reports, preparation of wages sheets, and recording of stores.

Gardener, Grade III., Botanic Gardens, Department of Lands and Survey. (Six vacancies.)

Yearly Salary.—Juniors according to age; adults £266 minimum; £292 maximum.

Duties.—To have charge of a sub-section, and carry out such gardening and other duties as may be directed.

Qualifications.—To possess a sound knowledge of gardening; to have had experience in the cultivation of plants, and to know their botanical names; and to be familiar with the soil requirement of plants.

Assistant (Female), Grade IV., Motor Registration Branch, Office of the Chief Commissioner of Police, Department of Chief Secretary.

Yearly Salary.—£247, minimum; £260, maximum.

Duties.—To conduct correspondence relative to engine number queries, and to trace the history of substituted engines and note on records. To keep up to date office records of engine numbers of new models as to makes and horse-power.

Qualifications.—To be a competent clerk and typist; to have a general knowledge of the types and locations of engine number stampings, and to be capable of identifying makes and types of engines from engine numbers.

Shorthand Writer and Typist (Female), Grade II., Crown Solicitor's Office, Department of Law.

Yearly Salary.—£247, minimum; £260, maximum.

Duties.—To carry out duties as a typist and stenographer in the Common Law Branch.

Qualifications.—To be a competent typist and stenographer, with experience in taking notes in shorthand in connexion with litigious matters, and ability to set out and type legal documents in the proper form.

Assistant Laundress, Mental Hospital, Kew, Department of Health.

Yearly Salary.—£220, minimum; £233, maximum.

Duties.—To assist in laundry.

Qualifications.—Ability to operate laundry machinery.

NOTE.—In addition to the salary rates quoted, a cost of living adjustment at the rate of £24 a year in the case of minors, £32 a year in the case of adult females, and £48 a year in the case of adult males, is payable. The rates are subject to variation in accordance with the rise or fall in the index numbers of the cost of living.

By order,

E. F. FITZGIBBON,
Secretary.

Office of the Public Service Board,
Melbourne, 25th March, 1947.

PUBLIC SERVICE (PUBLIC SERVICE BOARD)
REGULATIONS 36A.

NOTICE is hereby given that the Public Service Board has raised the classification of an office of Assistant Government Geologist, Class "BI," Professional Division, Department of Mines, to Assistant Chief Government Geologist, Class "A" (£761), Professional Division, and that the Permanent Head of the Department has recommended Curt Teichert for appointment thereto.

Duties.—To supervise the work of the field geological staffs, to conduct geological surveys, prepare plans and reports thereon, and undertake and supervise specialized studies in economic and other branches of geology.

Qualifications.—To hold a University Degree with Geology as a major subject, and to have had extensive experience in geological surveying and research, and in the supervision of such work.

Appeals against such recommendation should be lodged with the Secretary to the Public Service Board not later than Wednesday, the 9th April, 1947.

By order,

E. F. FITZGIBBON,
Secretary.

Office of the Public Service Board,
Melbourne, 25th March, 1947.

SOILS CONSERVATION OFFICER, DOOKIE AGRICULTURAL COLLEGE, DEPARTMENT OF AGRICULTURE.

TEMPORARY APPOINTMENT.

APPLICATIONS will be received by the Public Service Board up to Saturday, the 12th April, 1947, from persons employed in the Public Service of Victoria, who are qualified, for appointment to the above-mentioned position.

Salary.—£325 a year, plus £48 cost of living adjustment. The rate is subject to variation in accordance with the rise or fall in the index numbers of the cost of living. A charge of £52 a year will be made for board and lodging.

Duties.—Under the direction of the Farm Manager to plan soil conservation measures and to supervise the actual operations undertaken in the paddock to prevent, control, and remedy soil erosion. To keep records, including working costs, and to demonstrate to students and visitors the work of the College in soil conservation.

Qualifications.—To possess the Diploma of Dookie Agricultural College or similar qualification, and ability to take levels. Experience in soil conservation work is essential.

By order,

E. F. FITZGIBBON,
Secretary.

Office of the Public Service Board,
Melbourne, 25th March, 1947.

Public Service Act 1946, Section 50.

REGULATIONS.—PART III.—SALARIES, INCREMENTS, AND ALLOWANCES.

THE Public Service Board, in pursuance of the powers conferred by the Public Service Act 1946, hereby amends its Regulations as shown below:—

SIXTH SCHEDULE.

TEMPORARY EMPLOYEES.

Designations of Positions and Rates of Salaries.

Department and Designation of Position.	Yearly Rate of Salary.		Increments (Annual).
	Minimum.	Maximum.	
DEPARTMENT OF AGRICULTURE.	£	£	
DOOKIE AGRICULTURAL COLLEGE.			
Add— Waiter, Head	286*	..

This Regulation shall have effect as on and from the 1st February, 1947

* Less deduction of £52 a year for board and lodging.

D. D. PAINE, Chairman.

E. F. FITZGIBBON, Secretary.

Office of the Public Service Board,
Melbourne, 17th March, 1947.

PUBLIC SERVICE (PUBLIC SERVICE BOARD) REGULATION 36A.

NOTICE is hereby given that the Public Service Board has raised the classification of four (4) positions of Draughtsman, Professional Division, Department of Lands and Survey, from Class "E" to Class "D" (£364-£436), and that the Permanent Head of the Department has recommended the undermentioned officers for appointment thereto.

Duties.	Qualifications.	Names of Officers Recommended.
To compile plans for reproduction, to draw plans from surveyors' field notes, and miscellaneous draughting work, including the required computations	To have passed Grade III. Land Surveying at a Technical School, or other approved examinations in Land Surveying and to be a competent survey draughtsman, thoroughly conversant with survey computations and the compilation of plans for reproduction.	McDonald, B. H., Tinning, A. L., Rankin, I. R., Edwards, F. H.

Appeals against the above recommendation should be lodged with the Secretary to the Public Service Board not later than Wednesday, the 9th April, 1947.

By order,

E. F. FITZGIBBON,
Secretary.

Office of the Public Service Board,
Melbourne, 25th March, 1947.

Public Service Act 1946, Section 50.

REGULATIONS—PART III.—SALARIES, INCREMENTS, AND ALLOWANCES.

THE Public Service Board, in pursuance of the powers conferred by the *Public Service Act 1946*, hereby amends its Regulations as shown below:—

SECOND SCHEDULE.
TECHNICAL AND GENERAL DIVISION.
Offices and Rates of Salaries.

Department and Office.	Yearly Rate of Salary.	
	Minimum.	Maximum.
	£	£
DEPARTMENT OF CHIEF SECRETARY. CHILDREN'S WELFARE.		
<i>Revoke—</i> Social Worker (Female)	249	288
DEPARTMENT OF HEALTH. MATERNAL AND CHILD HYGIENE.		
<i>Revoke—</i> Social Worker (Female), Children's Court Clinic	234	273
MENTAL HYGIENE. <i>General Staff—Females.</i>		
<i>Revoke—</i> Social Worker	249	288
<i>This Regulation shall come into effect on the 23rd March, 1947.</i>		

D. D. PAINE, Chairman.
E. F. FITZGIBBON, Secretary.

Office of the Public Service Board,
Melbourne, 17th March, 1947.

Public Service Act 1946, Section 39.

REGULATIONS—PART III.—SALARIES, INCREMENTS AND ALLOWANCES.

THE Public Service Board, in pursuance of the powers conferred by the *Public Service Act 1946*, hereby amends its Regulations as shown below:—

FIRST SCHEDULE.
PROFESSIONAL DIVISION.
Offices and Rates of Salaries.

Office.	Yearly Rate of Salary.		Increments (Annual).
	Minimum.	Maximum.	
	£	£	
DEPARTMENT OF CHIEF SECRETARY. CLASS "D."			
<i>Add—</i> Social Worker (Female), Children's Welfare	286	338	
DEPARTMENT OF HEALTH. MATERNAL AND CHILD HYGIENE BRANCH.			
CLASS "D."			
<i>Add—</i> Social Worker (Female), Children's Court Clinic	286	338	
MENTAL HYGIENE BRANCH. CLASS "D."			
<i>Add—</i> Social Worker	286	338	
<i>This Regulation shall come into operation on the 23rd March, 1947.</i>			

D. D. PAINE, Chairman.

E. F. FITZGIBBON, Secretary.

Office of the Public Service Board,
Melbourne, 17th March, 1947.

PUBLIC SERVICE ACT 1946.

THE Public Service Board, in pursuance of the powers conferred by the *Public Service Act 1946*, hereby amends the Public Service (Public Service Board) Regulations as follows:—

REGULATIONS.—PART II. PROMOTIONS AND TRANSFERS.—PROFESSIONAL DIVISION.

Law Department.—Appointment of Police Magistrates.

After sub-regulation (4) of Regulation 42, the following sub-regulation is inserted:—

(5) Any officer who has—

(a) graduated as a Bachelor of Laws at the University of Melbourne or any University approved of by the Board; or

(b) been admitted by the Supreme Court to practise as a Barrister and Solicitor;

shall be deemed to have passed the examinations prescribed by this Regulation.

D. D. PAINE, Chairman.

E. F. FITZGIBBON, Secretary.

Office of the Public Service Board,
Melbourne, 11th March, 1947.

Transport Regulation Acts.
TRANSPORT REGULATION BOARD.

NOTICES OF PUBLIC HEARINGS.

NOTICE is hereby given that the applications made by the persons named below for licences to operate the commercial passenger or goods vehicles on the route or routes, or in the manner set out opposite their names, will be heard at a time and place to be communicated to the parties:—

Name of Applicant; Nature of Application.

- DILLON, A. W.; application for variation of licence A.50 to convey school children between Wallan and Seymour.
- DILLON, A. W.; application for variation of licence A.1744 to convey school children between Wandong and Seymour.
- GREEDA, G. F.; 1 commercial goods vehicle, with seating capacity for 29 persons, to operate as an additional vehicle on licensed routes between Oakleigh and Dandenong and Oakleigh and Ferntree Gully.
- Morr, J. J.; 1 commercial passenger vehicle, with seating capacity for 22 persons, to operate as follows:—(a) as a stage omnibus between Camperdown and Ballarat, via Derrinallum, Lismore, Mt. Bute, Bradvale, Mannibadar, Linton, (b) for the carriage of parcels up to 2 cwt., subject to the condition that on the journey from Camperdown to Ballarat passengers and parcels may be set down but not picked up between Linton and Ballarat, and on journeys from Ballarat to Camperdown passengers and parcels may be picked up but not set down between Ballarat and Linton.
- LITTLEHALES, E. J.; 2 commercial passenger vehicles, with seating capacity for 27 and 21 persons respectively, to operate between Warragul and Wonthaggi in the terms of licences A.711 and A.278 at present held by J. H. Littlehales.
- MURRAY VALLEY COACHES PTY. LTD.; application for variation of "A" licences to include an alteration to paragraph 3, conditions as to the carriage of goods, by deleting "and subject to the conditions that on the route described under paragraph (b) of routes above, any parcel picked up at any point situated within a radius of 1 mile from the Post Office at Kerang should not be consigned or delivered to any person whose residence or whose place of business is situated within a radius of 1 mile from the Post Office at Swan Hill, and similarly any parcel picked up at any point situated within a radius of 1 mile from the Post Office at Swan Hill shall not be consigned or delivered to any person whose residence or place of business is situated within a radius of 1 mile from the Post Office at Kerang."
- MCKENZIE, L. R. & M. M. (trading as McKenzies Marysville Transport Service); 4 commercial passenger vehicles, with seating capacity for 21, 27, 25, and 27 persons respectively, as additional vehicles on licensed routes.
- O'BREE, G. A.; 1 commercial passenger vehicle, to be purchased, to operate as follows:—(a) separate and distinct fares 5 miles Kerang, (b) private hire 50 miles Kerang.
- FRASER, A. J., K. H., & T. A. S. (trading as Point Cook Passenger Service); 4 commercial passenger vehicles, with seating capacity for 25, 17, 19, and 19 persons respectively, to operate—(a) Laverton-Point Cook, (b) Point Cook-North Williamstown, via Laverton, (c) Werribee-Werribee South, (d) Werribee-Metropolitan Board of Works Farm, (e) Laverton-Werribee High School, (f) Laverton Railway Station-Cheetham Salt Works, (g) charter conditions within 20 miles of Laverton and Werribee—subject to the termination of licences TA.1819, TA.1820, TA.1821, TA.1822, previously held by M. C. Tomasetti, R. F. Weber, E. Hall, E. G. Hall, and B. J. Hall, trading as Point Cook Passenger Service.
- RAGGATT, A.; 1 commercial passenger vehicle, with seating capacity for 20 persons, to operate—(a) Wyuna South—Tongala, school service, (b) charter conditions 20 miles Tongala, and to Rushworth, Tatura, Elmore, Bendigo, Nagambie.
- REED, R. V.; application for variation of licence A.1858 to delete conditions regarding operations under private hire conditions within 50 miles Metung and to include operations under charter conditions within 20 miles Metung, and to Orbost, Marlo, Buchan, Dargo, Maffra, Sale, Seaspray, Nowa Nowa.
- REYNOLDS, A. A.; 3 commercial passenger vehicles, with seating capacity for 29, 28, and 11 persons, respectively, to operate under charter conditions within 20 miles Cressy and to Lorne, Apollo Bay, Camperdown, Ballarat, Geelong, Port Campbell, Daylesford, Stawell, Warrnambool.
- SINCLAIR, R. G.; 1 commercial passenger vehicle, with seating capacity for 24 persons, to operate as an additional vehicle on licensed routes between Leongatha and Yarram and Yarram and Dandenong on Sundays.
- STANFORD, J. A.; application for variation of licence A.1844 to include—(a) a school service between Portland via Cashmore to Portland, (b) charter conditions from Portland to Casterton and the South Australian border via Dartmoor.
- CAMPBELL, E. B. & I. (trading as Thompson's Bus Service); 5 commercial passenger vehicles, with seating capacity for 27, 7, 17, 5, and 12 persons, respectively, to operate between Boronia and The Basin, Bayswater and The Basin, and under charter and touring conditions from The Basin, subject to the termination of licences A.1815, A.1816, A.1817, A.1818, A.1452, previously held by E. N. Thompson and M. H. Cuming, trading as Thompson's Bus Service.
- BEAGLEY, R. P.; 1 commercial goods vehicle for the carriage of—(a) general goods 20 miles Yarram, (b) live stock and furniture 50 miles Yarram.
- GIBSON, S.; 1 commercial goods vehicle for the carriage of road-making plant and material throughout Victoria.
- HOLMES, E. P. (trading as E. P. Holmes and Sons); 1 commercial goods vehicle for the carriage of—(a) general goods 20 miles Numurkah, (b) live stock and furniture 50 miles Numurkah.
- ROSE, J.; 1 commercial goods vehicle for the carriage of—(a) general goods 25 miles Geelong, (b) road contracting plant and material 50 miles Geelong.
- MCMANEE, R. T.; 1 commercial passenger vehicle, with seating capacity for 21 persons, to operate under charter conditions within 50 miles Bendigo.

APPLICATIONS for licences to operate commercial passenger vehicles, with seating capacity for five persons, for the carriage of passengers for reward otherwise than at separate and distinct fares for each passenger throughout Victoria:—

- DELMO, J. A., Collingwood.
DENMAN, J. A., Mt. Jeffcott.
HOBDEN, R., Northcote.
HOWSON, E. M., Fitzroy.
MAY, N. N., Richmond.
PHILLIPS, N. J., Bairnsdale.
PLUMMER, K. G., West Preston.
WELLS, P. J., Kallista.
WILLIAMS, P. G., Springvale (two vehicles).

NOTICE is hereby given that the applications made by the persons named below for renewal of licences to operate the commercial passenger vehicles in the manner set out hereunder, the numbers of which are also set out in each case, will be heard at a time and place to be communicated to the parties:—

Name and Address; Present Franchise; Licence No.; Expiry Date.

- ANDERSON, G., Cobram; Cobram-Numurkah, school services; A.1244, A.1194; 10th June, 1947.
- BOWES, K. C. & R., Frankston; town bus in Frankston; A.473; 22nd June, 1947.
- DUNOON, A. G., Swan Hill; (a) Tresco-Swan Hill, school service, (b) charter 20 miles Swan Hill; A.1293; 7th June, 1947.
- LOVE, A. M., Bacchus Marsh; (a) stage omnibus on any route within 8 miles of Bacchus Marsh, (b) private hire 20 miles Bacchus Marsh; A.921; 14th June, 1947.
- MILNER, C. E., Warburton; (a) stage omnibus on any route within 6 miles of Warburton, (b) specified tours, (c) private hire 20 miles Warburton; A.170, A.171, A.204, A.205, A.400; 14th June, 1947.
- MORAN, L. H., Bright; (a) Bright-Harrierville, (b) specified tours; A.1303; 30th June, 1947.
- MCCONNELL, C. B., Healesville; (a) Healesville-Castella, (b) parcels, newspapers and parcels not exceeding 56 lb., (c) stage omnibus on any route within 6 miles of Healesville, (d) specified tours, (e) charter 20 miles Healesville; A.178, A.179, A.1009, A.180; 14th June, 1947.
- NICHOLSON, J., & SON, Mulwala; (a) Yarrowonga-border of New South Wales and Victoria en route to Mulwala, New South Wales, (b) charter 20 miles Yarrowonga; A.1288, A.1289; 30th June, 1947.
- KOLLOSCH, J. M. & V. (trading as Noojee Motors, Noojee); (a) Noojee-Warragul, (b) Noojee-Tanjil Bren, (c) Noojee-Horsfall, (d) mails, newspapers, and parcels; A.1144, A.1145, A.1146, A.1147; 30th June, 1947.
- POLLARD, R. G., Healesville; (a) stage omnibus on any route within 6 miles of Healesville, (b) Healesville-Badger's Creek, (c) goods not exceeding 72 lb., (d) specified tours, (e) charter 20 miles Healesville; A.241, A.984, A.243; 16th June, 1947.

- SINCLAIR, R. G., Leongatha; (a) Yarram-Dandenong (week-ends), (b) Leongatha-Yarram, (c) Yarram-Woodside, (d) Yarram-Stacey's Bridge, (e) charter 20 miles Leongatha; A.1060; 19th June, 1947.
- STANTON, G., Cohuna; (a) Gunbower-Cohuna, (b) substitute vehicle for A.986; A.1285; 18th June, 1947.
- VENTURA MOTORS PTY. LTD., Box Hill; Box Hill-Aspendale; A.217, A.218, A.219, A.220, A.221, A.222, A.223, A.224, A.227; 2nd June, 1947.
- WARMBRUNN, M. F., Benalla; Violet Town-Benalla, school service; A.1109; 30th June, 1947.
- BEASLEY, F. J., Birchip; (a) Watchupga-Birchip, school service, (b) charter 25 miles Birchip; A.1327; 14th May, 1947.
- GOLDING, N. E., Three Bridges; (a) Warburton-McVeigh's, (b) mails, parcels up to 1 cwt., (c) stage omnibus on any route within 6 miles of Yarra Junction, (d) substitute vehicle for other licensed vehicles; A.920; 31st May, 1947.
- LEE, R. F., Kyneton; (a) stage omnibus on any route within 2 miles of Kyneton, (b) charter 20 miles Kyneton and to Heathcote, Bacchus Marsh, Ballan, Kilmore, and Maldon, (c) specified tours; A.1267; 7th May, 1947.
- LEE, R. F., Kyneton; Kyneton-Lancefield, school service; A.1324; 14th May, 1947.

APPPLICATIONS for renewal of private hire licences expiring in June, 1947:—

- BALFOURS MOTORS PTY. LTD., Geelong.
 GRAY, W., Geelong (two vehicles).
 HERITAGE, F. S., Healesville.
 JOHNS, F. W., Altona.
 LEAKE, K. H., Clayton.
 MOYLE, S. H., Hawksburn.
 OLIVER, G. H. M., Cranbourne.
 PASCOE, E. G., Warburton.
 PHILLIPS, C. E., Essendon.
 PLUMMER, C., Springvale.
 PORTER, R., South Yarra.
 RONAN, J., Tallangatta.
 MORGAN, R., Windsor.
 SHAW, R. S., Croydon.
 WILSON, C. E., Talbot.

Notice of any objection should be forwarded to reach the Secretary to the Board not later than Wednesday, the 9th April, 1947.

E. V. FIELD,
 Secretary.

Exhibition Buildings, Rathdown-street, Carlton, 25th March, 1947.

MARINE ACT 1928.

THE following roll of the names, &c., of all people who are licensed to act as pilots for the ports of *Port Phillip* and of Melbourne respectively and entitled as such to vote for the election of a member under the provisions of the *Marine Act 1928*, is published in accordance with the 30th section of the said Act.

P. J. KENNELLY,
 Commissioner of Public Works.

Public Works Department,
 Melbourne, March, 1947.

No. on Roll.	Name.	Address.
1	Balharrie, William Graham	Williamstown
2	Chaffers, Sidney	Queenscliff
3	Chapman, William	Williamstown
4	Denniston, Robert Blair	Williamstown
5	Dingle, Charles Russell	Williamstown
6	Dunn, Frederick Charles Leslie	Williamstown
7	Eglen, William Edward	Queenscliff
8	Forbes, Keith Angel	Williamstown
9	Fraser, Roderick Alexander	Queenscliff
10	Goss, Colin Ernest	Queenscliff
11	Hackworth, Cedric James	Williamstown
12	Jackson, Andrew Ross	Queenscliff
13	Liley, William Thomas Gordon	Williamstown
14	Low, Peter	Williamstown
15	Martin, George Henry	Williamstown
16	Molyneux, George Arthur	Williamstown
17	Murray, Allen	Williamstown
18	Stein, Ernest Anton	Williamstown
19	Tregale, Maurice Robert	Williamstown
20	Turner, Robert Neil	Williamstown
21	Walker, John Emslie	Williamstown

R. S. ROHNER,
 Secretary.

Marine Board of Victoria,
 6th March, 1947.

State Rivers and Water Supply Commission.
SHIRE OF WALPEUP.—COWANGIE WATER SUPPLY DISTRICT.

AUTHORITY TO OBTAIN A BANK OVERDRAFT.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, has, by Order made on the 18th day of March, 1947, authorized the Council of the Shire of Walpeup to obtain, in pursuance of the provisions of section 271 of the *Water Act 1928* (No. 3801), an advance or advances during the year ending the 30th September, 1947, from the Commercial Bank of Australia Limited, Murrayville, by overdraft of the Council's current account thereat, for the Cowangie Water Supply District, such overdraft not to exceed at any one time the sum of Fifty pounds (£50).

C. W. KINSMAN,
 Clerk of the Executive Council.

At the Executive Council Chamber,
 Melbourne, the 18th March, 1947.

State Rivers and Water Supply Commission.
MIRBOO NORTH WATERWORKS TRUST.

AUTHORITY TO OBTAIN A BANK OVERDRAFT.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, has, by Order made on the 18th day of March, 1947, authorized the Mirboo North Waterworks Trust to obtain, in pursuance of the provisions of section 271 of the *Water Act 1928* (No. 3801), an advance or advances during the year 1947 from the National Bank of Australasia Limited, Mirboo North, by overdraft of the Trust's current account thereat, such overdraft not to exceed at any time the sum of Two hundred and fifty pounds (£250).

C. W. KINSMAN,
 Clerk of the Executive Council.

At the Executive Council Chamber,
 Melbourne, the 18th March, 1947.

APOLLO BAY WATERWORKS TRUST.

BY-LAW No. 2.

THE Apollo Bay Waterworks Trust, the waterworks district of which Trust is an urban district within the meaning of the *Water Acts*, doth hereby, in exercise of the power in this behalf conferred on the said Trust by the *Water Acts* and of any and every other power hereunto it enabling, make the following By-law for such urban district:—

1. This By-law shall have effect throughout the whole of the said district.
 2. This By-law shall come into operation at such time as the said Trust from time to time directs by notice published in a newspaper circulating generally within the said district, and shall cease to have operation at such time as the Trust from time to time directs by notice so published.
 3. Notwithstanding anything contained in any other By-law of the Trust during the period of operation of this By-law, no water supplied by the Trust shall be used or consumed or allowed to run through a hose for the purpose of watering any garden, lawn, plantation, orchard, uncovered place, tree, plant, or vegetation, or for any other purpose than for domestic use.
 4. Any person by whose act or by or in consequence of whose order any water supplied by the Trust is used or consumed or allowed to run, and any person who permits or suffers any such water to be used or consumed or to run, and the occupier of any premises on or in which any such water is used or consumed or allowed to run in contravention of the provisions of this By-law shall severally be guilty of a breach of this By-law.
 5. Every person guilty of a breach of this By-law shall, for every such breach, be liable to a penalty not exceeding Five pounds.
- Resolution for making this By-law agreed to by the Trust the 7th day of March, 1947.

The common seal the the Apollo Bay Waterworks Trust was hereto affixed, the 7th day of March, 1947, by the order of the Trust, in the presence of—

(SEAL) R. M. WHELAN, Chairman.
 JOHN D. MCLENNAN, Commissioner.
 W. O. CORKE, Secretary.

Approved by the Governor in Council,
 18th March, 1947.

C. W. KINSMAN,
 Clerk of the Executive Council.

Local Government Act 1928, Part 42, Section 858.

LICENCES TO OCCUPY UNUSED ROADS.

NOTICE is hereby given that Licences to occupy Unused Roads have been issued to the following approved applicants, and that the Licence Fee specified in each case has been received by the Accountant, Lands Department, Melbourne, C.2.

Number of Licence.	Name and Address of Licensee.	Municipality.	Parish.	Abutting— Allotments and Sections.	Area.	Fee for Licence.	Date of Issue of Licence.	Date of Expiry of Licence.
					A. R. P.			
35011	Diffey, Dan, Tarrawingee ..	Wangaratta	Tarrawingee	South of 25, section E; east of 25, 26, 27, 28, section E; west of northern pt. 9, east of 9d and southern pt. 9	16 3 0	2 14 0	1.1.46	31.12.48
35012	Gough, C. J., Howes Creek, via Mansfield	Mansfield ..	Howqua West	East of 9; between 9 and 7; between 11 and 10. Railway Reserve, 7	8 3 0	0 8 9	1.1.45	31.12.47
35013	Cardwell, L. C. and L. M., Tallangatta	Towong ..	Wagra ..	South of 8, 9, section 8; north of 10, 11, section 9; west and south of 3b, section 13	23 2 0	1 3 6	1.1.46	31.12.48
35014	Cardwell, A. G., "Riversdale," Tallangatta	Towong ..	Wagra ..	Between 7 and 7A, section 14; between 7 and 2, 8, section 14	11 0 0	0 12 9	1.1.46	31.12.48
35015	Cardwell, L. C., Tallangatta	Towong ..	Wagra ..	Between 5A, 6A, and 10A, section 13; between 6 and 6A, section 13; between 6 and 3A, section 13	13 0 0	0 15 0	1.1.46	31.12.48
35016	Morgan, C., Wooragee, via Beechworth	Beechworth	Wooragee	Between 3, 7, 8, 10 and 2, 6, 11, section G; between 11 of G and 2 of H	7 2 0	2 12 6	1.1.46	31.12.48
35017	Goldsworthy, F. and L., Piries, via Mansfield	Mansfield ..	Howqua West	North of 83A, 83c; north west of 83A	8 0 0	0 8 0	1.1.45	31.12.47
35018	Blandford, C. A. W., "Roseneath," Moorlien, via Stratford	Avon ..	Bengworden South	South of 1; between 3 and 6, south and west of 6, east of 2, section 20; between 6 of 19 and 1 of 20, between 1A, 1B, 2, section 19 and 1A, 1, 3, section 15; between 1 and 3, section 15, and east of 3, section 15; between 2A, section 15, and 6, section 19; between 1, 2B, section 5, 1B, section 19, and 3A, 3B, section 5, 2, section 19; between 3A and 2, section 19; between 1B and 1, 1c, 2B, section 3; between 1, section 7, and 1B, 2B, section 3; north of 1, section 7	166 0 0	12 9 0	1.1.46	31.12.48
35019	Cullen, T. J., Pyalong ..	Pyalong ..	Pyalong ..	South of 32, 32A, 9, and east of 9, section A	10 0 0	1 0 0	1.1.46	31.12.48
35020	Godden, B., Violet Town ..	Violet Town	Town of Violet	Between 6, 7, and 10, 9, pt. 8, section E	4 2 0	0 9 0	1.1.46	31.12.48
35191	McKinnell, G., Club Terrace	Orbost ..	Winyar ..	Between 2, section 2, and 1, section 4, township of Club Terrace	0 2 0	0 2 6	1.1.46	31.12.48
35192	Broadbent, Ernest E., Rosewhite, Myrtleford	Bright ..	Barwidgee	West and south of 10A, section A	3 2 0	0 10 6	1.1.46	31.12.48
35193	McCarthy, Thomas, Home-wood	Yea ..	Windham ..	Between 21H and 21D, 21J	2 2 0	0 6 3	1.1.46	31.12.48
35194	Neave, Edward B., Traralgon	Traralgon ..	Traralgon ..	Between 41B and 42, all that road between 41B, 42, 43, and 45A, excepting 3,362 links at north-east end of road	20 0 0	2 0 0	1.1.46	31.12.48
35195	Brindley, Verdun C., "Avondale," Walwa	Towong ..	Jemba ..	Road between 1 and 2	7 1 0	1 18 0	1.1.46	31.12.48
35196	South, Ferdinand, 109 Pearson-street, Bairnsdale	Bairnsdale	Bairnsdale	Road east of 158 ..	5 0 0	0 7 6	1.1.46	31.12.48
35197	Cox, Robert, Taminick, via Glenrowan	Benalla ..	Mokoan ..	Road east of 53 ..	9 0 0	0 4 6	1.1.46	31.12.48
35198	Nash, Noel Sumner, "Put-fords," Yea	Yea ..	Murrindindi	Road between 41A and 41B; road between 42 and 43	10 0 0	1 5 0	1.1.46	31.12.48

LICENCES TO OCCUPY UNUSED ROADS—continued.

Number of Licence.	Name and Address of Licensee.	Municipality.	Parish.	Abutting— Allotments and Sections.	Area.	Fee for Licence.			Date of Issue of Licence.	Date of Expiry of Licence.
						A. R. P.	£	s. d.		
35199	Gordon, Harry Campbell, Murrindindi, Yea	Yea	Murrindindi and Yea	Road between 37, 38 and 41A, Parish of Murrin- dindi; road north of 67, 68F, 190; road through 68A; road west of 69; road east of 68E	29 0 0	2	14	6	1.1.46	31.12.48
35200	Baldwin, John Edward Henry, Broadford	Broadford..	Broadford..	Road between 15 and 10, section 50, Township of Broadford	0 0 5	0	2	6	1.1.46	31.12.48

Department of Lands and Survey (Unused Roads and Water Frontages Branch),
Melbourne, 19th March, 1947.

L. W. GALVIN,
Commissioner of Crown Lands and Survey.

4 GEORGE VI. No. 4755, SECTION 6.

I HEREBY give notice that, on the 14th March, 1947, I filed elections to administer the following deceased persons' estates, in accordance with section 6 of the *Public Trustee Act 1940*:—

ANTEES, NICHOLAS, late of 110 Shaftesbury-parade, Thornbury, retired, died on the 10th June, 1943, intestate.
BENTHAM, LUTHER EDRED, late of 120 Dow-street, Port Melbourne, pensioner, died on the 26th November, 1946, intestate.

BOOTH, MARTHA ELIZABETH, late of 5 Simpson-street, Kew, spinster, died on 31st December, 1946, intestate.

BRATCHIS, GEORGE, late of 163 Lonsdale-street, Melbourne, tailor, died on 5th December, 1946, intestate.

BUNN, ROY CHARLTON, late of 29 Wreckyn-street, North Melbourne, labourer, died on 8th January, 1947, intestate.

*EADES, ANNIE MARGARET, late of 2 Fitzgibbon-crescent, Caulfield, pensioner, died on 27th December, 1946.

HERBERT, AMBROSE ROBERT, late of 6 Conyer-street, Bethnal Green, London, England, steam-roller driver, died on 19th December, 1935, intestate.

HUSSEY, WILLIAM GORDON, formerly of 150 Athol-street, Moonee Ponds, but late of Repatriation Hospital, Caulfield, pensioner, died on the 2nd October, 1946, intestate.

JACOBS, ALICE ELIZABETH, late of 373 Camberwell-road, Hartwell, pensioner, died on 26th December, 1946, intestate.

*JONES, EMMELINE, late of 29 Tivoli-road, South Yarra, married woman, died on the 22nd November, 1946.

KELLY, JOHN PATRICK, late of Kuranda, Queensland, pensioner, died on 29th August, 1942, intestate.

KENNY, JESSIE JOSEPHINE, late of Lording-street, Fern-tree Gully, home duties, died on 12th June, 1942, intestate.

MUIRHEAD, JANE, commonly known as Jean Muirhead, late of 18 Miller-street, West Melbourne, widow, died on the 15th January, 1947, intestate.

*MCNAMARA, DORA, formerly of Georgetown, South Australia, but late of 422 Dryburgh-street, North Melbourne, telephonist, died on 17th October, 1946.

PON, THOMAS, late of Grassdale, gardener, died on 12th November, 1946, intestate.

ROBERTSON, GRACE ELIZABETH, formerly of 137 Denison-street, Waverley, but late of 172 Paddington-street, Paddington, both in the State of New South Wales, widow, died on 6th January, 1943, intestate.

SCANLAN, PATRICK WILLIAM, late of Benevolent Home, Beechworth, pensioner, died on 16th September, 1946, intestate.

* According to the provisions of the will.

C. J. GARDNER,
Acting Public Trustee.

412 Collins-street, Melbourne, C.1, 19th March, 1947.

4 GEORGE VI. No. 4755, SECTION 6.

I HEREBY give notice that, on the 11th March, 1947, I filed an election to administer the following deceased person's estate, in accordance with section 6 of the *Public Trustee Act 1940*:—

FERGUSON, ELIZABETH, late of Hodgins-road, Hastings, widow, died on the 24th October, 1943, intestate.

C. J. GARDNER,
Acting Public Trustee.

412 Collins-street, Melbourne, C.1, 19th March, 1947.

NOTICE.

ADMINISTRATION of the estate of the under-mentioned deceased persons has been granted to me, and creditors, next of kin, and all others having claims against the estate of any of the persons so mentioned are required to send particulars of their claims to the Public Trustee, No. 412 Collins-street, Melbourne, on or before the 28th May, 1947, or they will be excluded from the distribution of the estate when the assets are being distributed:—

ANTEES, NICHOLAS, late of 110 Shaftesbury-parade, Thornbury, retired, died on the 10th June, 1943, intestate.
†BENNETT, ARTHUR RICHARD, late of 50 Huntington-grove, East Coburg, retired public servant, died on the 26th September, 1946.

BENTHAM, LUTHER EDRED, late of 120 Dow-street, Port Melbourne, pensioner, died on the 26th November, 1946, intestate.

BOOTH, MARTHA ELIZABETH, late of 5 Simpson-street, Kew, spinster, died on 31st December, 1946, intestate.

BRATCHIS, GEORGE, late of 163 Lonsdale-street, Melbourne, tailor, died on 5th December, 1946, intestate.

BUNN, ROY CHARLTON, late of 29 Wreckyn-street, North Melbourne, labourer, died on 8th January, 1947, intestate.

*EADES, ANNIE MARGARET, late of 2 Fitzgibbon-crescent, Caulfield, pensioner, died on 27th December, 1946.

FERGUSON, ELIZABETH, late of Hodgins-road, Hastings, widow, died on the 24th October, 1943, intestate.

HERBERT, AMBROSE ROBERT, late of 6 Conyer-street, Bethnal Green, London, England, steam-roller driver, died on 19th December, 1935, intestate.

HUSSEY, WILLIAM GORDON, formerly of 150 Athol-street, Moonee Ponds, but late of Repatriation Hospital, Caulfield, pensioner, died on the 2nd October, 1946, intestate.

JACOBS, ALICE ELIZABETH, late of 373 Camberwell-road, Hartwell, pensioner, died on 26th December, 1946, intestate.

*JONES, EMMELINE, late of 29 Tivoli-road, South Yarra, married woman, died on the 22nd November, 1946.

KELLY, JOHN PATRICK, late of Kuranda, Queensland, pensioner, died on 29th August, 1942, intestate.

KENNY, JESSIE JOSEPHINE, late of Lording-street, Fern-tree Gully, home duties, died on 12th June, 1942, intestate.

MASON, GEORGE ARTHUR, late of 28 Grange-road, Sandringham, clerk, died on the 6th October, 1946, intestate.

MUIRHEAD, JANE, commonly known as Jean Muirhead, late of 18 Miller-street, West Melbourne, widow, died on the 15th January, 1947, intestate.

*MCNAMARA, DORA, formerly of Georgetown, South Australia, but late of 422 Dryburgh-street, North Melbourne, telephonist, died on 17th October, 1946.

PON, THOMAS, late of Grassdale, gardener, died on 12th November, 1946, intestate.

ROBERTSON, GRACE ELIZABETH, formerly of 137 Denison-street, Waverley, but late of 172 Paddington-street, Paddington, both in the State of New South Wales, widow, died on 6th January, 1943, intestate.

SCANLAN, PATRICK WILLIAM, late of Benevolent Home, Beechworth, pensioner, died on 16th September, 1946, intestate.

†WAGENER, EDWARD FERDINAND, late of Maldon, brick-maker, died on the 17th September, 1908.

WHEAR, THOMAS, late of 46 Bena-street, Yarraville, quarryman, died on the 4th January, 1947, intestate.

* According to the provisions of the will.

† With the will annexed.

C. J. GARDNER,
Acting Public Trustee.

Melbourne, 19th March, 1947.

SHIRE OF BRIGHT.

ORDER CONFIRMED BY THE GOVERNOR IN COUNCIL.

Road Deviation.

IN pursuance of the powers conferred by sections 521 and 525 of the *Local Government Act 1928*, the Council of the Shire of Bright doth hereby order that the land herein-after described, which has been taken, purchased, or acquired by it shall be a public highway from and after the date of publication of this Order in the *Government Gazette*, viz.:—

All that piece or parcel of land containing 1 acre and 34.9 perches, being part of Crown allotments 14 and 14A, section B2, Township of Bright, Parish of Bright, County of Delatite: Commencing at the north-western corner of Crown allotment 15 of section B2, Township and Parish of Bright; thence north 2 deg. 8 min. west 1 chain; thence north 87 deg. 52 min. east 10 chains; thence north 62 deg. 9 min. east 2 chains 16.2 links; thence along a Government road south 2 deg. 8 min. east 1 chains 24 links; thence south 68 deg. 7 min. west 2 chains 7 links; thence along the northern boundary of Crown allotment 15 south 87 deg. 52 min. west 10 chains to point of commencement.

And the said Council doth hereby further order that the land above-described shall, from the said date of publication in the said *Government Gazette*, be a public highway, in lieu of the following piece or parcel of land, that is to say:—

All that piece or parcel of land, containing 1 acre and 30 perches, being the Government road between Crown allotments 12, 13, 13A, 14, and 14A, section B2, Township of Bright, Parish of Bright, County of Delatite: Commencing at the south-west corner of Crown allotment 12, section B2, Township and Parish of Bright; thence bounded on the north by Crown allotments 12, 13, and 13A of section B2, bearing north 87 deg. 52 min. east 11 chains 75 links; thence bounded on the east by a Government road bearing south 2 deg. 8 min. east 1 chain; thence bounded on the south by Crown allotments 14A and 14 of section B2, bearing south 87 deg. 52 min. west 11 chains 94 links; thence north 8 deg. 37 min. east 1 chain and 1.8 links to point of commencement.

In witness whereof the common seal of the President, Councillors, and Ratepayers of the Shire of Bright was affixed hereto this 12th day of November, 1946, in the presence of—

(SEAL) J. R. MUMMERY, Councillor.
W. D. FARRINGTON, Councillor.
E. J. DELANY, Secretary.

Confirmed by the Governor in Council,
18th March, 1947.

C. W. KINSMAN,
Clerk of the Executive Council.

SHIRE OF SOUTH GIPPSLAND.

PETITION UNDER THE DRAINAGE AREAS ACT 1928 (No. 3668).

IN pursuance of the provisions of the *Drainage Areas Act 1928* (No. 3668), section 6, the substance and prayer of the petition presented to His Excellency the Governor in Council, in accordance with section 4 of the said Act, are published, viz.:—

The petitioners purport to be a majority of the owners of at least half the land in the area described in their petition, such area being within the Parish of Waratah North, Shire of South Gippsland.

The petitioners pray that His Excellency the Governor in Council may be pleased to constitute the said area a drainage area within the meaning of the said Act.

A copy of such petition, together with a plan showing the proposed drainage area, and a report by the Chief Engineer of the Public Works Department with regard thereto, has been lodged at the Shire Office, Foster, and shall be open for inspection for a period of sixty (60) days from the 21st March, 1947, to the 19th May, 1947.

A counter petition against the proposal may be forwarded to the Minister of Public Works, pursuant to the provisions of section 5 (5) of the said Act, not later than the 16th June, 1947.

P. J. KENNELLY,
Commissioner of Public Works.

Department of Public Works,
Local Government Branch,
Melbourne, 11th March, 1947.

State of Victoria.

DRIED FRUITS ACT 1938.

NOTICE.

I, WILLIAM GEORGE MCKENZIE, Minister of Agriculture, and acting upon the recommendation of the Victorian Dried Fruits Board, hereby give notice that I have determined that the maximum proportions of dried fruits produced in Victoria in the year One thousand nine hundred and forty-seven that may be marketed within Victoria are as follows:—

Dried Currants	..	20 per cent.
Dried Sultanas	..	20 per cent.
Dried Lexias and Ohanez	..	35 per cent.
Dried Prunes	..	80 per cent.
Dried Peaches	..	80 per cent.
Dried Apricots	..	80 per cent.
Dried Pears	..	80 per cent.
Dried Nectarines	..	100 per cent.

W. G. MCKENZIE,
Minister of Agriculture.

Department of Agriculture,
Melbourne, 6th March, 1947.

Dried Fruits Act 1938 and Regulations.

VICTORIAN DRIED FRUITS BOARD.

IT is hereby notified, in accordance with the provisions of the *Dried Fruits Act 1938* and Regulations thereunder, that, with respect to the year ending the 31st December, 1947, the amount of contribution payable by every person in whose name a packing house is registered is Four shillings and three pence per ton, computed from the quantity of 1947 season's dried fruits sold from such packing house and from the quantity of dried fruits forwarded therefrom for the purposes of trade and sale.

PARKER J. MOLONEY, Chairman,
Victorian Dried Fruits Board.

18th March, 1947.

Dairy Products Acts.

QUOTAS FOR BUTTER AND CHEESE.

BUTTER QUOTA.

I, WILLIAM GEORGE MCKENZIE, Minister of Agriculture in the State of Victoria, after consultation with the Victorian Dairy Products Board, and after ascertaining that the supply and distribution of butter at reasonable prices to consumers thereof in Victoria will be ensured, hereby determine a quota for butter as follows:—

The proportion shall be Seventy-six point four seven per cent.

The period for which this quota is to operate shall be the month of April, 1947.

CHEESE QUOTA.

I, WILLIAM GEORGE MCKENZIE, Minister of Agriculture in the State of Victoria, after consultation with the Victorian Dairy Products Board, and after ascertaining that the supply and distribution of cheese at reasonable prices to consumers thereof in Victoria will be ensured, hereby determine a quota for cheese as follows:—

The proportion shall be Sixty-eight point five five per cent.

The period for which this quota is to operate shall be the month of April, 1947.

W. G. MCKENZIE,
Minister of Agriculture.

21st March, 1947.

COUNTY COURTS.

NOTICE is hereby given that County Courts, Courts of Insolvency, and Courts of Mines will be held during the year 1947, at Ararat, on the days hereunder mentioned:—

Tuesday, 13th May.
Tuesday, 12th August.
Tuesday, 14th October.

By order of the Judges,

R. D. MCFARLANE,
Registrar, County Court, Melbourne.

DEPARTMENT OF LANDS AND SURVEY.
SALE OF LAND BY PUBLIC AUCTION IN THE CITY OF BALLAARAT
ANNULLED.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth by an Order made on the 25th March, 1947, hereby annul the sale of the under-mentioned Crown lands, in pursuance of the conditions upon which such allotment was offered for sale by public auction (Corres. No. J.21811):—

Date of sale.—4th March, 1947.
Place of sale.—Ballaarat.
Lot 3.
Allotment 10a.
Section P.
Parish of Ballaarat East, City of Ballaarat, County of Grant.

C. W. KINSMAN,
Clerk of the Executive Council.
At the Executive Council Chamber,
Melbourne, the 25th March, 1947.

MELBOURNE AND METROPOLITAN BOARD OF WORKS.

NOTICE TO THE OWNERS OF TENEMENTS IN THE UNDER-MENTIONED STREETS, AND THE PRIVATE STREETS, LANES, COURTS, AND ALLEYS OPENING THERETO.

THE main pipe in the said streets being laid down, the owners of all tenements situated as under are hereby required, on or before the 28th April, 1947, to cause a proper pipe and stop cocks to be laid, so as to supply water within such tenements from the main pipe.

CHAS. J. W. BRIGGS,
Secretary.
18th March, 1947.

STREET AND POSITION.

Box Hill.

Prince-street, from Haig-street to Kitchener-street.
Prince-street, from Kitchener-street to Beaver-street.
Kitchener-street, from Prince-street southwards 9½ chains.
Kitchener-street, from Prince-street to Jellicoe-street.
Linda-avenue, from Woodhouse-grove southwards 3½ chains.
Menzies-street, from Barkly-street to Wavell-street.
Jellicoe-street, from Kitchener-street eastwards 2½ chains.
Wavell-street, from Combarton-street southwards 3½ chains.
Halsey-street, from Kitchener-street to Beaver-street.
Beaver-street, from Halsey-street southwards 3½ chains.
Beaver-street, from Prince-street southwards 8½ chains.

Brighton.

Garden-avenue, from Baird-street westwards 2½ chains.
Baird-street, from 4½ chains north of Were-street, northwards 18½ chains.

Broadmeadows.

Station-road, from Glenroy-road southwards 6½ chains.
Barwon-street, from Pascoe Vale-road to Station-road.

Malvern.

Moama-road, from Dandenong-road to Warley-road.
John-street, from Heywood-street eastwards 2 chains.

Moorabbin.

Mitchell-street, from Patterson-road northwards 4½ chains.
Poath-road, from 2½ chains south of North-road southwards 5½ chains.
McArthur-street, from Pt. Nepean-road to Dickens-street.

Mordialloc.

Bear-street, from 8½ chains east of Chute-street eastwards 1½ chain.
Steedman-street, from Bear-street southwards 7½ chains.

Nunawading.

Whitehorse-road, from 1 chain west of Victory-street westwards 9 chains.
Whitehorse-road, from Victory-street eastwards 8½ chains.

Preston.

Mihil-street, from Bransgrove-street eastwards 5½ chains.
Wimmera-avenue, from Rubicon-street north-westwards 5½ chains.
Dundas-street, from Jones-street eastwards 6½ chains.

Melbourne and Metropolitan Board of Works Acts.
MELBOURNE AND METROPOLITAN BOARD OF WORKS.

NOTICE DECLARING THAT A PROPOSED NEW MAIN DRAIN WITHIN THE CITIES OF SANDRINGHAM AND MOORABBIN AND WITHIN THE METROPOLIS SHALL BE AND BE DEEMED TO BE A MAIN DRAIN.

MELBOURNE and Metropolitan Board of Works, under the powers conferred upon it by the Melbourne and Metropolitan Board of Works Acts and otherwise, doth by this notice declare that the new main drain within the metropolis, as the same is defined and described hereunder, and which it is proposed to construct under the Melbourne and Metropolitan Board of Works Acts, shall be a main drain under and for the purposes of the said last-mentioned Acts.

Proposed New Drain Above Referred to.

The following is a description of the course of and a specification of the points of commencement and termination of the said proposed new main drain, that is to say:—

Commencing at a manhole about 325 feet east of Daly-street and about 4 feet north of the south building line of Highett-road, being the terminating point of the main drain described in *Victoria Government Gazette*, No. 156, dated 5th December, 1945, page 2895; thence easterly along Highett-road, southerly along Alfreda-street, easterly along Duncan-street, southerly and south-easterly along Bluff-road to and terminating at a point about 10 feet west of the east building line of Bluff-road and about 860 feet south of the south building line of Highett-road.

Dated this 18th day of March, 1947.

The common seal of the Melbourne and Metropolitan Board of Works was affixed hereto, in the presence of—

(SEAL) J. C. JESSOP, Chairman.
GEO. A. ROGERS, Member.
C. J. W. BRIGGS, Secretary.

LAW DEPARTMENT.—SOLICITOR-GENERAL.

HAWKERS' AND PEDLERS' LICENCES—DAYS ALTERED.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, has, by an Order made on the 25th day of March, 1947, pursuant to the provisions of section 6 of the *Hawkers and Pedlers Act 1928*, appointed the days set forth in the third column of the Schedule below for the holding of general meetings of Justices for the special purpose of taking into consideration applications for Hawkers' and Pedlers' Licences at Casterton and Coleraine in the Western Police District, in lieu of the days heretofore appointed—to take effect as from and inclusive of the dates shown in the said Schedule.

SCHEDULE.

Court.	Police District.	Day Appointed.	Date of Commencement.
Casterton ..	Western ..	Every Wednesday	2nd April, 1947
Coleraine ..	Western ..	Every Thursday	3rd April, 1947

C. W. KINSMAN,
Clerk of the Executive Council.

At the Executive Council Chamber,
Melbourne, the 25th March, 1947.

Farmers' Debts Adjustment Act 1935.

CANCELLATION OF STAY ORDERS.

NOTIFICATION is hereby given that the Stay Orders issued to the under-mentioned farmers have been cancelled by the Farmers' Debts Adjustment Board, such cancellation to take effect on Wednesday, 26th March, 1947:—

No. of Stay Order; Name; Address.

4156; Hopkins, Thomas Henry; Chillingollah East.
2023; Crick; Jack Marshall; Blackheath.
2756; Monaghan, John Edward; Tatong.

W. J. EVANS, Deputy Secretary,
Farmers' Debts Adjustment Board.

25th March, 1947.

FARMERS PROTECTION ACT 1941.

NOTIFICATION is hereby given that the Farmers' Debts Adjustment Board, pursuant to the powers conferred by the *Farmers Protection Act 1941*, issued the following Limited Stay Orders. (The under-mentioned farmers were the holders of Limited Stay Orders which expired on 1st March, 1947, and in accordance with a recent amendment of the Act, have applied for a further period of protection):—

No.; Farmer; Address; Debt; Creditor, Address; Period of Operation.

412; Cross, Eugene Patrick; Minimay; £6,437 11s. 10d.; Trustees, Executors, and Agency Company Limited; 401 Collins-street, Melbourne; 18th March, 1947, to 1st March, 1948.

413; McKinnon, James Patience; Marnoo; £4,500; Trustees, Executors, and Agency Company Limited; 401 Collins-street, Melbourne; 18th March, 1947, to 1st March, 1948.

W. J. EVANS, Deputy Secretary,
Farmers' Debts Adjustment Board.

25th March, 1947.

SUBJECT to any necessary excisions, &c., it is proposed to grant the following leases:—

8156, Beechworth; Harry Higgs, 15a. 3r. 19p., in the Parish of Harrietville.

8186, Beechworth; William Dennis Farrington, David Arnot Sharp, Alfred James Showers, and John Farrington.

WATER RIGHT LICENCE GRANTED.

1198, Water Right Licence; Maude and Yellow Girl Gold Mining Co. No Liability; 2a. 3r. 20p., Parish of Woollonaby (in lieu of Water Right Licence No. 1104, expired).

MINING LEASES GRANTED.

11206, Bendigo; William Charles Busby; 132a. 0r. 8p., in Parish of Redcastle.

11219, Bendigo; North Deborah Mining Co. No Liability; 9a. 3r. 2p., in Parish of Sandhurst (in lieu of lease No. 11166, Bendigo, expired).

7015, Maryborough; William Eden Wooster; 8a. 1r. 15p., in Parish of Waanyarra (in lieu of leases Nos. 6987 and 6989, Maryborough, surrendered).

7016, Maryborough; Clyde Goddard Wolfenden and James Livsey Wolfenden; 4a. 2r. 31p., in the Parish of Eglinton.

W. G. MCKENZIE,
Minister of Mines.

CONTRACTS ACCEPTED.—(Series 1946-47.)

PROVISIONS.—CEREALS.

Requirements under Sub-Schedule No. 5 of Schedule No. 1 for the month of April are to be purchased under agreement from Robert Harper and Co. Ltd., at the rate per cwt. indicated, viz., Oatmeal, plain, 27s. 2d.; Barley, pearl and unpearled, 22s. 6d.; Barley Kernels, 24s.; Rice, dressed and unpolished, 24s.; Rycena, 21s.; rates less 3 per cent., 14 days, or 2½ per cent. 30 days. Split peas are not available. Rates subject to variation in accordance with determinations of Prices Commissioner.

GENERAL STORES.

Gazette No. 122, 5th July, 1946, Schedule No. 19, Bricks, Cement, Lime, &c.—For Items Nos. 10 and 11 substitute 3s. 6d. per bag, as from 20th March, 1947.

W. P. J. GARDINER, Acting Secretary to the Tender Board. 21.3.47.

ORDER IN COUNCIL.—(Series 1945-46.)

STATE RIVERS AND WATER SUPPLY COMMISSION.

Loan—

1730. Supply of one International T.D. 18 tractor, £1,155.—Department of Works and Housing.

Approved by the Governor in Council, 10th February, 1946.—C. W. KINSMAN, Clerk of the Executive Council.

ORDERS IN COUNCIL.—(Series 1946-47.)

STATE RIVERS AND WATER SUPPLY COMMISSION.

Loan—

2131. Supply of mechanical equipment, £3,137.—Allied Works Council.

Approved by the Governor in Council, 8th October, 1946.—C. W. KINSMAN, Clerk of the Executive Council.

Stores Suspense Account—

2132. Supply of 2,000 water meters, £7,500.—Ramsden and Chaplin Pty. Ltd.

2133. Supply of 3,000 water meters, £11,350.—Davies, Shephard Pty. Ltd.

Loan—

2134. Supply of four model "M.S." scrapers, each of 6 cubic yards capacity, £3,000.—Department of Works and Housing.

Approved by the Governor in Council, 26th November, 1946.—C. W. KINSMAN, Clerk of the Executive Council.

Loan—

2135. Supply f.o.r. Epsom 7,000 feet 4-in., 6,500 feet 6-in. glazed stoneware pipes and fittings, £1,255 7s. 4d.—Bendigo Pottery Pty. Ltd.

Approved by the Governor in Council, 24th December, 1946.—C. W. KINSMAN, Clerk of the Executive Council.

Loan—

2136. Supply of one 40 A.P. portable boiler, £1,000.—Department of Works and Housing.

Approved by the Governor in Council, 10th February, 1947.—C. W. KINSMAN, Clerk of the Executive Council.

Loan—

2137. Purchase of one weatherboard house and land situated at 15 Dimboola-road, Horsham, £1,450.—A. E. Melbourne.

2138. Supply of four Tournapulls with scrapers and two Tournatrollers, £13,550.—Department of Works and Housing.

Approved by the Governor in Council, 17th February, 1947.—C. W. KINSMAN, Clerk of the Executive Council.

Loan—

2139. Supply of twenty-one tractors, £7,600.—Soldier Settlement Commission.

Approved by Governor in Council, 3rd March, 1947.—C. W. KINSMAN, Clerk of the Executive Council.

DEPARTMENT OF PUBLIC INSTRUCTION.

2140. One only cylinder ridge reamer, one only A.V.R. testing set, one only Neon synchroscope, one only arc-welding machine, one only W. & V. valve seat honing set, £107 10s. 10d., for Stawell Technical School.—Reptco Ltd., Melbourne.

2141. One only cramp folder and bender, one only curving rollers, three only legs and trays for vee bed lathes at £5 each, one only geared lifting block, £128 10s. 7d., for Stawell Technical School.—McPherson's Pty. Ltd., Melbourne.

2142. One only power vacuum pump, one only analytical balance, one only optical bench, £137 10s., for Stawell Technical School.—H. B. Selby and Co., Melbourne.

Approved by the Governor in Council, 18th March, 1947.—C. W. KINSMAN, Clerk of the Executive Council.

STATE ELECTRICITY COMMISSION.

2143. The erection of sanitary block at accommodation area, Yallourn, to Specification No. 46-47/110.—Marr and Beards.

2144. The erection of additions to coal supply office, Yallourn Open Cut, to Specification No. 46-47/125.—Marr and Beards.

2145. The supply of three only ex-army Dodge 3-ton vehicles.—Commonwealth Disposals Commission.

2146. The supply of miscellaneous fittings for tubular steel scaffolding at Yallourn, to Quotation No. 2928.—Cyclone Co. of Australia Pty. Ltd.

2147. The supply of 48 only chains and shackles and 24 roller bearings for Conway shovel, Kiewa Hydro-Electric Scheme, to Quotation No. 3012.—John Carruthers and Co. Pty. Ltd.

2148. The supply of structural steel bedplate for No. 6 turbo-generator, Newport Generating Station, to Quotation No. 2939.—Charles Ruwolt Pty. Ltd.

2149. The supply of 16,000 lineal feet 1½-in. steel tubing for construction scaffolding, Yallourn, to Quotation No. 3057.—Stewarts and Lloyds (Aust.) Pty. Ltd.

2150. The supply of 906 fuse cartridges, to Quotation No. 2777.—English Electric Co. Ltd.

2151. The supply of 30 only air circuit breakers for Newport Generating Station, to Quotation No. 2784.—Westinghouse Rosebery Pty. Ltd.

2152. The supply of eleven type N1652D and two type N1545 cash registers for Yallourn General Store, to Quotation No. 3020.—National Cash Register Co. Pty. Ltd.

2153. The construction of main and reticulation sewerage at Yallourn, to Specification No. 46-47/112.—Prentice Bros. and Minson Pty. Ltd.

2154. The supply of sand washing plant for construction projects, Yallourn, to Specification No. 46-47/107.—Hobart Duff Pty. Ltd.

2155. The supply of spare parts for Brown Boveri 132 kV switch gear at Yallourn, to Quotation No. 1027.—Gibson, Battle (Melb.) Pty. Ltd.

2156. The supply of high pressure blow-off, chemical injection, and condensate drain piping, valves, &c., for boilers Nos. 15-18 and turbo-generators Nos. 6 and 7, Newport Generating Station, to Specification No. 46-47/72.—Stewarts and Lloyds (Aust.) Pty. Ltd.

2157. The supply of one only Chevrolet seven-passenger station wagon for the transport of personnel, to Quotation No. 2553.—Preston Motors Pty. Ltd.

2158. The supply of one only Fordson tractor loader for the Commission's store, Richmond, to Quotation No. 2472.—Malcolm Moore Ltd.

2159. The supply of 3,940 feet chain-mesh fencing and seven chain-mesh gates for Yallourn, to Specification No. 46-47/121.—Melbourne Wire Works.

2160. The supply of spare parts for Mirrlees Diesel engine at Hamilton Generating Station, to Quotation No. 765.—E. S. Taylor.

2161. The cartage of materials by motor vehicle from Albury to Kiewa Hydro-Electric Scheme for a period of six months, to Quotation No. 2824.—G. Potter.

2162. The supply of spare parts for 132 kV switch gear at Yallourn, to Quotation No. 1030.—A. Reyrolle and Co. Ltd.

2163. The supply of one only mild-steel test plug for pressure tunnel No. 4 Generating Station, Kiewa Hydro-Electric Scheme, to Quotation No. 2821.—Thompson's (Castlemaine) Ltd.

2164. The supply of replacement tubes and tube plates for air coolers for synchronous condenser, Richmond Terminal Station, to Quotation No. 762.—Australian General Electric Pty. Ltd.

2165. The erection of two sanitary blocks at Old Open Cut township, to Specification No. 46-47/123.—Dynamic Engineering Co. Pty. Ltd.

2166. The supply of seven only tractors fitted with front loader attachments for Briquette Depots, to Quotation No. 2532 (a).—Malcolm Moore Pty. Ltd.

Approved by the Governor in Council, 18th March, 1947.—C. W. KINSMAN, Clerk of the Executive Council.

CASTLEMAINE.—Order in Council of 2nd July, 1867, of 12 acres 2 roods 26 perches of land in the Municipal District of Castlemaine, as a site for Ornamental purposes, so far only as regards the portion thereof comprised within the boundaries published in the *Government Gazette* of 12th February, 1947, and containing 6 acres 1 rood 11 5/10 perches.—(Rs.3317.)

And the Honorable Leslie William Galvin, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

DEPARTMENT OF LANDS AND SURVEY.

At the Executive Council Chamber, Melbourne, the eighteenth day of March, 1947.

PRESENT:

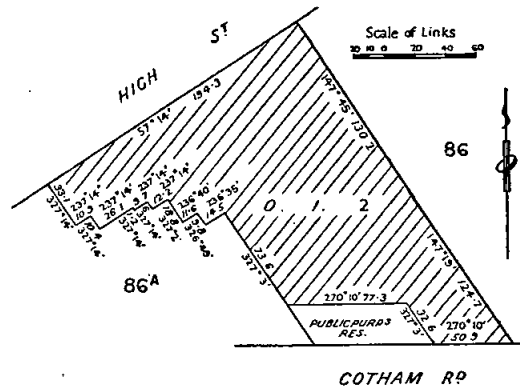
His Excellency the Governor of Victoria.

Mr. Clarey | Mr. Fraser.

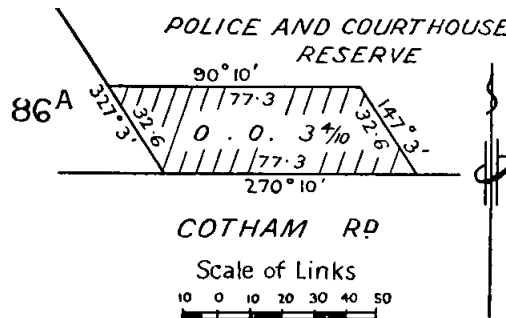
LANDS TEMPORARILY RESERVED FROM SALE.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby, in pursuance of the provisions of the *Land Act* 1928, reserve, temporarily, and also except from occupation for mining purposes under any miner's right, the lands hereinafter described:—

BOROONDARA.—Site for Police and Court House purposes—1 rood 2 perches, Parish of Boroondara, at Kew, County of Bourke, as indicated by hachure on plan hereunder.—(B.415⁽³⁾) (Rs.5935.)



BOROONDARA.—Site for Public purposes—3 4/10 perches, Parish of Boroondara, at Kew, County of Bourke, as indicated by hachure on plan hereunder.—(B.415⁽³⁾) (Rs.5935.)



And the Honorable Leslie William Galvin, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

DEPARTMENT OF LANDS AND SURVEY.

At the Executive Council Chamber, Melbourne, the eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.

Mr. Clarey | Mr. Fraser.

REVOCATION OF TEMPORARY RESERVATIONS OF LANDS BY ORDERS IN COUNCIL.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby, in pursuance of the provisions of the *Land Act* 1928, revoke the temporary reservations of the lands by Orders in Council hereinafter referred to, viz.:—

CAMPBELLTOWN.—Order in Council of 28th March, 1866, of 407 acres 1 rood of land in the Parish of Campbelltown, as a site for a Township.—(C.88916.)

DEPARTMENT OF LANDS AND SURVEY.

At the Executive Council Chamber, Melbourne, the eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Clarey | Mr. Fraser.

UNUSED AND UNMADE ROAD CLOSED.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby direct that, in pursuance of the provisions of section 304 of the *Land Act 1928* (No. 3709), the unused and unmade road referred to hereunder be closed, viz.:—

Parish of Minhamite, County of Villiers, being the road lying between sections 18 and 19.—(M.411⁽²⁾) (C.90019.)

And the Honorable Leslie William Galvin, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

DEPARTMENT OF LANDS AND SURVEY.

At the Executive Council Chamber, Melbourne, the eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Clarey | Mr. Fraser.

APPOINTMENT AND REVOCATION OF APPOINTMENT OF BAILIFFS OF CROWN LANDS.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby direct that the Order in Council of 22nd July, 1930, whereby certain persons were appointed Bailiffs of Crown Lands, be revoked so far as regards the appointment of George Bain (Schedule A. 9.7.30), and that John William George Bain, Inspector of Land Settlement, be appointed Bailiff of Crown Lands, without salary, in lieu thereof.

And the Honorable Leslie William Galvin, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

DEPARTMENT OF LAW.

At the Executive Council Chamber, Melbourne, the eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Clarey | Mr. Fraser.

AMENDMENT OF ORDER RE APPOINTMENT OF COMMISSIONER FOR TAKING DECLARATIONS, ETC.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby direct that—

The Order in Council approved on the 9th December, 1940, appointing George Bain, an officer of the Department of Lands and Survey, to be a Commissioner for taking Declarations and Affidavits, pursuant to the provisions of the *Evidence Act 1928*, be amended by the substitution of the name "John William George Bain" for that of "George Bain" appearing therein.

And the Honorable William Slater, His Majesty's Solicitor-General for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

MOTOR OMNIBUS ACT 1928 (No. 3742).

At the Executive Council Chamber, Melbourne, the eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Clarey | Mr. Fraser.

AMENDMENTS OF THE PRESCRIPTIONS OF CERTAIN METROPOLITAN MOTOR OMNIBUS ROUTES.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, and in pursuance of the powers conferred by the *Motor Omnibus Act 1928* (No. 3742), doth by this Order amend, as set out hereunder, the prescriptions of certain routes within the metropolitan area along which motor omnibuses for which "regular service" licences are granted may ply for hire, viz.:—

Route No. 2 (Melbourne-Middle Brighton).—Under the heading "Time-tables to be Observed" delete the existing particulars, and in place thereof insert "Minimum service: Week days—15 minutes, 7.20 a.m. to 11.30 p.m.; Sundays—30 minutes, 9.30 a.m. to 2 p.m.; 15 minutes, 2 p.m. to 11.15 p.m."

Route No. 7 (Flinders-street-Victoria Dock).—Under the heading "Maximum Number of Motor Omnibuses which may be Licensed on Route" amend "5" to read "6."

Route No. 13A (Heidelberg-Croxton).—Under the heading "Time-tables to be Observed" delete "1.30 p.m. to 11 p.m., Sundays," and in place thereof insert "20 minutes—1.30 p.m. to 5.30 p.m.; 30 minutes—5.30 p.m. to 8.30 p.m.; 20 minutes—8.30 p.m. to 10.30 p.m., Sundays."

Route No. 87A (Ivanhoe-Heidelberg-Eltham).—Under the heading "Time-tables to be Observed" delete the existing particulars, and in place thereof insert "Minimum service—Week days, at least seven return trips between Eltham and Heidelberg, of which not less than six trips shall be to and from Ivanhoe; in addition, a return trip, Eltham-Ivanhoe, to be run on Wednesday and Saturday evenings at suitable times for patrons of the Ivanhoe or Heidelberg Picture Theatres; Sundays, one return trip before noon, and one return trip after 8 p.m."

Route No. 118A (Hampton-Moorabbin).—Under the heading "Time-tables to be Observed" add "no service to be necessarily given, however, from 6.30 p.m. to 7.30 p.m."

Route No. 36A (Hampton) and Route No. 83A (Hampton-Highett).—Under the heading "Time-tables to be Observed" amend "2 p.m. to 6 p.m., and 8 p.m. to 11 p.m., Sundays" in both instances to read "2 p.m. to 6.30 p.m., and 7.30 p.m. to 11 p.m., Sundays."

Route No. 109A (Footscray-Yarraville).—Under the heading "Time-tables to be Observed" delete the existing particulars to as far as "11.15 p.m." inclusive, and in place thereof insert "Minimum service—Week days, 20 minutes, 6.30 a.m. to 8.30 p.m., and 30 minutes, 8.30 p.m. to 12 midnight; Sundays, 30 minutes, 2 p.m. to 11 p.m."

Route No. 79A (Tooronga-Kew).—Under the heading "Time-tables to be Observed" amend "20 minutes, 2 p.m." to read "30 minutes, 2 p.m.", and amend "20 minutes—8 a.m." to read "30 minutes—8 a.m."

Route No. 93A (Coburg-North Essendon).—Under the heading "Time-tables to be Observed" amend "20 minutes" to read "30 minutes."

Licensing Authority.—Pursuant to the provisions of section 15 (1) (c) of the said Act (No. 3742), the Governor in Council by this Order confers upon the Licensing Authority full power and authority for the carrying into effect by the said Licensing Authority of the foregoing provisions of this Order.

And the Honorable Patrick John Kennelly, His Majesty's Commissioner of Public Works for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

MOTOR OMNIBUS ACT 1928 (No. 3742).

At the Executive Council Chamber, Melbourne,
the eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Clarey | Mr. Fraser.

AMENDMENT OF THE PRESCRIPTIONS IN RESPECT OF CERTAIN METROPOLITAN MOTOR OMNIBUS ROUTES.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, and in pursuance of the powers conferred by the *Motor Omnibus Act 1928* (No. 3742), doth by this Order amend, as set out hereunder, the prescriptions in respect of certain routes within the metropolitan area along which motor omnibuses for which "regular service" licences are granted may ply for hire, viz.:—

Route No. 73A (Canterbury-Kew).—Under the heading "Maximum Number of Motor Omnibuses which may be Licensed on Route" amend "3" to read "4."

Route No. 105A (Yarraville-South Kingsville).—Under the heading "Description of Route, including Commencing and Terminal Points" add "also an extension from Saltley-street, via Blackshaw-road, to the corner of Blackshaw and Miller's roads."

Under the heading "Sections on Route" add "(5) Saltley-street to Miller's-road."

Under the heading "Fares to be Charged" delete "6d." and add "to Saltley-street, 6d. Section No. 5, 2d. Through fare to Miller's-road, 8d."

Under the heading "Time-tables to be Observed" delete "and beyond," and in place thereof insert "and to Saltley-street." After "including Sundays" add "also one trip each morning from Miller's-road, and one trip each afternoon to Miller's-road, at suitable times for children attending Spotswood State School."

Route No. 36A (Hampton).—Under the heading "Description of Route, including Commencing and Terminal Points" delete "to Holzer-street" and in place thereof insert "to Bluff-road."

Under the heading "Sections on Route" add "(2) Holzer-street to Bluff-road."

Under the heading "Fares to be Charged" delete "2d." and in place thereof insert "One section, 2d.; through fare, 3d."

Licensing Authority.—Pursuant to the provisions of section 15 (1) (c) of the said Act (No. 3742), the Governor in Council by this Order confers upon the Licensing Authority full power and authority for the carrying into effect by the said Licensing Authority of the foregoing provisions of this Order.

And the Honorable Patrick John Kennelly, His Majesty's Commissioner of Public Works for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

COUNTRY ROADS BOARD.

At the Executive Council Chamber, Melbourne, the
eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Clarey | Mr. Fraser.

ORDER APPROVING OF A NEW MAIN ROAD IN THE SHIRE OF HEALESVILLE.

WHEREAS the Country Roads Board constituted under the *Country Roads Act 1928* (No. 3662) has represented to His Excellency the Governor in Council that it appears to it desirable that the Healesville-Kinglake road in

the Shire of Healesville should be made by the said Board: And whereas the said Board in accordance with the requirements of section 19 of the said cited Act has caused to be prepared a map plan and estimate showing the points between which and on and through what land the said new road is proposed to be made and the cost of acquiring the land and constructing the said new road: And whereas on an inspection of the said map and plan and a consideration of the said estimate His Excellency the Governor in Council is satisfied that there are funds legally available for acquiring the land and constructing the said new road: Now therefore be it known by this present Order that His Excellency the Governor of the State of Victoria with the advice of the Executive Council thereof doth hereby approve of the said road being made, that is to say:—

All that piece of land in the Parish of Tarrawarra, the boundaries of which are as follow:—Commencing at the south-western angle of allotment 46A² of the said parish; thence by lines bearing respectively 359 deg. 35 min. 637 links, 12 deg. 56 min. 179.1 links, 32 deg. 18 min. 374.5 links, 206 deg. 11 min. 449.5 links, and 182 deg. 52 min. 725.5 links to the point of commencement—which said piece of land is particularly delineated and shown coloured red on survey plan numbered 4798, lodged in the office of the Country Roads Board.

And the Honorable Patrick John Kennelly, His Majesty's Commissioner of Public Works for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

COUNTRY ROADS BOARD.

At the Executive Council Chamber, Melbourne, the
eighteenth day of March, 1947.

PRESENT:

His Excellency the Governor of Victoria.
Mr. Clarey | Mr. Fraser.

ORDER APPROVING OF A NEW STATE HIGHWAY IN THE SHIRE OF METCALFE.

WHEREAS the Country Roads Board constituted under the *Country Roads Act 1928* (No. 3662) has represented to His Excellency the Governor in Council that it appears to it desirable that the Calder Highway in the Shire of Metcalfe should be made by the said Board: And whereas the said Board in accordance with the requirements of section 19 of the said cited Act has caused to be prepared a map plan and estimate showing the points between which and on and through what land the said new highway is proposed to be made and the cost of acquiring the land and constructing the said new highway: And whereas on an inspection of the said map and plan and a consideration of the said estimate His Excellency the Governor in Council is satisfied that there are funds legally available for acquiring the land and constructing the said new highway: Now therefore be it known by this present Order that His Excellency the Governor of the State of Victoria with the advice of the Executive Council thereof doth hereby approve of the said highway being made, that is to say:—

All that piece of land in the Parish of Elphinstone, the boundaries of which are as follow:—Commencing at a point on the northern boundary of allotment 34, section 12, of the said parish, distant 368.2 links from the north-eastern angle of the said allotment; thence by lines bearing respectively 157 deg. 41 min. 417.2 links, 325 deg. 21 min. 69.2 links, 337 deg. 41 min. 355.6 links, and 90 deg. 0 min. 16 links to the point of commencement—which said piece of land is particularly delineated and shown coloured red on survey plan numbered 4797, lodged in the office of the Country Roads Board.

And the Honorable Patrick John Kennelly, His Majesty's Commissioner of Public Works for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

COUNTRY FIRE AUTHORITY ACTS.

*At the Executive Council Chamber, Melbourne, the
twenty-fifth day of March, 1947.*

PRESENT:

His Excellency the Governor of Victoria.
Mr. Hayes | Mr. Fraser.

REGULATIONS.

WHEREAS by the Country Fire Authority Acts it is amongst other things enacted that the Governor in Council may, upon the recommendation of the Country Fire Authority, make regulations prescribing the manner of election of representatives of urban and rural fire brigades for appointment to Local Advisory Committees and of representatives of Local Advisory Committees for appointment to Regional Advisory Committees:

And whereas the Country Fire Authority has recommended that the Regulations herein contained be made:

Now therefore His Excellency the Governor of the State of Victoria in the Commonwealth of Australia, by and with the advice of the Executive Council of the said State, in pursuance of the powers conferred by the Country Fire Authority Acts and upon the recommendation of the Country Fire Authority, doth make the Regulations following (that is to say):—

1. These Regulations may be cited as the "Country Fire Authority (Regional and Local Advisory Committees) Regulations."

2. In these Regulations, unless inconsistent with the context or subject matter—

"Authority" means the Country Fire Authority.

"Brigade" means an Urban Fire Brigade or a Rural Fire Brigade registered by the Country Fire Authority pursuant to the Country Fire Authority Acts and the Regulations made thereunder.

3. (1) Whenever it is necessary for a representative of any urban or rural brigade to be elected, pursuant to sub-section (2) of section six of the *Country Fire Authority Act 1946*, for appointment by the Authority to a Local Advisory Committee, the Authority shall cause to be sent to the secretary of each such brigade a notice calling upon the secretary to convene within a period of one month a meeting of members of the brigade for the purpose of electing a representative for appointment as aforesaid.

(2) As soon as practicable after the receipt of such notice the secretary of each brigade shall convene a meeting of members of such brigade.

(3) At such meeting a representative for appointment to the Local Advisory Committee shall be elected by a majority of the members present at such meeting and forthwith after election, the secretary of the brigade shall notify the Authority that an election has been held and shall state the full name and address of the person so elected.

4. (1) Whenever it is necessary for any Local Advisory Committee to elect representatives for appointment to a Regional Advisory Committee, pursuant to sub-section (2) of section 4 of the *Country Fire Authority Act 1946*, the Authority shall cause to be sent to the chairman of each Local Advisory Committee a notice calling upon such chairman to convene within a period of one month a meeting of the members of the Local Advisory Committee, for the purpose of electing two representatives for appointment as aforesaid.

(2) As soon as practicable after receipt of the notice aforesaid the chairman of each Local Advisory Committee shall convene a meeting of members of such committee.

(3) At such meeting two representatives for appointment to the Regional Advisory Committee shall be elected separately by a majority of the members present at such meeting and forthwith after election the chairman of the Local Advisory Committee shall notify the Authority that an election has been held and shall state the full names and addresses of the persons so elected.

5. If at any election of a representative for appointment to a Local Advisory Committee or of representatives for appointment to a Regional Advisory Committee, two or more candidates have an equal number of votes, the chairman or other person presiding at such meeting shall exercise a casting vote.

And the Honorable William Slater, His Majesty's Chief Secretary for the State of Victoria, shall give the necessary directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.

APPROACHING LAND SALES.

SALES of Crown lands, in fee-simple, will be held at the under-mentioned places and dates, viz.:-

	No. of Gazette.
Bairnsdale.—Thursday, 24th April, 1947	.. 216
Foster.—Thursday, 17th April, 1947	.. 184
Geelong.—Thursday, 17th April, 1947	.. 184
Numurkah.—Thursday, 17th April, 1947	.. 197

Lands and Survey Office, Melbourne.

CLOSER SETTLEMENT ACT.

NOTIFICATION is hereby given that the Sale of Closer Settlement Land, hereunder described, which was to be held at the LAND OFFICE, BAIRNSDALE, on THURSDAY, 17th APRIL, 1947, *vide Government Gazette* of 19th March, 1947, has been postponed, and will now be held at the same place on THURSDAY, 24th APRIL, 1947, at half-past TWO o'clock p.m.

A Sale of the under-mentioned land, in fee-simple, by auction, will be held at the LANDS OFFICE, BAIRNSDALE, on THURSDAY, 24th APRIL, 1947, at half-past TWO o'clock p.m. To be conducted by L. W. BIRCH, Land Officer, Bairnsdale.

PARISH OF WY YUNG, COUNTY OF DARGO.

Area 74 acres 1 rood 20 perches, allotment 60A. Formerly held by W. G. A. Norman. Situated about 4 miles from Bairnsdale. Improvements consist of small house, dam, and fencing.

TERMS AND CONDITIONS.

Deposit to be paid at sale, 20 per cent. of purchase price. Balance payable by twenty equal half-yearly instalments, with interest computed at the rate of 4½ per cent. per annum on the unpaid balance.

Purchaser may pay balance and fees at any time prior to due date, or may, with the consent of the Board of Land and Works, transfer his interest in the purchase (fee £1).

The registration of the transfer may be subject to payment of such further sum as the Board may require in reduction of the outstanding balance:

Crown grant will be prepared and issued as soon as practicable after payment of purchase money in full.

Improvements to be maintained and insured with the Board of Land and Works.

L. W. GALVIN,
Commissioner of Crown Lands and Survey.
Melbourne, 24th March, 1947.

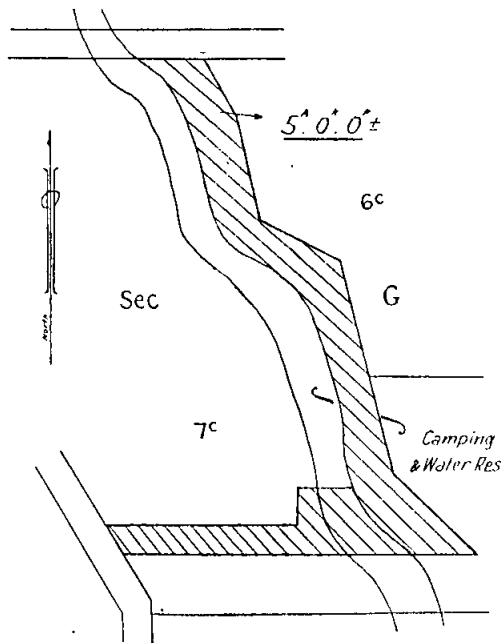
PROPOSED REVOCATION OF TEMPORARY RESERVATIONS OF LAND BY ORDER IN COUNCIL.

IN pursuance of the provisions of the *Land Act* 1928, notice is hereby given that it is the intention of the Governor in Council to revoke the temporary reservations of land by Order in Council hereunder referred to, viz.:-

The following Notice was published 1^o on the 5th March, 1947, pursuant to Order of the 24th February, 1947.

MOYREISK.—The Order in Council of the 28th December, 1906, temporarily reserving 17 acres, more or less, of land in the Parish of Moyreisk as a site for Camping and

Watering purposes is about to be revoked so far as regards the portion indicated by hachure on plan hereunder.—(M.232(6)) (Rs.2444).



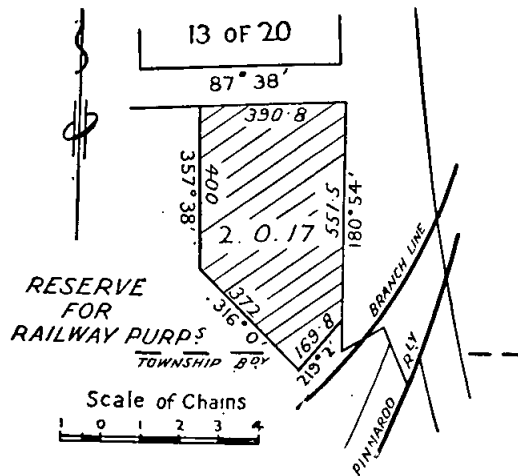
L. W. GALVIN,
Commissioner of Crown Lands and Survey.

PROPOSED REVOCATION OF TEMPORARY RESERVATION OF LAND BY ORDER IN COUNCIL.

IN pursuance of the provisions of the *Land Act* 1928, notice is hereby given that it is the intention of the Governor in Council to revoke the temporary reservation of land by Order in Council hereunder referred to, viz.:-

The following Notice was published 1^o on the 12th March, 1947, pursuant to Order of the 3rd March, 1947.

OUYEN.—The Order in Council of the 20th of March, 1917, temporarily reserving 83 acres 3 roods 32 perches of land in the Township and Parish of Ouyen as a site for Railway purposes, revoked as to part by various Orders, is about to be further revoked so far as regards the portion thereof containing 2 acres 0 roods 17 perches, as indicated by hachure on plan hereunder.—(O.22(B⁴)) (Rs.1437).



L. W. GALVIN,
Commissioner of Crown Lands and Survey.

PROPOSED REVOCATION OF TEMPORARY RESERVATIONS OF LANDS BY ORDERS IN COUNCIL.

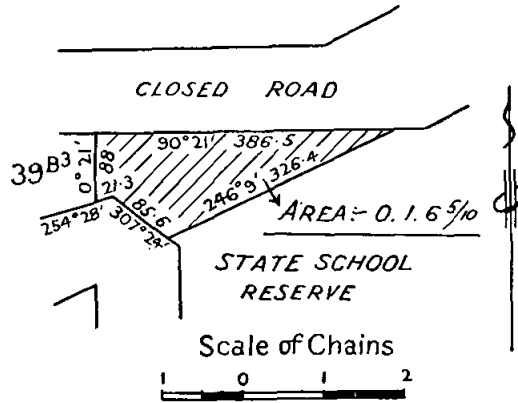
IN pursuance of the provisions of the *Land Act 1928*, notice is hereby given that it is the intention of the Governor in Council to revoke the temporary reservations of lands by Orders in Council hereunder referred to, viz.:—
 The following Notices were published 1° on the 19th March, 1947, pursuant to Orders of the 11th March, 1947.

MARYSVILLE.—The Order in Council of the 10th May, 1921, temporarily reserving 7 acres 1 rood 20 perches of land in the Township of Marysville as a site for Recreation purposes, is about to be revoked.—(M.431(3) (Rs.2311).

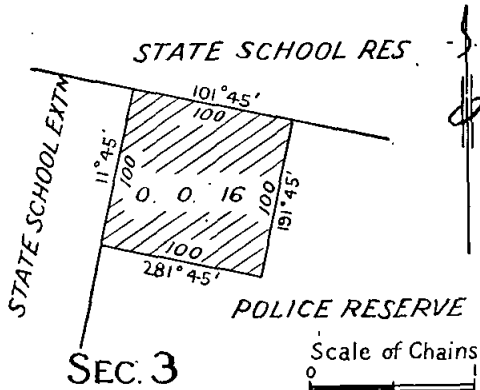
COONOOER EAST.—The Order in Council of the 13th August, 1877, temporarily reserving as a site for Public purposes (State School), and withholding from sale, leasing, and licensing 5 acres of land in the Parish of Coonooer East, is about to be revoked.—(C.404(6) (C.90105).

LILLYDALE.—The Order in Council of the 3rd July, 1866, temporarily reserving 1 acre of land at Lillydale as a site for Police purposes, revoked as to part by Order of the 11th December, 1917, is about to be further revoked so far only as regards the portion thereof containing 16 perches indicated by hachure on plan hereunder.—(L.66(2) (Rs.1749).

is about to be revoked so far only as regards the portion thereof containing 1 rood 6 5/10 perches indicated by hachure on plan hereunder.—(T.66(10) (Rs.5171).



L. W. GALVIN,
 Commissioner of Crown Lands and Survey.



TAMBO.—The Order in Council of the 29th April, 1941, temporarily reserving 2 acres 1 rood 4 perches of land in the Parish of Tambo as a site for State School purposes

COMMON ABOUT TO BE DIMINISHED.

IN pursuance of the provisions contained in Division 10 of Part I. of the *Land Act 1928* (No. 3709), notice is hereby given that it is the intention of the Governor in Council to diminish the common hereinafter mentioned, viz.:—

The following Notice was published 1° on the 19th March, 1947, pursuant to Order of the 11th March, 1947.

The Ararat Common proclaimed as such by Order in Council of the 22nd August, 1892, is about to be diminished by deducting therefrom all lands within the boundaries of the Common except the portions of unoccupied Crown land indicated by red colour on plan marked "A.6.12.46" attached to Lands Department correspondence Rs.768.

L. W. GALVIN,
 Commissioner of Crown Lands and Survey.

Land Act 1928.

LEASES AND LICENCES UNDER THE LAND ACTS 1915 AND 1928 DECLARED EXPIRED OR VOID.

NOTICE is hereby given that the Leases and Licences mentioned in the Schedule hereunder have been declared expired or void.

District.	Corr. No.	Name of Lessee or Licensee.	Section of Land Act under which Leased or Licensed.	Parish.	Allotment.	Area.	Class.	Annual Rental.	Reasons.
Melbourne..	0470/125	Orlando John Say	125	City of South Melbourne	20, section 101A	A. R. P. 0 0 19 ⁷ / ₁₀	..	£ s. d. 70 0 0	Expired
St. Arnaud	0176/141	Ronald James Gregson	141	Parish of Borung	37, section 1	282 3 28	..	1 0 0	Abandoned

Department of Lands and Survey,
 Melbourne, 26th March, 1947.

L. W. GALVIN,
 Commissioner of Crown Lands and Survey.

Land Act 1928.

LEASE SURRENDERED.

NOTICE is hereby given that the Governor in Council has accepted the surrender of the Lease mentioned in the Schedule hereunder for the reason specified.

District.	Corr. No.	Name.	Section of Land Act under which Leased.	Parish.	Allotment.	Area.	Class.	Reason.
Melbourne ..	0425/125	The Eagle and Globe Company Limited	125	City of South Melbourne	20, section D	A. R. P. 0 1 33 ³ / ₁₀	..	Lease surrendered. New lease to issue

Department of Lands and Survey,
 Melbourne, 18th March, 1947.

L. W. GALVIN,
 Commissioner of Crown Lands and Survey.

LIST OF CROWN LANDS AVAILABLE.

THE under-mentioned areas are available for application as provided by various sections of the *Land Act 1923*, and all applications received on or before Wednesday, 23rd April, 1947, will be deemed to have been simultaneously made, but any application lodged after such date may be considered if received in time for inclusion in the advertisement of the cases to be heard at the Local Land Board. Applications on proper form, accompanied by 5s. duty stamp uncancelled (registration fee), may be delivered or forwarded by post to the Local Land Officer or to any Crown Lands Office in Victoria. Applicants may obtain from Local Land Officers, or the Enquiry Office, Lands Department, Melbourne, a certificate authorizing the issue of a return ticket at concession fares to enable them to inspect available areas or to attend Local Land Boards. When an applicant is granted an allotment he may, if travelling by rail, obtain reduced fares for his family and also freight concessions in regard to some of his effects.

Subject to the approval of the Minister, when the survey fee exceeds £10, a deposit of £5 may be paid, and the balance over six years in half-yearly instalments. Marked plans of any particular area, application forms, and any further information may be obtained from the Enquiry Office, Lands Department, Melbourne, and Land Officers, Hamilton and Ballarat.

Department of Crown Lands and Survey, Melbourne, 26th March, 1947. L. W. GALVIN, Commissioner of Crown Lands and Survey.

* Improvements may be subject to re-valuation after land has been granted to an applicant.

Local Land Office.	County.	Parish.	Allotment.	Section.	Area.	How available.		Survey Fee.	Valuation of Improvement (if any).	Location of Land, etc.	Nearest Railway Station or Township and Distance in miles therefrom.	How accessible.	Water Supply.	General Description of Land—Soil, Timber, Suitability (Cultiva. &c.)	
						Classification.	Value per Acre.								
				A. R. P.		£ s. d.		£ s. d.							
Hamilton (a)	Normanby	Hotspar ..	18	B	60 1 28	3rd	0 10 0	7 7 6	To be valued	In centre of parish	Hotspar Township, ½ mile	By road ..	To be conserved	Undulating; sandy; stunted gum; suitable for grazing. 7.28795	
AVAILABLE UNDER SECTION 129, LAND ACT 1928.															
Ballaarat ..	Bouke ..	Village of Boyup	11	11	0 3 0		Rental to be fixed	3 7 6	To be valued	At Barry's Reet	Trentham R.S., 6 miles	Motalled road	Well and mill	Dwelling and garden. J.27204	
Ballaarat ..	Grant ..	Ballaarat	16	4	1 3 23		"	3 2 6	"	In south of parish	Ballaarat R.S., 3 miles	By road ..	By conservation	Garden. 649/129	

(a) Subject to timber condition.

THE CLOSER SETTLEMENT ACT 1938.

THE Farm Allotment mentioned in the Schedule hereunder is hereby proclaimed available for application, and may be taken up under Closer Settlement Lease. All applications received on or before Wednesday, 23rd April, 1947, will be deemed to have been simultaneously made, but any application lodged after such date may be considered if received in time for inclusion in the advertisement of the case to be heard at the Local Land Board.

Parish.	Allotment.	Section.	Area.	Monetary Liability.	Deposit, including Lease and Registration Fees.	Term of Lease.	Remarks.
Rich Avon East..	11	20	A. R. P. 340 0 10	£ s. d. 2,300 0 0	£ s. d. 301 5 0	36 years	£110 yearly. Special condition—subject to channel easement in favour of State Rivers and Water Supply Commission.

L. W. GALVIN,
Commissioner of Crown Lands and Survey.

Department of Lands and Survey,
Melbourne, 26th March, 1947.

COMMITTEES OF MANAGEMENT OF RESERVES.

APPOINTMENTS.

WHEREAS by section 184 of the *Land Act 1928* it is provided that it shall be lawful for the Governor in Council or the Board of Land and Works to appoint and remove any number of persons, not less than three, or any municipal council, or the governing body of any corporation, to be a Committee of Management of any specified Crown land reserved either temporarily or permanently for any of the purposes set out in section 14 of the *Land Act 1928*, and not conveyed to or vested in trustees: Now therefore the Board of Land and Works doth hereby appoint the under-mentioned persons to be members of the Committee of Management of the Reserves named:—

"CARAMUT RACECOURSE AND RECREATION RESERVE."

John Joseph Garvey, Daniel Hassett, Charles Coleman Kelly, Edward Barker Smith, Henry Alfred Williams as a Committee of Management for a period of three (3) years from 16th March, 1947, of the land temporarily reserved by Order in Council dated 18th December, 1871, as a site for Racecourse and Recreation purposes at Caramut, and known as the "Caramut Racecourse and Recreation Reserve."—(Corres. Rs.1414.)

"FOSTER RECREATION (TENNIS) RESERVE."

Percy James Wilson, Clyde Grenville Smith, John Malcolm McGilvray, and Walter James Baker as a Committee of Management for a period of three (3) years from 2nd October, 1946, of the land temporarily reserved by Order in Council dated the 9th November, 1936, as a site for Public Recreation in the Parish of Wonga Wonga, and known as the "Foster Recreation (Tennis) Reserve."—(Corres. Rs.4631.)

"HARROW RACECOURSE RESERVE."

Edmund Peet Kirby, Thomas Patrick Gartlan, Job Hamilton Turner, Alexander McDonald, Edward Victor Jones, Hugh McDonald Ross, and Sydney McPherson Willes as a Committee of Management for a period of three (3) years of the land temporarily reserved by Order in Council dated the 7th February, 1876, as a site for Recreation and other Public purposes in the Parish of Harrow, and known as the "Harrow Racecourse Reserve."—(Corres. Rs.2542.)

"MERBEIN RACECOURSE AND PUBLIC RECREATION RESERVE."

Arthur William Sydney Hayles, William Crosbie, Michael Ernest O'Halloran, John Joseph O'Halloran, Frederick John James Holcombe, Ernest Kelly, and Michael O'Halloran as a Committee of Management for a period of three (3) years, ending the 4th March, 1950, of the land temporarily reserved by Order in Council dated the 27th May, 1930, as a site for Racecourse and Public Recreation in the Parish of Merbein, and known as the "Merbein Racecourse and Public Recreation Reserve."—(Corres. Rs.4000.)

"MOYHU RECREATION RESERVE."

John Laylor Gibb, William Ignatius Costigan, Arthur Hiram Ivers, John Percy Doig, Thomas Henry Shin, Hector Albert Sampson, and Michael John Byrne as a Committee of Management for a period of three (3) years of the land temporarily reserved by Order in Council dated the 16th September, 1940, as a site for Public Recreation in the Parish of Moyhu, and known as the "Moyhu Recreation Reserve."—(Corres. Rs.5089.)

"WOORNDOO RECREATION RESERVE."

Leslie Robert Gale, Terence Sweetnam Lee Archer, Robert Jamieson, Roy Francis Gale, Robert Jervies, Stanley Jervies, and Richard Arthur de Clercq as a Committee of Management for a period of three (3) years, as from 8th March, 1947, of the land temporarily reserved by Order in Council dated the 8th November, 1937, as a site for Public Recreation in the Parish of Woorndoo, and known as the "Woorndoo Recreation Reserve."—(Corres. Rs.4740.)

In witness whereof the common seal of the Board of Land and Works was hereunto affixed, this nineteenth day of March, One thousand nine hundred and forty-seven, in the presence of—

(SEAL) L. W. GALVIN, President.
W. MCILROY, Member.

COMMITTEE OF MANAGEMENT.—MILDURA RIVER FRONTAGE.

APPOINTMENT REVOKED AS TO PART.

WHEREAS by section 184 of the *Land Act 1928* it is provided that it shall be lawful for the Governor in Council or the Board of Lands and Works to appoint any number of persons, not less than three, or any municipal council, or the governing body of any corporation, to be a Committee of Management of any specified Crown land reserved either temporarily or permanently for any of the purposes set out in section 14 of the *Land Act 1928*, and not conveyed to or vested in trustees and to remove any or all of the persons so appointed or revoke the appointment of any such Council or body: Now therefore the Board of Land and Works doth hereby revoke the appointment of the Council of the Town of Mildura as a Committee of Management of such portion of the Reserve along the bank of the River Murray as is indicated by pink tint on plan marked M/16.10.24 on Lands Department correspondence C.74988, so far as regards the land indicated by blue border on plan marked M/12.3.47 with such correspondence.—(C.74988.)

In witness whereof the common seal of the Board of Land and Works was hereunto affixed, this nineteenth day of March, One thousand nine hundred and forty-seven, in the presence of—

(SEAL) L. W. GALVIN, President.
W. MCILROY, Member.

REGULATIONS FOR THE CARE, PROTECTION, AND MANAGEMENT OF THE RESERVES KNOWN AS THE "ENSAY RECREATION RESERVE."

WHEREAS by section 181 of the *Land Act 1928*, as re-enacted by section 9 of the *Land Act 1941*, power is given to the Board of Land and Works to make Regulations in respect of the care, protection, and management of any Crown lands which has been reserved under the Land Acts for any public purpose whatsoever, and which has not been conveyed to or vested in trustees, and for the further purposes as enacted: Now therefore the Board of Land and Works, in pursuance of the powers conferred as aforesaid, doth hereby make the following Regulations in respect of the lands reserved by Orders in Council dated 12th June, 1945, and 7th May, 1946, as sites for Recreation purposes in the Parish of Angora, and known as the "Ensay Recreation Reserve," hereinafter referred to as the "Reserve," such reservation having been placed under the control of a Committee of Management, hereinafter referred to as the "Committee."

REGULATIONS.

1. The Reserve shall be open to the public free of charge from sunrise to sunset, except on such days, not exceeding fifty-two (52) in any one year, as the Reserve may be set apart for cricket, football, or other matches, shows, sports, fêtes, musical performances, outdoor gatherings, or holiday amusements, on any of which occasions a sum, not exceeding Five shillings (5s.), may be charged and taken for admission of each adult person to the Reserve; but no person shall be permitted to enter any of the buildings on the Reserve on days on which fees for admission are not being charged, without permission, in writing, of the Committee first obtained.

2. No person shall—

- (a) Enter or remain in the Reserve who may offend against decency as regards dress, language, or conduct, or who may behave in a disorderly, unseemly, or offensive manner, or create or take part in any disturbance.
- (b) Enter or remain in the Reserve whilst in a state of intoxication.
- (c) Use indecent or offensive language in the Reserve.
- (d) Bring any intoxicating liquor on to the Reserve, without the consent of the Committee.
- (e) Obstruct, hinder, or interfere with any person under authority from the Committee or employed by them at the Reserve.
- (f) Exercise or train any horse or pony on the Reserve, or on any part thereof, without the consent of the Committee.

3. The Committee shall have power to hold entertainments, shows, or performances on the Reserve, and to make a charge for admission thereto as hereinbefore provided.

4. The Committee shall have power to let any portion of the Reserve to any club, association, person, or society for the purpose of holding entertainments, performances, shows, or sports, subject to the payment of such fees and on such terms as it may be deemed to be reasonable and consistent with these Regulations, and to authorize any club, association, society, or person to make a charge for admission thereto, as hereinbefore provided in these Regulations.

5. No club, association, society, or person shall hold any entertainment, performance, show, or ceremony on any part of the Reserve without the authority of the Committee first obtained.

6. No person, except the Committee or its officers or employees on duty, shall enter any part of the Reserve when a charge is made for admission without first paying the fees chargeable for such admission.

7. No person shall park a motor car, vehicle, or motor cycle in the Reserve, except at such places as are set apart for that purpose by the Committee.

8. No person shall take part in any games, sport, or entertainments of any sort in the Reserve at any time without the permission of the Committee first obtained.

9. No person, club, or other body using the Reserve shall damage any building on any part of the Reserve, or the fittings thereof, and in the event of such damage occurring during their occupancy thereof, such persons, club, or other body shall be responsible for such damage, and shall pay to the Committee the cost of making good and repairing such building or fittings.

10. No person shall in the Reserve interfere with or break or damage any of the trees, plants, or shrubs, or pluck any flowers, or walk on the beds or borders, or climb, jump, or get under or over any of the fences, gates, seats, or other structures, roll or throw stones or other missiles, or leave any bottles, broken glass, paper, orange peel, banana skins, or any refuse or rubbish whatever therein; or post bills or advertisements on any of the fences, gates, seats, or other structures therein.

11. No person shall light a fire in the Reserve, except at such places as are set apart for that purpose by the Committee.

12. No person shall put in the Reserve any cattle, horses, pigs, goats, or any other animals without the permission of the Committee first obtained.

13. No person shall camp in the Reserve or erect therein any building, or any other structure, without the consent of the Committee first obtained.

14. No person shall sell or offer for sale any article in the Reserve without the permission of the Committee first had and obtained, and then only subject to such conditions as such Committee may determine.

15. No person, club, or other body shall, without the consent of the Committee first obtained, grade or scrape the ground of, or cut or burn any grass growing on any part of the Reserve.

Every person who contravenes or fails to comply with these Regulations shall, in accordance with the provisions of section 181 of the *Land Act 1928*, as re-enacted by section 9 of the *Land Act 1941*, for each offence be liable to a penalty of not more than Five pounds, and every person who contravenes or fails to comply with any such Regulation and who, after he has been warned by any bailiff of Crown land or by any member of the Police Force, does not desist therefrom may be forthwith apprehended by such bailiff or member of the Police Force and taken before some justice to be dealt with according to law, and shall be liable to a penalty of not more than Ten pounds.

The common seal of the Board of Land and Works was hereunto affixed this 19th day of March, 1947, in the presence of—

(SEAL) L. W. GALVIN, President.
W. MCILROY, Member.

TENDERS.

TENDERS will be received at this office until TEN A.M. on the days and for the purposes under mentioned.

Particulars may be learnt at this office, and also at the offices named in each instance.

The Board of Land and Works will not necessarily accept the lowest or any tender.

1st April, 1947.

Arcadia.—Erection of teacher's residence, State School No. 1880. Particulars at Inspectors of Works Offices, Benalla, Bendigo, Shepparton; Police Station, Echuca; State School, Arcadia. Preliminary deposit, £15. Final deposit, 2 per cent.

Ardmona.—Alterations and additions, State School No. 1563. Particulars at Inspectors of Works Offices, Bendigo, Shepparton; Police Stations, Murchison, Numurkah, Seymour; State School, Ardmona. Preliminary deposit, £15. Final deposit, 2 per cent.

Ballarat.—Provision of new concrete and wooden floor, new cupboards and partitions, &c., in basement, Electrical Engineering Department, School of Mines. Particulars at Inspector of Works Office, Ballarat. Preliminary deposit, £10. Final deposit, 2 per cent.

Barkstead.—Removal of school residence from State School No. 1062, Craigie, re-erection and repairs, State School No. 985. Particulars at Inspectors of Works Offices, Ballarat, Bendigo; Police Stations, Castlemaine, Trentham; State School, Barkstead. Preliminary deposit, £10. Final deposit, 2 per cent.

Beechworth.—Installation of electric hot-water service, Police Station. Particulars at Inspectors of Works Offices, Benalla, Bendigo, Wangaratta; Police Station, Beechworth. Deposit, £2.

Castle Donnington.—Erection of new teacher's residence, State School No. 3762. Particulars at Inspectors of Works Offices, Bendigo, Swan Hill; Police Stations, Echuca, Kerang; State School, Castle Donnington. Preliminary deposit, £15. Final deposit, 2 per cent.

Cowes.—Supply and delivery of piles, Jetty. Preliminary deposit, £10. Final deposit, 2 per cent.

Cranbourne.—Installation of electric hot-water service, Police Station. Particulars at Inspector of Works Office, Korumburra; Police Station, Cranbourne. Deposit, £2.

Edgecombe.—Renewal of fencing, State School No. 277. Particulars at Inspector of Works Office, Bendigo; Police Stations, Kyneton, Woodend; State School, Edgecombe. Preliminary deposit, £3. Final deposit, 2 per cent.

Kew.—Erection of new kiosk, Mental Hospital. Preliminary deposit, £15. Final deposit, 2 per cent.

Kingsville.—Renovations and additions to out-office accommodation, State School No. 3988. Preliminary deposit, £10. Final deposit, 2 per cent.

- Kyneton.—Heating of class-rooms, State School No. 343. Particulars at Inspector of Works Office, Bendigo; Police Stations, Daylesford, Trentham; State School, Kyneton. Preliminary deposit, £4. Final deposit, 2 per cent.
- Lake Boga.—Repairs and painting, school and residence, State School No. 3278. Particulars at Inspector of Works Office, Swan Hill; Police Stations, Kerang, Pyramid Hill; State School, Lake Boga. Preliminary deposit, £25. Final deposit, 2 per cent.
- Lallat Plains.—Erection of new teacher's residence, State School No. 1686. Particulars at Inspectors of Works Offices, Horsham, Stawell; Police Station, Ararat; State School, Lallat Plains. Preliminary deposit, £15. Final deposit, 2 per cent.
- Longerenong.—Removal and alterations of workman's cottage, Agricultural College. Particulars at Inspectors of Works Offices, Ballarat, Horsham; Agricultural College, Longerenong. Preliminary deposit, £10. Final deposit, 2 per cent.
- Melbourne.—Supply and installation of central-heating system, Victoria Car Park, 107 Russell-street. Preliminary deposit, £20. Final deposit, 2 per cent.
- Minyip.—Erection of new out-offices, fencing, repairs and painting, State School No. 2167. Particulars at Inspector of Works Office, Horsham; Police Station, Murtoa; State School, Minyip. Preliminary deposit, £5. Final deposit, 2 per cent.
- Mont Park.—Supply and delivery of steam-heated autoclave for Pharmacy Department, Mental Hospital. Preliminary deposit, £3. Final deposit, 2 per cent.
- Mont Park.—Supply and installation of domestic type refrigerator, Mental Hospital. Preliminary deposit, £2. Final deposit, 2 per cent.
- Moonee Ponds.—Repairs to fencing, &c., State School No. 3987. Particulars at State School, Moonee Ponds. Deposit, £4.
- Osborne's Flat.—Repairs to school and residence, new shelter sheds, State School No. 1463. Particulars at Inspector of Works Office, Wangaratta; Police Stations, Beechworth, Tallangatta, Yackandandah. Preliminary deposit, £5. Final deposit, 2 per cent.
- Powelltown.—Provision of new bath, basin, linen press, &c., State School No. 3957. Particulars at Police Stations, Lilydale, Warburton; State School, Powelltown. Deposit, £3.
- Pyalong.—Repairs and renovations, and provision of windmill and pump, &c., Police Station. Particulars at Police Stations, Kilmore, Pyalong, Seymour. Preliminary deposit, £4. Final deposit, 2 per cent.
- Royal Park.—Supply and installation of two (2) refrigerators, Mental Hospital. Preliminary deposit, £4. Final deposit, 2 per cent.
- Sale.—General repairs, State School No. 545. Particulars at Inspector of Works Office, Bairnsdale; Police Stations, Maffra, Traralgon; State School, Sale. Preliminary deposit, £5. Final deposit, 2 per cent.
- Shepparton.—Erection of new timber residence, Staff Residence No. 266, State Rivers and Water Supply Commission. Particulars at Inspectors of Works Offices, Bendigo, Shepparton; Police Stations, Echuca, Cobram, Tatura. Preliminary deposit, £15. Final deposit, 2 per cent.
- Shepparton.—Erection of new timber residence, Staff Residence No. 277, State Rivers and Water Supply Commission. Particulars at Inspectors of Works Offices, Bendigo, Shepparton; Police Stations, Cobram, Echuca, Tatura. Preliminary deposit, £15. Final deposit, 2 per cent.
- St. Arnaud.—Removal of State School No. 2121, Beazley's Bridge, re-erection, repairs, and painting, State School No. 1646. Particulars at Inspector of Works Office, Maryborough; Police Station, Donald; State School, St. Arnaud. Preliminary deposit, £4. Final deposit, 2 per cent.
- Stawell.—Supply and installation of domestic type refrigerator, Pleasant Creek Special School. Preliminary deposit, £2. Final deposit, 2 per cent.
- Tahara.—Erection of teacher's residence in timber, State School No. 1378. Particulars at Inspector of Works Office, Hamilton; Police Stations, Casterton, Coleraine, Portland; State School, Tahara. Preliminary deposit, £15. Final deposit, 2 per cent.
- Tongala.—Erection of new timber residence, Staff Residence No. 270, State Rivers and Water Supply Commission. Particulars at Inspectors of Works Offices, Bendigo, Shepparton; Police Stations, Echuca, Kyabram, Tongala. Preliminary deposit, £15. Final deposit, 2 per cent.
- Trafalgar.—Installation of electric hot-water service, Police Station. Particulars at Inspector of Works Office, Korumburra; Police Station, Trafalgar. Deposit, £2.
- Tunstall.—Repairs, State School No. 4190. Particulars at State School, Tunstall. Deposit, £3.
- Tyntynder Central.—Erection of new teacher's residence, State School No. 3795. Particulars at Inspectors of Works Offices, Bendigo, Swan Hill; Police Stations, Echuca, Kerang; State School, Tyntynder Central. Preliminary deposit, £15. Final deposit, 2 per cent.
- Warragul.—Installation of electric hot-water service, Police Station. Particulars at Inspector of Works Office, Korumburra; Police Station, Warragul. Deposit, £2.

8th April, 1947.

Bairnsdale.—Removal of Army Huts from R.A.A.F. Radar Station, Bairnsdale, re-erection and remodelling, High School. Particulars at Inspector of Works Office, Bairnsdale; Police Stations, Orbost, Sale; High School, Bairnsdale. Preliminary deposit, £5. Final deposit, 2 per cent.

Beechworth.—Connexion of sewerage system from farm piggery to the institution, sand filter, and drains, Mental Hospital. Particulars at Inspector of Works Office, Wangaratta; Police Stations, Myrtleford, Yackandandah. Preliminary deposit, £10. Final deposit, 2 per cent.

Bethanga.—Repairs and painting, &c., and provision of new garage and out-office, residence, State School No. 1883. Particulars at Inspector of Works Office, Wangaratta; Police Stations, Tallangatta, Wodonga; State School, Bethanga. Preliminary deposit, £5. Final deposit, 2 per cent.

Boisdale.—Erection of junior and infants wings, Consolidated School. Particulars at Inspector of Works Office, Bairnsdale; Police Stations, Sale, Traralgon; Consolidated School, Boisdale. Preliminary deposit, £25. Final deposit, 2 per cent.

Bolwarra.—Erection of teacher's residence in timber, State School No. 1324. Particulars at Inspectors of Works Offices, Hamilton, Warrnambool; Police Station, Portland; State School, Bolwarra. Preliminary deposit, £15. Final deposit, 2 per cent.

Brighton.—Painting and repairs, Court House. Deposit, £4.

Buffalo.—Erection and completion of teacher's residence, State School No. 3240. Particulars at Inspector of Works Office, Korumburra; Police Stations, Warragul, Wonthaggi; State School, Buffalo. Preliminary deposit, £15. Final deposit, 2 per cent.

Bungaree.—Painting and repairs, &c., Teacher's Residence, State School No. 1960. Particulars at Inspector of Works Office, Ballarat; State School, Bungaree. Deposit, £3.

Burnley.—Provision of nursery frames, Horticultural Gardens. Preliminary deposit, £5. Final deposit, 2 per cent.

Canterbury.—Improved lavatory accommodation, State School No. 3572. Particulars at State School, Canterbury. Deposit, £4.

Cobram.—Erection of new timber residence, Staff Residence No. 265, State Rivers and Water Supply Commission. Particulars at Inspectors of Works Offices, Bendigo, Shepparton; Police Stations, Cobram, Nathalia, Numurkah. Preliminary deposit, £15. Final deposit, 2 per cent.

Dalton's Bridge.—Erection of timber residence, garage, out-buildings, and fences, State School No. 4137. Particulars at Inspectors of Works Offices, Bendigo, Swan Hill; Police Stations, Echuca; Kerang; State School, Dalton's Bridge. Preliminary deposit, £15. Final deposit, 2 per cent.

Dandenong.—Repairs to roof and spouting, State School No. 1403. Particulars at State School, Dandenong. Preliminary deposit, £5. Final deposit, 2 per cent.

Blackburn.—Provision of new verandah, alterations and painting, State School No. 3850 (Open Air School). Particulars at State School, Blackburn. Preliminary deposit, £10. Final deposit, 2 per cent.

Geelong.—Erection of quarters for nursing and domestic staff, Infectious Diseases Hospital. Particulars at Inspectors of Works Offices, Ballarat, Geelong. Preliminary deposit, £50. Final deposit, 2 per cent. (Quantities.)

Glenmaggie.—Removal of out-offices, painting, and repairs, State School No. 1576. Particulars at Inspector of Works Office, Bairnsdale; Police Stations, Moe; Morwell; State School, Glenmaggie. Preliminary deposit, £2. Final deposit, 2 per cent.

Greenvale.—Erection of four (4) timber residences, Sanatorium. Preliminary deposit, £25. Final deposit, 2 per cent.

Jumbuk.—Removal of State School No. 3673, Callignee South, and re-erection, repairs, and painting, State School No. 3349. Particulars at Inspector of Works Office, Korumburra; Police Stations, Mirboo North, Traralgon; State School, Jumbuk. Preliminary deposit, £5. Final deposit, 2 per cent.

Koondrook.—Repairs and painting, State School No. 2265. Particulars at Inspector of Works Office, Swan Hill; Police Station, Kerang; State School, Koondrook. Preliminary deposit, £10. Final deposit, 2 per cent.

Koo-wee-rup.—Erection of timber residence, office, garage, &c., Police Station. Particulars at Police Stations, Frankston, Koo-wee-rup, Mornington. Preliminary deposit, £15. Final deposit, 2 per cent.

Kyneton.—Erection of timber residence for Inspector of Works, Public Works Department. Particulars at Inspector of Works Office, Bendigo; Police Stations, Castlemaine, Daylesford, Kyneton, Macedon, Woodend. Preliminary deposit, £15. Final deposit, 2 per cent.

Malvern.—Repairs to fencing, State School No. 2586. Deposit, £4.

Melbourne.—Painting, Forests Commission, 188 King-street. Deposit, £4.

Melbourne.—Remodelling and renovations, Law Courts. Deposit, £5.

Melbourne.—Alterations, &c., City Watch-house, Russell-street. Preliminary deposit, £10. Final deposit, 2 per cent.

Mildura.—Removal of State School No. 4173, Wagant, and State School No. 4086, Bronzewing, re-erection, alterations, and repairs, State School No. 2915. Particulars at Inspectors of Works Offices, Bendigo, Maryborough, Mildura; Swan Hill; Police Stations, Ouyen, Red Cliffs. Preliminary deposit, £10. Final deposit, 2 per cent.

Nandaly.—Erection of teacher's residence, State School No. 3927. Particulars at Inspectors of Works Offices, Bendigo, Swan Hill; Police Stations, Ouyen, Sea Lake, Woomelang; State School, Nandaly. Preliminary deposit, £15. Final deposit, 2 per cent.

Narrawong.—Repairs and renovations, State School No. 2918. Particulars at Inspector of Works Office, Warrnambool; Police Stations, Port Fairy, Portland; State School, Narrawong. Preliminary deposit, £4. Final deposit, 2 per cent.

Stawell.—Removal of State School No. 4519, Tulkara, and re-erection at State School No. 502. Particulars at Inspectors of Works Offices, Maryborough, Stawell; Police Station, Ararat. Deposit, £4.

Warrnambool.—Erection of brick veneer residence for Assistant Divisional Engineer, Country Roads Board. Particulars at Inspectors of Works Offices, Hamilton, Warrnambool. Preliminary deposit, £15. Final deposit, 2 per cent.

Wonthaggi.—General repairs and painting to out-offices, repairs to boundary fences, State School No. 3650. Particulars at Inspector of Works Office, Korumburra; Police Station, Loch; State School, Wonthaggi. Deposit, £4.

15th April, 1947.

Mont Park.—Alterations and renovations to Nurses' Home, Mental Hospital. Preliminary deposit, £25. Final deposit, 2 per cent.

Tenders to be addressed to the Honorable the Commissioner of Public Works, and envelope containing tender marked "Tender for due"

P. J. KENNELLY,
Commissioner of Public Works.

Melbourne, 25th March, 1947.

PRIVATE ADVERTISEMENTS.

Water Act 1928.

PROPOSED INVERLOCH WATERWORKS TRUST.

NOTICE is hereby given that the Council of the Shire of Woorayl has made application to the Honorable the Minister of Water Supply for the constitution of a Waterworks Trust and for a loan of £11,037 for the purpose of construction and maintaining works for the supply of water to the township of Inverloch under the provisions of the Water Acts.

A general plan and description of the proposed works have been submitted with the application, and copies of same may be seen at the Shire Office at Leongatha and at the office of The State Rivers and Water Supply Commission, 100-110 Exhibition-street, Melbourne.

9750

C. H. LYON, Shire Secretary.

Water Act.

PROPOSED SPRINGHURST WATERWORKS TRUST.

NOTICE is hereby given that the Wangaratta Shire Council has made application to the Honorable the Minister of Water Supply for the constitution of a Waterworks Trust, and for the proclamation of a Waterworks District at Springhurst, and the construction, maintenance, and continuance of Water Supply works within that district under the provisions of the Water Act.

A general plan and description of the proposed works have been submitted with the application, and copies of same may be seen at Shire Office at Wangaratta.

Dated at Wangaratta the 20th day of March, 1947.

9838 C. BRUCE MORRISON, Shire Secretary.

NOTICE OF INTENTION TO APPLY FOR A LICENCE TO DIVERT WATER AND CUT RACES FROM THE BILLABONG RIVER AT MERBEIN.

I HEREBY give notice that I intend to apply for a licence empowering me to divert water for a term of fifteen years to the extent of 50 acre-feet per annum at a maximum rate of 3 acre-feet per day of 24 hours for irrigation purposes, and to occupy certain Crown lands for works of storage and diversion, and to cut a race thereon.

Any objection to such application must be forwarded, in writing, to the State Rivers and Water Supply Commission, Melbourne, within 30 days of the date hereof.

WALTER JAMES SYLVIA.

Commercial-street, Merbein, 14th March, 1947. 9795

NOTICE OF INTENTION TO APPLY FOR A LICENCE TO DIVERT WATER AND CUT RACES FROM THE MURRAY RIVER AT WAHGUNYAH.

I HEREBY give notice that I intend to apply for a licence empowering me to divert water for a term of thirteen years to the extent of 100 acre-feet per annum at a maximum rate of 15 acre-feet per day of 24 hours for irrigation and power development purposes, and to occupy certain Crown lands for works of storage and diversion, and to cut a race thereon.

Any objection to such application must be forwarded, in writing, to the State Rivers and Water Supply Commission, Melbourne, within 30 days of the date hereof.

G. S. SMITH & SONS.

Wahgunyah, 18th March, 1947. 9796

CITY OF MOORABBIN.

NOTICE OF INTENTION TO BORROW MONEY.

NOTICE is hereby given that the Council of the City of Moorabbin proposes to borrow the sum of Ten thousand two hundred and fifty pounds (£10,250), upon the credit of the Mayor, Councillors, and Citizens of the City of Moorabbin, by the issue of debentures for such amount in accordance with the provisions of the local Government Act.

The maximum rate of interest to be paid shall be £3 7s. 6d. per cent. per annum.

The money borrowed, together with interest on so much of the principal as remains unpaid from time to time, shall be repayable at the English, Scottish, and Australian Bank Ltd., or the Council's bankers for the time being, by 40 equal half-yearly instalments, on the 1st day of January and the 1st day of July in each of the respective years during the currency of the loan.

The loan is to be applied for the following purposes:—

1. Widening metalled roadway and construction of concrete channels in Patterson-road, Moorabbin	£3,600
2. Reconstruction of Bernard-street, Cheltenham	4,000
3. Erection of Baby Health Centre at Bentleigh	2,000
4. Extension of Municipal Offices	650
	£10,250

The plans, specifications, and estimate of cost of such works, and a statement showing the proposed expenditure of the money to be borrowed, are open for inspection at the Municipal Offices, Pt. Nepean-road, Moorabbin, during office hours.

Dated this 19th day of March, 1947.

9792

WILSON B. THOMAS, Town Clerk.

CITY OF NUNAWADING.
STREET NAMES.

NOTICE is hereby given that, in pursuance of the powers conferred by the *Local Government Act 1928*, the Council of the City of Nunawading, at a meeting held on the 17th day of March, 1947, did order that the following alterations be made in the names of the streets as under, and that such order take effect from the date of its publication in the *Victoria Government Gazette*—namely, 26th day of March, 1947.

Old Name.	—	C.P. No.	L/P No.	New Name.
Almer-avenue	(Full length)	69	10461	Peter-avenue
Blackburn-road north	(Full length)	74	..	Surrey-road
Gordon-street	(Full length)	69	10461	Gall-street
Hirst-street ..	(Full length)	69	11564	Southey-street
Kornong-street	(Full length)	95	11190	Cornwall-street
Lilac-street ..	(Full length)	75	6979	Lawson-street
Poplar-street	(Full length)	75	9679-9588	Hurtigan-street
Brunswick-place	(Full length)	126	..	Brunswick-road
New-street ..	(Full length)	118A	6801	Owen-street
Purches-street	(Full length)	119	2105	Peel-street
Railway-avenue	(Full length)	129	4815	Tennysen-street
Scott-street ..	(Full length)	118A	6801	Lacknow-street
Stanley-street	(Full length)	129	8809	Somers-street
Station-street	(Full length)	129	7515-4815	Victory-street
West-avenue	(Full length)	79	10261	Milton-street
West India-avenue	(Full length)	78	9949	Milton-street
East-road ..	(From northern building line of Burwood-road to intersection of George-road and East-road at south-east corner of Crown allotment 111c)	..	..	Railway-road
George-road	(From intersection of Hill-road and George-road to south-east corner. Crown allotment 111c)	111	4488	Railway-road
Hill-road ..	(From intersection of Hill-road and George-road to the intersection of Hill-road and Railway-road at the southern boundary of Crown allotment 122b)	111	4488	Railway-road

9791

A. ROY CHARLESWORTH, Town Clerk.

CITY OF SOUTH MELBOURNE.

NOTICE OF INTENTION TO BORROW THE SUM OF £11,800 FOR CERTAIN PERMANENT WORKS AND UNDERTAKINGS.

Loan No. 17.

NOTICE is hereby given that the Council of the City of South Melbourne proposes to borrow, on the credit of the Mayor, Councillors, and Citizens of the City of South Melbourne, the sum of Eleven thousand eight hundred pounds (£11,800) by the issue of debentures for such amount in accordance with the provisions of the Local Government Acts under the following conditions:—

(1) The maximum rate of interest to be paid is £3 6s. per centum per annum.

(2) Such money shall be repayable by Forty half-yearly instalments of £405 6s. 6d. each, covering principal and interest, on the 1st day of October and the 1st day of April

in each year, at the English, Scottish, and Australian Bank Limited, or at the Melbourne office of the Council's bankers for the time being.

(3) The permanent works and undertakings for which the loan is borrowed are:—

- (a) Tar still at Council's depot £4,675
- (b) Purchase of plant and motor equipment .. 2,750
- (c) Provision of ante-natal clinic 999
- (d) Depot amenities 1,776
- (e) Reconstruction of town hall tower, &c. .. 1,600

£11,800

(4) The plans and specifications and estimates of cost of such works and undertakings, together with a full statement of proposed expenditure of the money to be borrowed, are open for inspection at the Town Hall, South Melbourne.

Dated this 12th day of March, 1947.

9823

H. ALEXANDER, Town Clerk.

CITY OF SOUTH MELBOURNE.

NOTICE OF INTENTION TO BORROW THE SUM OF £23,700 FOR CERTAIN PERMANENT WORKS AND UNDERTAKINGS.

Loan No. 18.

NOTICE is hereby given that the Council of the City of South Melbourne proposes to borrow, on the credit of the Mayor, Councillors, and Citizens of the City of South Melbourne, the sum of Twenty-three thousand seven hundred pounds (£23,700) by the issue of debentures for such amount in accordance with the provisions of the Local Government Acts, under the following conditions:—

(1) The maximum rate of interest to be paid is £3 5s. per centum per annum.

(2) Such money shall be repayable by Twenty half-yearly instalments of £1,397 9s. 11d. each, covering principal and interest, on the 1st day of October and the 1st day of April in each year, at the English, Scottish, and Australian Bank Limited, or at the Melbourne office of the Council's bankers for the time being.

(3) The permanent works and undertakings for which the loan is borrowed are:—

- (a) Purchase of chilling chambers at South Melbourne abattoirs £11,500
- (b) Provision of offal treatment plant at the South Melbourne abattoirs 12,200

£23,700

(4) The plans and specifications and estimates of cost of such works and undertakings, together with a full statement of proposed expenditure of the money to be borrowed, are open for inspection at the Town Hall, South Melbourne.

Dated this 12th day of March, 1947.

9824

H. ALEXANDER, Town Clerk.

Local Government Act 1928.

SHIRE OF McIVOR.

NOTICE OF INTENTION TO BORROW MONEY.

TAKE notice that the Council of the Shire of McIvor proposes to borrow, on the credit of the President, Councillors, and Ratepayers, the sum of £1,250, such sum to be raised by the issue of debentures in accordance with Part XV. of the *Local Government Act 1928* (as amended).

It is further proposed that—

1. The maximum rate of interest shall be £3 7s. 6d. per centum per annum.

2. Interest shall be payable half-yearly.

3. The money borrowed shall be repayable at the Commercial Bank of Australia, Melbourne.

4. The loan is to be liquidated by 40 half-yearly instalments over a period of twenty years.

The purpose for which the loan is to be applied is for the installation of additional plant for the generation of electricity and for the carrying out of necessary alterations at the power house.

Dated this 19th day of March, 1947.

9786

L. W. THOMAS, Secretary.

SHIRE OF TRARALGON.

BY-LAW No. 36.

A By-law of the Shire of Traralgon, made under the Local Government Acts and the Uniform Building Regulations Victoria, and numbered 36, for determining, applying, dispensing with, or regulating such matters or things as are left to be determined, applied, dispensed with, or regulated by the Council of the said Shire of Traralgon, under the Uniform Building Regulations Victoria.

IN pursuance of the powers conferred by the Local Government Acts and the Uniform Building Regulations Victoria and of any and every other power it thereunto enabling, the President, Councillors, and Ratepayers of the Shire of Traralgon order as follows:—

Brick areas; minimum area, depth, and width of frontage; sites below minimum requirements; rear access; repeal of By-law No. 29.

Resolution for making this By-law was agreed to by the Council at a meeting held on 3rd day of October, 1946, and confirmed on the 8th day of January, 1947.

A copy of the said By-law is open for inspection, free of charge, during office hours, at the Shire Office.

The common seal of the President, Councillors, and Ratepayers of the Shire of Traralgon was hereunto affixed on the 8th day of January, 1947.

(SEAL) ERIC A. FARMER, President.
W. E. CUMMING, Councillor.
H. F. DONALD, Secretary.

Approved by the Governor in Council on the 10th day of February, 1947.—C. W. KINSMAN, Clerk of the Executive Council. 9793

SHIRE OF YEA.

NOTICE is hereby given that the Council of the Shire of Yea has forwarded to the Honorable the Minister of Water Supply an application for proclamation of a sewerage district and the construction, maintenance, and continuance of sewerage works for the Township of Yea, together with a general plan and description of the proposed works.

A copy of the general plan and description may be inspected without payment by any person at the following places:—

Shire Hall, Yea.

State Rivers and Water Supply Commission, 100 Exhibition-street, Melbourne.

Commission of Public Health, 295 Queen-street, Melbourne. 9721

I, THE undersigned Ernest Jeffery Ashdowne, of 525 Brunswick-street, North Fitzroy, metal worker, hereby give notice that the partnership heretofore subsisting between me and Edward Harry Hutchinson, of 43 Seacombe-street, North Fitzroy, electroplater, and Jean Sophia Hollyoak, of Station-street, North Carlton, married woman, carrying on an electroplating business at North Fitzroy, under the name of "Paragon Plating Works," has been dissolved as from the 17th day of March, 1947.

Dated at Melbourne, this 17th day of March, 1947.

E. J. ASHDOWNE. 9814

Witness—J. P. HENNESSY.

NOTICE is hereby given that the partnership heretofore subsisting between Eliza Ann Alexander and Margaret Jane Chapple, carrying on business at Romsey under the style or firm of Alexander and Chapple, has been dissolved by mutual consent as from the 28th day of February, 1947.

Dated this 17th day of March, 1947.

M. J. CHAPPLE.
E. A. ALEXANDER.

9820

WHITE'S TEXTILES PROPRIETARY LIMITED
(IN LIQUIDATION).

NOTICE CONVENING FINAL MEETING.

NOTICE is hereby given, pursuant to section 236 of the *Companies Act 1938*, that a General Meeting of the members of the above-named company will be held at 524 Collins-street, Melbourne, on Tuesday, the 29th day of April, 1947, at half-past Eleven o'clock in the forenoon, for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the company disposed of, and of hearing any explanations that may be given by the liquidator.

Dated this 25th day of March, 1947.

9819

C. L. BALL, Liquidator.

No. 5752.

In the Supreme Court of Victoria, in the matter of Part 1 of the *Companies Act 1938*, and in the matter of ROSELEY HOSIERY MILLS PROPRIETARY LIMITED.

NOTICE is hereby given that a petition for the winding up of the above-named company by the Supreme Court was, on the 25th day of March, 1947, presented to the said Court by Joseph Isaac Rose, of 7 Lempriere-avenue, East St. Kilda. And that the said petition is directed to be heard before the Court sitting at the Practice Court, Law Courts, William-street, Melbourne, on the 11th day of April, 1947, at half-past Ten o'clock in the forenoon, and any creditor or contributory of the said company desirous to support or oppose the making of an order on the said petition may appear at the time of hearing by himself or his counsel for that purpose; and a copy of the petition will be furnished to any creditor or contributory of the said company requiring the same by the undersigned, on payment of the regulated charge for the same.

The petitioner's address is 7 Lempriere-avenue, East St. Kilda.

The petitioner's solicitor is Aleck Sacks, of 341-3 Drummond-street, Carlton.

ALECK SACKS.

NOTE.—Any person who intends to appear on the hearing of the said petition must serve on or send by post to the above-named Aleck Sacks notice, in writing, of his intention to do so. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their solicitor (if any), and must be served, or, if posted, must be sent by post in sufficient time to reach the above-named not later than Four o'clock in the afternoon of the 10th of April, 1947. 9831

STILLWELL & PARRY PROPRIETARY LIMITED
(IN VOLUNTARY LIQUIDATION).

NOTICE is hereby given, in pursuance of section 236 of the *Companies Act 1938*, that a General Meeting of the members of the above-named company will be held at 456 Little Collins-street, Melbourne, at Twelve noon on Tuesday, the 29th day of April, 1947, for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the company disposed of.

9844

E. E. KEE, Liquidator.

The *Companies Act 1938*.—*Re* CONSTRUCTIONAL ENGINEERING PRODUCTS LTD., of 65 Bridge-road, Richmond.

NOTICE is hereby given that, in pursuance of section 238 of the *Companies Act 1938*, a meeting of the creditors of Constructional Engineering Products Ltd. will be held at the offices of H. M. Kennedy and Smail, 31 Queen-street, Melbourne, at Three p.m. on Thursday, the 3rd April, 1947.

Dated this 8th day of March, 1947.

W. J. WALSH, Director.

H. M. Kennedy and Smail, accountants and registered trustees, Broken Hill Chambers, 31 Queen-street, Melbourne. 9849

The *Companies Act 1938*.—In the matter of MEHLESS PROPRIETARY LTD. (in Liquidation), of 360 Collins-street, Melbourne.

A FINAL Dividend is intended to be declared. Creditors who have not proved their debts before the 30th day of April, 1947, will be excluded.

Dated this 18th day of March, 1947.

VICTOR THEODORE BOLDEMAN, Liquidator.
360 Collins-street, Melbourne. 9857

Companies Act 1938.

FLINDERS HOUSE PROPRIETARY LIMITED (IN LIQUIDATION).

AT an Extraordinary General Meeting of the above-named company, duly convened and held at the registered office of the company, 368 Collins-street, Melbourne, on the 21st day of March, 1947, the following Special Resolution was duly passed:—

"That the company be wound up voluntarily, and that Charles Augustine Stewart, of 368 Collins-street, Melbourne, be and is hereby appointed liquidator for the purposes of such winding up."

Dated this 24th day of March, 1947.

9816

C. A. STEWART, Liquidator:

JAMES BENNIE AND COMPANY PROPRIETARY LIMITED.

AT an Extraordinary General Meeting of the above-named company, duly convened and held at Warrnambool on Thursday, the 20th day of March, 1947, the following Resolution was duly passed as a Special Resolution:—

"That the company be wound up voluntarily."

And at such last-mentioned meeting Ronald William Mack, of Liebig-street, Warrnambool, chartered accountant, was appointed liquidator for the purposes of the winding up.

Dated the 20th day of March, 1947.

O. C. WINES, Chairman.
I. S. Tait and Co., solicitors, Warrnambool. 9841

No. of Company—23450. Form No. 40.

The Companies Act 1938.

DIBBLE, BENNETT PROPRIETARY LIMITED.

COPY RESOLUTION, PURSUANT TO SECTION 118.

AT a General Meeting of the members of Dibble, Bennett Proprietary Limited, duly convened and held at 41 Grandview-avenue, Pascoe Vale South, on the 19th day of March, 1947, the following Special Resolution was passed:—

"That the company be wound up voluntarily, and that Maxwell Herbert Franklin Bennett be appointed liquidator for the purposes of such winding up."

Dated the 20th day of March, 1947.

9813 LIONEL W. DIBBLE, Director.

ARTHUR LEE, late of 156 Charman-road, Mentone, in the State of Victoria, gentleman, DECEASED (who died on the 10th January, 1947).

CREDITORS, next of kin, and all other persons having claims against the estate of the said deceased are required by the executor of the will, the National Trustees, Executors, and Agency Company of Australasia Limited, of 95 Queen-street, Melbourne, in the said State, to send particulars to it, at its said address, on or before the 29th day of May, 1947, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

HERMAN & COLTMAN, solicitors, 456 Little Collins-street, Melbourne. 9808

PURSUANT to the *Trustee Act* 1928, all persons having claims against the estate of Herbert John Mackenzie Inglis, late of 132 Booran-road, Glenhuntly, accountant, deceased (who died on 19th August, 1946, and probate of whose will was granted by the Supreme Court of Victoria, on 11th March, 1947, to Paul Bothwell Osborn McCutcheon, of 31 Queen-street, Melbourne, solicitor), are required to send particulars, in writing, of such claims to the said executor, care of the under-mentioned solicitors, on or before the 28th May, 1947, after which date the said executor will proceed to distribute the estate of the said deceased among the persons entitled thereto, having regard only to claims of which he shall then have had notice, and the said executor will not be liable for the assets so distributed, or any part thereof, to any person of whose claim he shall not then have had notice.

Dated the 21st March, 1947.

W. B. & O. MCCUTCHEON, solicitors, 31 Queen-street, Melbourne. 9810

PURSUANT to the *Trustee Act* 1928, all persons having claims against the property or estate of Doris Mostyn Armitage, late of 252 Domain-road, South Yarra, in the State of Victoria, spinster, deceased (who died on the 8th day of November, 1946, and letters of administration of whose estate were granted by the Supreme Court of Victoria, on the 21st day of March, 1947, to Gerald Mostyn Armitage, of "Redbank," Dunnstown, in Victoria, grazier), are hereby required to send particulars of such claims to the said administrator, addressed to the care of Messieurs Blake and Riggall, 120 William-street, Melbourne, solicitors, on or before the 27th day of May, 1947, after the expiration of which time the said administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims of which he shall have had notice.

Dated this 24th day of March, 1947.

BLAKE & RIGGALL, 120 William-street, Melbourne, solicitors for the said administrator. 9846

CREDITORS, next of kin, and others having claims in respect of the estate of Frederick Gill, late of Somerville, orchardist, deceased (who died on the 14th October, 1946), are to send particulars of their claims to The Union Trustee Company of Australia Limited, whose registered office is situated at 333 Collins-street, Melbourne, by the 29th May, 1947, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

WILLIAM S. COOK & MCCALLUM, solicitors, 422 Collins-street, Melbourne. 9848

ALL persons having claims against the estate of Thomas Joseph Kelly, formerly of 17 Gladstone-street, Coburg, but late of St. Joseph's Home, Northcote, both in the State of Victoria, retired excise officer, deceased (who died on the 12th day of December, 1946, and probate of whose will was granted by the Supreme Court of Victoria, in its probate jurisdiction, to The Trustees, Executors, and Agency Company Limited, whose registered office is situated at 401 Collins-street, Melbourne, in the said State, the executor therein named, on the 14th day of March, 1947), are hereby required to send particulars, in writing, of such claims to the said The Trustees, Executors, and Agency Company Limited, at its registered office, on or before the 1st day of June, 1947, after which date the said company will proceed to transfer, convey, or distribute the said estate to or among the persons entitled thereto, having regard only to the claims of which it shall then have had notice, and will not be liable for the assets so transferred, conveyed, or distributed to any person of whose claim it shall not then have had notice.

MALLESON, STEWART, & CO., solicitors, 46 Queen-street, Melbourne. 9850

NOTICE TO CREDITORS.

PURSUANT to the *Trustee Act* 1928, notice is hereby given that all persons having claims against the estate of Alma Doris Elizabeth Lane, late of 32 Fairmount-road, Hawthorn, in the State of Victoria, married woman, deceased, intestate (who died on the 23rd day of October, 1946, and letters of administration of whose estate were granted by the Supreme Court of Victoria, in its probate jurisdiction, on the 25th day of February, 1947, to John Barrington Lane, of 32 Fairmount-road, Hawthorn aforesaid, public servant), are hereby required to send particulars, in writing, of such claims to the said John Barrington Lane, at the office of Mahony, O'Brien, and Duggan, solicitors, 20 Queen-street, Melbourne, in the said State, on or before the 2nd day of June, 1947, after which date the said John Barrington Lane will proceed to distribute the assets of the said Alma Doris Elizabeth Lane, deceased, which shall have come into his hands amongst the persons entitled thereto, having regard only to the claims of which he shall then have had notice. And notice is hereby further given that the said John Barrington Lane will not be liable for the assets so distributed, or any part thereof, to any person of whose claim he shall not have had notice as aforesaid.

Dated this 20th day of March, 1947.

MAHONY, O'BRIEN, & DUGGAN, of 20 Queen-street, Melbourne, solicitors for the administrator. 9851

CREDITORS, next of kin, and others having claims in respect of the estate of Patrick Basil Daly, late of 60 Rennie-street, Coburg, near Melbourne, in the State of Victoria, insurance officer, deceased (who died on the 15th day of June, 1946), are to send particulars of their claims to The Equity Trustees, Executors, and Agency Company Limited, of 472 Bourke-street, Melbourne, by the 30th day of May, 1947, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

Dated this 21st day of March, 1947.

MAHONY, O'BRIEN, & DUGGAN, 20 Queen-street, Melbourne, solicitors for the company. 9852

PURSUANT to the *Trustee Act* 1928, all persons having claims against the estate of Percy James Taggart, late of 2 Byron-street, Canterbury, retired tailor, deceased (who died on the 22nd day of January, 1947, and probate of whose will was granted by the Supreme Court of Victoria on the 20th day of March, 1947, to Percy Laphorne Taggart, of 201A Rathmines-road, Hawthorn East, engineer surveyor), are hereby required to send particulars, in writing, of such claims to the said Percy Laphorne Taggart, care of the under-mentioned solicitors, on or before the 27th day of May, 1947, after which date the said executor will distribute the assets, having regard only to the claims of which notice has then been received.

MARTIN & MARTIN, solicitors, 37 Queen-street, Melbourne. 9853

JOSEPH PATRICK LEONARD (sometimes known as Joseph Paton Leonard), late of 231 Brighton-road, Elwood, in the State of Victoria, spirit gauger, DECEASED.

CREDITORS, next of kin, and others having claims in respect of the estate of the above-named deceased (who died on the 1st November, 1946), are required to send the particulars of their claims to the executors, Annie Maria Leonard and Archibald James Norris, care of the under-named solicitors, by the 31st day of May, 1947, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

NORRIS & NORRIS, of 422 Collins-street, Melbourne, solicitors. 9854

CREDITORS, next of kin, and all others having claims in respect of the estate of William Henry Hanley, late of Noble-street, Noble Park, in the State of Victoria, boilermaker's assistant, deceased (who died on the 17th February, 1946, and letters of administration of whose estate were granted to Jeremiah Patrick Hanley, of Noble-street, Noble Park aforesaid, rubber worker), are required to send particulars, in writing, of such claims to the said Jeremiah Patrick Hanley, care of the under-named solicitors, on or before the 31st day of May, 1947, after which date the said Jeremiah Patrick Hanley will proceed to distribute the said estate among the persons entitled, having regard only to the claims of which he shall then have had notice.

PARKINSON, WETTENHALL, & HART, 357 Little Collins-street, Melbourne, solicitors, 9855

WILLIAM GEORGE THOMPSON, DECEASED.

CREDITORS, next of kin, and others having claims in respect of the estate of William George Thompson, formerly of 99 Gipps-street, Collingwood, and 28 Cotter-street, Richmond, but late of 55 Charles-street, Richmond, gentleman, deceased (who died on 30th December, 1946), are to send particulars of their claims to The Equity Trustees, Executors, and Agency Company Limited, the registered office of which is situate at 472 Bourke-street, Melbourne, the executor of the will and codicil of the said deceased, by the 5th day of June, 1947, after which date the said company will distribute the assets, having regard only to the claims of which it then has notice.

P. J. RIDGEWAY & PEARCE, solicitors, 379 Collins-street, Melbourne. 9856

NOTICE is hereby given, pursuant to the *Trustee Act* 1928, that all persons having claims against the estate of Alec Leslie Brice, late of Inverloch, in the State of Victoria, retired, deceased (who died on the 3rd day of June, 1946, and probate of whose will was granted by the Supreme Court of Victoria to William Leslie Brice, of 114 O'Connell-street, North Adelaide, in the State of South Australia, dry cleaner and dyer, the executor named in the said will), are hereby requested to send particulars of such claims to the said executor, in care of the undersigned Stanley W. Misson, on or before the 31st day of May, 1947, after the expiration of which time the executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to claims of which he shall have had notice.

Dated the 24th day of March, 1947.

STANLEY W. MISSON, 59 Waverley-road, East Malvern, solicitor for the said executor. 9833

NOTICE is hereby given, pursuant to the *Trustee Act* 1928, that all persons having claims against the estate of Richard Buckley Birrell, late a flying officer in the Royal Australian Air Force, formerly of 367 Glen Eira-road, Caulfield, in the State of Victoria, police constable, deceased (who died on the 28th day of November, 1945, and probate of whose will was granted by the Supreme Court of Victoria to Richard Buckley Birrell, formerly of 367 Glen Eira-road, Caulfield, but now of Bayles, in the said State, manager, the executor appointed by the said will), are hereby requested to send particulars of such claims to the said executor, in care of the undersigned Stanley W. Misson, on or before the 28th day of May, 1947, after the expiration of which time the executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to claims of which he shall have had notice.

Dated the 24th day of March, 1947.

STANLEY W. MISSON, 59 Waverley-road, East Malvern, solicitor for the said executor. 9832

CREDITORS, next of kin, and all others having claims against the estate of Margaret Carroll, late of St. Arnaud, widow, deceased (who died on the 15th December, 1946), are required to send particulars thereof to the executors, William Edward Carroll and Albert James Carroll, care of the undersigned, on or before the 9th day of June, 1947, after which date the executors will distribute the assets, having regard only to the claims of which they then have notice.

MITCHELL & MONOTTI solicitors, St. Arnaud. 9834

Trustee Act 1928.

NOTICE TO CLAIMANTS.

PURSUANT to the *Trustee Act* 1928, creditors, next of kin, and all other persons having claims in respect of the estate of any deceased person named below are required to send particulars thereof to the legal personal representative or representatives at the address stated below, on or before the date stated, after which date the representative or representatives will distribute the assets, having regard only to the claims of which notice has been received:—

Ronald Alexander Rankin, late of 10 Stradbroke-avenue, Toorak, public accountant, deceased (who died on the 13th day of June, 1946).—Claims to the executors, Jessie Blackwood Rankin, of 10 Stradbroke-avenue, Toorak, widow, John Jepsom Stanistreet, of Russell-street, Bendigo, accountant, and Farmers and Citizens Trustees Company Bendigo Limited, of Charing Cross, Bendigo, in care of the undersigned, by the 31st day of May, 1947.—Tatchell, Dunlop, Smalley, and Balmer, solicitors, Williamson-street, Bendigo. 9785

Albert Crowther, formerly of No. 7, but late of No. 9 Crozier-street, East Coburg, joiner, deceased, died on 21st November, 1945.—Claims to the executors, Arthur James Crowther, of Pt. Nepean-road, Mt. Eliza, poultry farmer, Ivy Louisa Carnell, 10 Straw-street, West Brunswick, married woman, Lily Brophy, 9 Crozier-street, East Coburg, married woman, care of J. M. Shannon and Son, solicitors, 99 Queen-street, Melbourne, by 26th May, 1947. 9828

Charles John Fenn, late of 7 Eveline-street, Brunswick, retired tinsmith, deceased, died on 12th April, 1946.—Claims to the executors, Thomas Jones, of 7 Eveline-street, Brunswick, tinsmith, and Henry Watts, of 100 Donald-street, Brunswick, electrical engineer, care of J. M. Shannon and Son, solicitors, 99 Queen-street, Melbourne, by 26th May, 1947. 9829

Anna Scholes, formerly of Cleeland-street, Preston, but late of 5 Laura-street, Moonee Ponds, widow, deceased, died on 9th March, 1946.—Claims to the executor, Charles William Scholes, of 5 Laura-street, Moonee Ponds, railway employee, care of J. M. Shannon and Son, solicitors, 99 Queen-street, Melbourne, by 26th May, 1947. 9825

Arthur Harold Scholes, formerly of 30 King-street, North Fitzroy, tramway employee, but late of 25 Gordon-grove, Northcote, gentleman, deceased, died on 27th April, 1946.—Claims to the executrix, Margaret Mae Fowler Scholes, of 25 Gordon-grove, Northcote, widow, care of J. M. Shannon and Son, solicitors, 99 Queen-street, Melbourne, by 26th May, 1947. 9826

Josiah Frederick Trevethan, formerly of 8 Airlie-avenue, East Prahran, but now of 105 Williams-road, Prahran, retired dairyman, deceased, died on 13th October, 1946.—Claims to the executors, Percival Franklin Thomas, of 104 Eglinton-street, Moonee Ponds, gentleman, Albert John Packman, of 36 Bell-street, East Coburg, organizer, Clara Flower Lawton, of 106 Williams-road, Prahran, married woman, care of J. M. Shannon and Son, solicitors, 99 Queen-street, Melbourne, by 26th May, 1947. 9827

Lydia Fell, late of 9 Clarke-street, Northcote, married woman, died 4th February, 1947.—Claims to the administrator, James Thomas Fell, of 9 Clarke-street, Northcote, machine operator, care of Gray and Gray, solicitors, 195 High-street, Northcote, by 28th May, 1947. 9840

Nelly Long, late of "Ellesmere," 213 Mitcham-road, Mitcham, widow, deceased, died the 6th day of November, 1946.—Claims to The Equity Trustees, Executors, and Agency Company Limited, whose registered office is situate at 472 Bourke-street, Melbourne, and Gordon James Butler, of 8 Ashted-road, Box Hill, inspector, care of the said company, on or before the 12th day of June, 1947. Leach and Thomson, solicitors, 472 Bourke-street, Melbourne. 9860

CREDITORS, next of kin, and others having claims in respect of the estate of James William Scholfield, late of Culla, in the State of Victoria, grazier, deceased (who died on the 11th day of October, 1946), are to send particulars of their claims to The Ballarat Trustees, Executors, and Agency Company Limited, and Jean Cameron Scholfield, care of the above-mentioned company, at its branch office, at 52 Gray-street, Hamilton, in the said State, by the 2nd day of June, 1947, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

W. E. TAYLOR, solicitor, Coleraine. 9837

PURSUANT to the *Trustee Act 1928*, notice is hereby given that all persons having claims upon the estate of Theodore John Phillips, late of Mologa, storekeeper, deceased (who died on the 8th day of November, 1946, and of which letters of administration with the will annexed were granted by the Supreme Court of Victoria, in its probate jurisdiction, on the 14th day of March, 1947, to Farmers and Citizens Trustees Company Bendigo Limited, of Charing Cross, Bendigo), are hereby required to send in particulars, in writing, of such claims to the said company, on or before the 2nd day of June, 1947, after which date the said company will proceed to convey or distribute the said estate, or any part thereof, to or among the persons entitled thereto, having regard only to the claims, whether formal or not, of which it shall then have had notice; and notice is further given that the said company will then not be liable to any person of whose claim it shall not have had notice as aforesaid.

Dated the 24th day of March, 1947.

HYETT, MALES, & HYETT, Molesworth Chambers, Bull-street, Bendigo, solicitors for the administrator. 9799

PURSUANT to the *Trustee Act 1928*, notice is hereby given that all persons having claims upon the estate of Mary Jane Cliff, late of 11 Suvla-grove, Merlynston, widow, deceased (who died on the 8th day of September, 1946, and of which letters of administration with the will annexed were granted by the Supreme Court of Victoria, in its probate jurisdiction, on the 14th day of March, 1947, to Sandhurst and Northern District Trustees, Executors, and Agency Company Limited, of View-street, Bendigo), are hereby required to send in particulars, in writing, of such claims to the said company, on or before the 2nd day of June, 1947, after which date the company will proceed to convey or distribute the said estate, or any part thereof, to or among the persons entitled thereto, having regard only to the claims, whether formal or not, of which it shall then have had notice; and notice is further given that the said company will then not be liable to any person of whose claim it shall not have had notice as aforesaid.

Dated the 24th day of March, 1947.

HYETT, MALES, & HYETT, Molesworth Chambers, Bull-street, Bendigo, solicitors for the administrator. 9800

PURSUANT to the *Trustee Act 1928*, notice is hereby given that all persons having claims upon the estate of Joseph Henry Cliff, late of 11 Suvla-grove, Merlynston, gentleman, deceased (who died on the 27th day of August, 1946, and of which letters of administration with the will annexed were granted by the Supreme Court of Victoria, in its probate jurisdiction, on the 14th day of March, 1947, to Sandhurst and Northern District Trustees, Executors, and Agency Company Limited, of View-street, Bendigo), are hereby required to send in particulars, in writing, of such claims to the said company, on or before the 2nd day of June, 1947, after which date the company will proceed to convey or distribute the said estate, or any part thereof, to or among the persons entitled thereto, having regard only to the claims, whether formal or not, of which it shall then have had notice; and notice is further given that the said company will then not be liable to any person of whose claim it shall not have had notice as aforesaid.

Dated the 24th day of March, 1947.

HYETT, MALES, & HYETT, Molesworth Chambers, Bull-street, Bendigo, solicitors for the administrator. 9801

CREDITORS, next of kin, and others having claims in respect of the estate of Tom Ellis Eustice, late of 27 Rowe-street, Ballarat, draper, deceased, intestate (who died on 8th January, 1947), are to send particulars of their claims to the administrator, The Ballarat Trustees, Executors, and Agency Company Limited, of 101 Lydiard-street north, Ballarat, by 29th May, 1947, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

R. J. GRIBBLE, HOLLWAY, & HEINZ, solicitors, 22 Lydiard-street south and 99 Bridge-street, Ballarat. 9802

CREDITORS, next of kin, and all others having claims against the estate of Hannah Tarbit, late of St. Arnaud, spinster, deceased (who died on the 19th December, 1946), are required to send particulars thereof to the executors, Michael Harley Telford and John Worsdell, care of the undersigned, on or before the 9th day of June, 1947, after which date the executors will distribute the assets, having regard only to the claims of which they then have notice.

MITCHELL & MONOTTI, solicitors, St. Arnaud. 9835

CREDITORS, next of kin, and others having claims in respect of the estate of Eliza Jane Polkinghorne, late of 215 Doveton-street south, Ballarat, widow, deceased (who died on 22nd December, 1946), are to send particulars of their claims to the executor, The Ballarat Trustees, Executors, and Agency Company Limited, of 101 Lydiard-street north, Ballarat, by 29th May, 1947, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

R. J. GRIBBLE, HOLLWAY, & HEINZ, solicitors, 22 Lydiard-street south and 99 Bridge-street, Ballarat. 9803

CREDITORS, next of kin, and others having claims in respect of the estate of Henry Newton Robinson, formerly of Main-road, Paynesville, but late of Mount Prospect, farmer, deceased (who died on 12th January, 1947), are to send particulars of their claims to The Ballarat Trustees, Executors, and Agency Company Limited, at its address, 101 Lydiard-street north, Ballarat, by the 29th day of May, 1947, after which date the company will distribute the assets, having regard only to the claims of which it then has notice.

Dated the 20th day of March, 1947.

BAIRD & BAIRD, solicitors, Ballarat. 9804

CREDITORS, next of kin, and others having claims in respect of the estate of Alan David Ronaldson, formerly of 14 Service-street, Ballarat, in the State of Victoria, soldier in the Australian Imperial Forces, but late of 110 Webster-street, Ballarat aforesaid, engineer, deceased (who died on the 25th day of January, 1947), are to send particulars of their claims to the executor, The Ballarat Trustees, Executors, and Agency Company Limited, of 101 Lydiard-street north, Ballarat aforesaid, by the 4th day of June, 1947, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

CUTHBERT, MORROW, MUST, & SHAW, solicitors, Ballarat. 9805

JOHN GRAY MATHESON, late of Newham, in the State of Victoria, farmer, DECEASED.

ALL creditors, next of kin, and other persons having claims upon the estate of the said deceased (who died on the 28th day of October, 1946, and probate of whose will was granted by the Supreme Court of Victoria, on the 24th day of February, 1947, to Hannah Harding Matheson, of Newham aforesaid, widow, and James Leeke Matheson, of Malmsbury, in the said State, farmer) are required to send particulars, in writing, of such claims to the said executors, at the office of the undersigned, at Kyneton, before the 31st day of May, 1947, after which date they will proceed to convey or distribute the said estate to or among the persons entitled thereto, having regard only to the claims, whether formal or not, of which they shall then have had notice.

H. HURRY & SON, solicitors, Kyneton, and at Woodend and Gisborne. 9806

PURSUANT to the *Trustee Act 1928*, all persons having claims against the estate or property of Murray Simson, late of Tatura, in the State of Victoria, orchardist, deceased (who died on the 24th day of August, 1946, and probate of whose will was granted on the 19th day of November, 1946, to Sandhurst and Northern District Trustees, Executors, and Agency Company Limited, whose registered office is situate at 18 View-street, Bendigo, Stuart Ormsby Simson, of Tatura, orchardist, and Galloway Stewart, of the same place, solicitor, the executors named in the said will), are hereby required to send particulars of such claims to the said executors, in care of Messrs. Galloway Stewart and O'Toole, of Tatura, on or before the 26th day of May, 1947, after the expiration of which time the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims of which they shall then have had notice.

Dated this 19th day of February, 1947.

GALLOWAY STEWART, solicitor for the executors. 9807

CREDITORS, next of kin, and all others having claims against the estate of Thomas Donald Stalker, late of Creek and Bond streets, Long Gully, Bendigo, poulterer, deceased, intestate (who died on the 23rd day of June, 1946), are required to send particulars thereof to Sandhurst and Northern District Trustees, Executors, and Agency Company Limited, of View-street, Bendigo, on or before the 29th day of May, 1947, otherwise they may be excluded when the assets are being distributed.

Dated the 20th day of March, 1947.

T. M. WILLIAMS, WATSON, & JAMES, of Bull-street, Bendigo, solicitors for the administrator. 9784

JOHN WILKINSON, formerly of Sutton Grange, in the State of Victoria, but late of 1 Wolstoncroft-street, Bendigo, in the said State, retired farmer, DECEASED.

CREDITORS, next of kin, and all other persons having claims against the estate of the above-named deceased are requested by his executors, Frederick Wesley Osborne, of Sedgwick, in the said State, orchardist, and Samuel Leech, of Castlemaine, in the said State, retired law clerk, to send particulars of such claims to them, addressed to H. S. W. Lawson and Co., solicitors, Castlemaine aforesaid, on or before the 5th day of July, 1947, after which date the said executors will distribute the assets of the estate, having regard only to the claims of which they shall then have had notice.

Dated the 17th day of March, 1947.

H. S. W. LAWSON & CO., solicitors, Castlemaine. 9787.

CREDITORS, next of kin, and others having claims in respect of the estate of Catherine Elizabeth Kelly, late of 31 Hickford-street, Brunswick, widow, deceased (who died on the 26th day of June, 1946), are to send the particulars of their claims to Alice Bertha Hammer, the administratrix of the said estate, care of the undersigned, on or before the 29th day of May, 1947, after which date the said administratrix will distribute the assets, having regard only to the claims of which she then has notice.

O'DONOHUE & GREEN, solicitors, 109 Swanston-street, Melbourne. 9789

MARGHERITA FREDERICA CADMAN, formerly of 4 White-street, Glen Iris, but late of Rosedale, spinster (who died 3rd August, 1946).

CREDITORS, next of kin, and all other persons having claims against the estate of the deceased are required by the executrix of the will, Ethel Maud Sommerville Hillman, of Rosedale, married woman, to send particulars to her, care of the undersigned, on or before 22nd May, 1947, after which date she will distribute the assets, having regard only to the claims of which she then has notice.

R. M. ROLLAND, solicitor, 57c Raymond-street, Sale. 9790

NOTICE is hereby given, pursuant to the *Trustee Act* 1928, that all persons having claims against the estate of Janet McCraw, late of "Glen Afton," Yannathan, in the State of Victoria, widow, deceased (who died on the 23rd day of June, 1946, and probate of whose will was granted by the Supreme Court of Victoria, on the 26th day of February, 1946, to Francis James McCraw, of "Glen Afton," Yannathan, and Richard Leonard Greaves, of Caldermeade, both in the said State, farmers, the executors named in the said will), are hereby requested to send particulars of such claims to the said executors, in care of the undersigned, Stanley W. Misson, on or before the 23rd day of May, 1947, after the expiration of which time the executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to claims of which they shall have had notice.

Dated the 17th day of March, 1947.

STANLEY W. MISSON, 59 Waverley-road, East Malvern, solicitor for the said executors. 9794

CREDITORS, next of kin, and others having claims in respect of the estate of William James Hallo, formerly of 14 York-street, St. Kilda, in the State of Victoria, but late of 25 Longroyd-street, Mount Lawley, Perth, in the State of Western Australia, retired warehouseman, deceased (who died on the 24th day of September, 1946), are to send the particulars of their claims to The Equity Trustees, Executors, and Agency Company Limited, of 472 Bourke-street, Melbourne, by the 31st day of May, 1947, after which date it will distribute the assets, having regard only to the claims of which it then has notice.

Dated the 24th day of March, 1947.

SETON, WILLIAMS, & HEATHFIELD, solicitors, 230 Collins-street, Melbourne. 9858

LOUIS WALDO HOCKING, late of 11 Curzon-street, West Melbourne, in Victoria, customs officer, DECEASED (who died on the 22nd day of March, 1946).

CREDITORS, next of kin, and other persons having claims against the estate of the deceased are required by the executor of the will of deceased, Frank Garrett, of Briagolong, farmer, to send particulars thereof to the said executor, care of the undersigned, on or before the 25th day of May, 1947, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which he shall then have had notice.

C. P. SEMMENS, of Johnson-street, Maffra, solicitor for the said executor. 9797

CREDITORS, next of kin, and others having claims in respect of the estate of Mary Elizabeth Harding, late of Point Nepean-road, Seaford, spinster, deceased, intestate (who died on the 23rd day of January, 1947), are to send particulars of their claims to John Cumming Harding, the administrator, care of the undersigned, by the 29th day of May, 1947, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

WILLIAM S. COOK & MCCALLUM, solicitors, 422 Collins-street, Melbourne. 9847

CREDITORS, next of kin, and others having claims in respect of the estate of Michael Edmund Fitzgerald, late of Ingliston, in the State of Victoria, grazier, deceased (who died on the 16th March, 1946), are hereby required to send particulars of their claims to Mary Monica Fitzgerald, widow, and Leo Gerard Fitzgerald, grazier, both of Ingliston aforesaid, on or before the 28th May, 1947, after which date the executors will distribute the estate, having regard only to the claims of which they then have notice.

MOULE, HAMILTON, & DERHAM, solicitors, 394 Collins-street, Melbourne. 9843

CREDITORS, next of kin, and others having claims in respect of the estate of Nessie Florence Warren, late of Potts Point, near Sydney, in the State of New South Wales, widow, deceased (who died on the 20th March, 1946), are required to send particulars of their claims to Permanent Trustee Company of New South Wales Limited, of O'Connell-street, Sydney, in the State of New South Wales, by the 28th May, 1947, after which date the said company will distribute the assets, having regard only to the claims of which it then has notice.

MOULE, HAMILTON, & DERHAM, solicitors, 394 Collins-street, Melbourne. 9845

JAMES ALFRED SMITH, DECEASED.

CREDITORS, next of kin, and others having claims in respect of the estate of James Alfred Smith, late of "Manoah," 29 Parkside-street, Elsternwick, investor (who died on the 2nd day of May, 1946), are to send the particulars of their claims to the executors, Harry Bickerton Lee, James Alfred Normington Greenwood, and Normington Luke Greenwood, care of the undersigned, by the 31st day of May, 1947, after which date they will distribute the assets, having regard only to the claims of which they then had notice.

WM. BROCKET, 108 Queen-street, Melbourne, solicitor. 9811

WILLIAM MARK CREESE ALLAWAY, DECEASED.

CREDITORS, next of kin, and others having claims in respect of the estate of William Mark Creese Allaway, late of 16 Leeds-street, Footscray, compositor (who died on the 28th day of May, 1946), are to send the particulars of their claims to the executor, Herbert Wiltshire Bell, care of the undersigned, by the 31st day of May, 1947, after which date he will distribute the assets, having regard only to the claims of which he then had notice.

WM. BROCKET, 108 Queen-street, Melbourne, solicitor. 9812

CREDITORS, next of kin, and all others having claims against the estate of Catherine Carney, formerly of 524 Racecourse-road, Newmarket, but late of 21 Royal-parade, Parkville, spinster, deceased (who died on the 8th day of January, 1947), are required to send particulars thereof to The Perpetual Executors and Trustees Association of Australia Limited, of 100-104 Queen-street, Melbourne, on or before the 29th day of May, 1947, otherwise they may be excluded when the assets are being distributed.

Dated the 21st day of March, 1947.

GEO. J. WISE, & 100 Queen-street, Melbourne, solicitors for the executor. 9815

JOHN LANGSFORD WAYTH GUDGEON, DECEASED.

CREDITORS, next of kin, and others having claims in respect of the estate of John Langsford Wayth Gudgeon, formerly of 59 Lumeah-road, Caulfield, in the State of Victoria, but late of 553 St. Kilda-road, Melbourne, in the said State, and 379 Collins-street, Melbourne aforesaid, property agent, deceased (and who carried on business at the last-mentioned address, under the style of Gudgeon and Grace, and who died on 4th November, 1946), are required to send particulars of their claims to The Equity Trustees, Executors, and Agency Company Limited, the registered office of which is situate at 472 Bourke-street, Melbourne, in the said State, the executor of the will of the said deceased, by the 9th day of June, 1947, after which date it will distribute the assets of the said estate, having regard only to the claims of which it then has notice.

H. HAMPDEN CHURCH, solicitor, 379 Collins-street, Melbourne. 9809

NOTICE TO CREDITORS.—ANN GEORGINA THOMPSON, late of 10 Wanalta-road, Glenhuntly, in the State of Victoria, widow, DECEASED.

CREDITORS, next of kin, and all other persons having claims against the estate of the above-named Ann Georgina Thompson, deceased (who died on the 2nd September, 1946), are required by the executors of the will of the said deceased, Bernard Francis Clarabut, of 27 Dalgety-street, Oakleigh, carpenter, and Hulbert A. Greening, of 422 Collins-street, Melbourne, solicitor, to whom probate was granted on the 12th day of November, 1946, to send particulars of their claims to the said executors, care of the undersigned solicitor, on or before the 27th day of May, 1947, after which date they will distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims of which they shall then have had notice, and they will not be liable to any person of whose claim they have not then received notice.

HULBERT A. GREENING, proctor, 422 Collins-street, Melbourne. 9839

MINING NOTICES.

No. of Company M. Form 69.

Companies Act 1938.

SOUTH COSTERFIELD ANTIMONY AND GOLD MINING COMPANY NO LIABILITY.

NOTICE OF SITUATION OF REGISTERED OFFICE OF A MINING COMPANY, PURSUANT TO SECTION 410 (3), NO LIABILITY.

To the Registrar-General.

SOUTH COSTERFIELD ANTIMONY AND GOLD MINING COMPANY NO LIABILITY hereby gives notice that the registered office of the company is situated at 116 Queen-street, Melbourne.

Dated this 12th day of March, 1947.

The common seal of South Costerfield Antimony and Gold Mining Company No Liability was hereto affixed.

(L.S.) GEO. V. LANSELL, Director.
J. CASLEY, Director.
A. D. SPEED, Director.
H. A. STEPHENSON, Director.
E. SEITZ, Director.
R. J. A. BRUCE, Manager.

9817

No. of Company M. Form No. 21.

Companies Act 1938.

NOTICE OF NAME OF MANAGER OF A MINING COMPANY, PURSUANT TO SECTION 413 (1), NO LIABILITY.

To the Registrar-General.

SOUTH COSTERFIELD ANTIMONY AND GOLD MINING COMPANY NO LIABILITY hereby gives notice that the name of the manager of the said company is Robert John Albert Bruce.

Dated this 12th day of March, 1947.

The common seal of South Costerfield Antimony and Gold Mining Company No Liability was hereunto affixed.

(L.S.) GEO. V. LANSELL, Director.
J. CASLEY, Director.
A. D. SPEED, Director.
H. A. STEPHENSON, Director.
E. SEITZ, Director.
R. J. A. BRUCE, Manager.

9818

No. 216.—2810/47.—3

Companies Act 1938.

FIFTEENTH SCHEDULE. PART A.

HOMEWARD BOUND NO LIABILITY.

I THE undersigned, hereby make application to register Homeward Bound No Liability as a company under the provisions of Part II. of the Companies Act 1938.

1. The name of the company is to be Homeward Bound No Liability.

2. The place of intended operations is at Gaffney's Creek, Victoria.

3. The registered office of the company will be situate at 343 Little Collins-street, Melbourne.

4. The value of the company's property, including claim and machinery, is £3,500 pounds.

5. The number of shares in the company is 10,000 of £1 each.

6. The number of shares subscribed for is 2,500, being not less than 25 per centum of the entire number of shares in the company.

7. The amount of the subscribed capital which is paid up is £125, being not less than 5 per centum of the subscribed capital.

8. The name of the manager is Frank Walter Abbott.

9. The names and addresses and occupations of at least two shareholders who have subscribed for shares in the company, and the number of shares subscribed for by each of them at this date, are as follows:—

Name, Address.	No. of Shares.
Abbott, Frank Walter, 343 Little Collins-street, Melbourne	1,250
Aylward, William, 82 Archer-street, Shepparton	1,250

Dated this 18th day of March, 1947.

F. W. ABBOTT, Manager.

Witness to the above signature—K. Hickey, clerk to Alan Wainwright and Co., solicitors, Melbourne.

Declaration.

I, Frank Walter Abbott, of 343 Little Collins-street, Melbourne, legal and business manager, do solemnly and sincerely declare—

1. I am the manager of the said intended company.

2. The above statement is, to the best of my belief and knowledge, true in every particular.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

F. W. ABBOTT.

Declared at Melbourne, in the State of Victoria, this 18th day of March, 1947, before me—H. A. PITT, J.P., a Justice of the Peace. 9859

INSOLVENCY NOTICE.

The Insolvency Act 1928.—In the Court of Insolvency, at Warrnambool, Western District.—No. 754 of 1923.—In the matter of JAMES BLACK AND WILLIAM WILKINSON trading as Black and Wilkinson, of Koroit).—Notice of Application for Certificate of Discharge under Section 228.

THE above-named William Wilkinson, of Macarthur, in the State of Victoria, plumber, intends to apply to the Court of Insolvency, at Warrnambool, on the 22nd day of April, 1947, at Ten o'clock in the forenoon, for a Certificate of Discharge, pursuant to the provisions of the Insolvency Act, and to dispense with the condition mentioned in section 233 of the Act.

Dated the 20th day of March, 1947.

9842

W. WILKINSON.

IMPOUNDINGS.

FERNTREE GULLY.—Impounded at Ferntree Gully, by Shire Ranger.

1 black pony mare, about 14.2 hands, shod in front, no visible brand

If not claimed and expenses paid, to be sold on 10th April, 1947.

9861—5/4

A. DINSDALE,
Poundkeeper.

KERANG.—Impounded at Kerang.

1 bay mare, aged, near hind leg white, white blaze on face, white spots on off hind and front feet, collar marks, no visible brand

If not claimed and expenses paid, to be sold on 12th April, 1947.

F. NANCARROW,
Poundkeeper.

9822—5/4

MAFFRA.—Impounded at Maffra, by P. J. Donovan.

1 Jersey heifer, N16 over 13 tattooed on off ear, H on near ear

1 red and white steer, V out of point of off ear, R in writing on off rump

If not claimed and expenses paid, to be sold on 11th April, 1947.

C. H. CAMERON,
Poundkeeper.

9821—6/

MORTLAKE.—Impounded at Mortlake, on 18th March, 1947.

1 Hereford heifer, 18 months, with horns, piece out of point of near ear, no visible brand

1 Hereford heifer, 18 months, dehorned, piece out of point of near ear, no visible brand

If not claimed and expenses paid, to be sold on 10th April, 1947.

GEO. ROBERTSON,
Poundkeeper.

9830—6/8

WANGARATTA.—Impounded at Wangaratta.

2 small red pigs

If not claimed and expenses paid, to be sold on 1st April, 1947.

J. McDONNELL,
Poundkeeper.

9798—4/

WARRNAMBOOL.—Impounded at Warrnambool.

1 Jersey heifer, small indistinct brand

If not claimed and expenses paid, to be sold on 9th April, 1947.

I. HILDER,
Poundkeeper.

9836—4/

YARRAM.—Impounded by Shire Herdsman, from Yarram, on 13th March, 1947.

1 yearling Jersey bull, piece out of bottom of both ears, no visible brand

If not claimed and expenses paid, to be sold on 11th April, 1947.

JAS. MITCHELL,
Poundkeeper.

9788—5/4

STATE ACTS, 1944.

COPIES of the following Acts of Parliament of Victoria may be obtained at the Government Printing Office, or from any bookseller, at the price set opposite to each:—

No.	Price.
	s. d.
4999. Consolidated Revenue	0 6
5000. Local Government (Polling Booths) ..	0 6
5001. Police Offences (Unlawful Games) ..	0 6
5002. Hospitals and Charities	0 6
5003. Water (Loddon)	0 6
5004. Justices	0 6
5005. Coal Mines Regulation (Amendment) ..	0 6
5006. Consolidated Revenue	0 6
5007. Melbourne and Metropolitan Board of Works (Contributions)	0 6
5008. Marketing of Primary Products	0 6
5009. National Security (Emergency Powers) Continuation	0 6
5010. Outer Circle Railway (Partial Dismantling)	0 6
5011. Mines (Minerals)	0 6
5012. Goods (Textile Products)	0 6
5013. Masseurs	0 6
5014. Electoral (War Service Deaths)	0 6
5015. Cremorne Bridge	0 6
5016. Melbourne Harbor Trust	0 6
5017. Water	0 9
5018. Consolidated Revenue	0 6
5019. Mildura Irrigation and Water Trusts ..	0 6

STATE ACTS, 1944—continued.

No.	Price.
	s. d.
5020. Farm Water Supplies Advances	0 6
5021. Sewerage Districts	0 6
5022. Trustee Companies	0 6
5023. Mildura Irrigation and Water Trusts (Super-annuation)	0 6
5024. Consolidated Revenue	0 6
5025. Cemeteries	0 6
5026. Border Railways	0 6
5027. Local Government (Shire of Blackburn and Mitcham)	0 6
5028. Electoral Districts	0 6
5029. Land	0 3
5030. Land Tax	0 6
5031. Administration and Probate Duties ..	0 6
5032. Stock Foods (Amendment)	0 6
5033. Stamps (Increased Duty Continuance) ..	0 6
5034. Maribyrnong and Ashburton Lands Exchange	0 6
5035. Financial Emergency (Grants and Funds) ..	0 6
5036. Farmers Advances	0 6
5037. Land Settlement (Acquisition) Amendment ..	0 6
5038. Railways	0 6
5039. Farmers Protection (Amendment)	0 6
5040. Country Fire Authority	1 9
5041. Country Roads Board Fund	0 6
5042. Railway Loan and Application	0 6
5043. Town and Country Planning	1 0
5044. Agricultural Colleges	0 9
5045. Heatherton Sanatorium	0 6
5046. Health (Infectious Diseases Hospitals) ..	0 6
5047. Surplus Revenue	0 6
5048. Water Supply Loans Application	0 9
5049. State Forests Loan and Application	0 6
5050. Public Works Loan and Application	0 6
5051. Commonwealth and States Financial Agreement	1 3
5052. The Constitution Act Amendment	0 6
5053. Public Library National Gallery and Museums	0 9
5054. Drought Relief	0 6
5055. Co-operative Housing Societies	1 6
5056. Local Government	1 0
5057. Melbourne and Metropolitan Board of Works	0 9
5058. Appropriation of Revenue	3 9

J. J. GOURLEY,
Government Printer.

STATE ACTS, 1945.

COPIES of the following Acts of Parliament of Victoria may be obtained at the Government Printing Office, or from any bookseller, at the price set opposite to each:—

No.	Price.
	s. d.
5059. Mildura Irrigation and Water Trusts (Borrowing)	0 6
5060. Supreme Court (Judges)	0 6
5061. Oakleigh (Regent-street) Land	0 6
5062. Swine	0 6
5063. Drought Relief (Amendment)	0 6
5064. Unclaimed Moneys	0 6
5065. Consolidated Revenue	0 6
5066. Consolidated Revenue	0 6
5067. Agent-General's	0 6
5068. Land Surveyors (Amendment)	0 6
5069. State Development	0 6
5070. Melbourne and Metropolitan Board of Works (Borrowing Powers)	0 6
5071. Education	0 6
5072. Water	0 6
5073. National Security (Repeal)	0 6
5074. Moorabbin (Unimproved Rating Poll) ..	0 6

STATE ACTS, 1945—continued.

No.	Price.		
		s.	d.
5075. Licensing (Poll)	0	6	
5076. Lilydale Waterworks Trust Abolition ..	0	6	
5077. East Melbourne Land	0	6	
5078. Health (Wines)	0	6	
5079. Local Government (Emergency Housing Accommodation)	0	6	
5080. Law Institute	0	6	
5081. Bendigo Land	0	6	
5082. Consolidated Revenue	0	6	
5083. Consolidated Revenue	0	6	
5084. Consolidated Revenue	0	6	
5085. Factories and Shops (Bread Holidays) ..	0	6	
5086. Administration and Probate Duties ..	0	6	
5087. Land Tax	0	6	
5088. Stamps (Increased Duty Continuance) ..	0	6	
5089. Licensing Fund	0	6	
5090. Employers and Employés	0	6	
5091. Farmers Advances	0	6	
5092. University (Veterinary Research)	0	6	
5093. Surplus Revenue	0	6	
5094. State Forests Loan and Application ..	0	6	
5095. Mines (Amendment)	0	6	
5096. Farmers Protection (Amendment)	0	6	
5097. Railway Loan Application	0	6	
5098. Public Works Loan and Application ..	0	6	
5099. Water Supply Loans Application	0	9	
5100. Public Account Advances (Amendment) ..	0	6	
5101. Hospital Benefits	0	6	
5102. Totalizator (Amendment)	0	6	
5103. Financial Emergency (Municipal Endowment)	0	6	
5104. Country Roads Board Fund (Amendment) ..	0	6	
5105. Coal Mines Regulation (Amendment) ..	0	6	
5106. Melbourne and Metropolitan Tramways (Chairman)	0	6	
5107. Soldier Settlement	1	3	
5108. Appropriation of Revenue	4	0	

J. J. GOURLEY,
Government Printer.

STATE ACTS, 1946—continued.

No.	Price.		
		s.	d.
5127. Railways (Long Service)	0	6	
5128. Workers' Compensation	1	6	
5129. Sewerage Districts (Amendment)	0	6	
5130. Factories and Shops (Bread)	0	6	
5131. Crimes (Intermediate Sentences)	0	6	
5132. Medical (Chemists' Apprentices)	0	6	
5133. Soldier Settlement (Amendment)	0	6	
5134. Consolidated Revenue	0	6	
5135. Consolidated Revenue	0	6	
5136. Apprenticeship	0	6	
5137. Consolidated Revenue	0	6	
5138. Consolidated Revenue	0	6	
5139. Consolidated Revenue	0	6	
5140. Nicholson-street Tramway Construction ..	0	6	
5141. Burke-road Tramway Construction	0	6	
5142. Ballarat Gas Company's	0	6	
5143. Melbourne and Metropolitan Board of Works (Contributions)	0	6	
5144. Stamps (Betting Tax)	0	6	
5145. Juries (Fees)	0	6	
5146. Cattle and Swine Compensation	0	6	
5147. Marine (Pilots and Pilotage Rates)	0	6	
5148. Patriotic Funds	0	6	
5149. Stock Foods (Amendment)	0	6	
5150. Municipal Endowment (Temporary Discontinuance)	0	6	
5151. Medical Practitioners' Registration	0	6	
5152. Seeds	0	6	
5153. Water	0	6	
5154. Clifton Hill Land	0	6	
5155. Tobacco Sellers	0	6	
5156. Country Roads Board Fund (Amendment) ..	0	6	
5157. Moorpanyal Land	0	6	
5158. Factories and Shops (Annual Holidays) Amendment	0	6	
5159. Factories and Shops (Wages Boards)	0	6	
5160. Melbourne and Metropolitan Tramways (Amendment)	0	6	
5161. Infectious Diseases Hospital (Borrowing) ..	0	6	
5162. University (Mildura Branch)	0	6	
5163. Farmers Protection (Amendment)	0	6	
5164. Forests (Exchange of Lands) Extension ..	0	6	
5165. Money Lenders (Cash Orders)	0	6	
5166. Local Government (Dandenong Street Construction)	1	0	
5167. Stamps (Increased Duty Continuance)	0	6	
5168. Land Tax	0	6	
5169. Cattle Breeding	0	6	
5170. Administration and Probate Duties	0	6	
5171. Co-operative Housing Societies (Guarantees)	0	6	
5172. Railways (Sick Leave)	0	6	
5173. Fruit and Vegetables	0	6	
5174. Farm Water Supplies and Drainage Advances	0	6	
5175. State Forests Loan and Application	0	6	
5176. Melbourne South Land	0	6	
5177. Agricultural Colleges (Amendment)	0	6	
5178. Drought Relief (Amendment)	0	6	
5179. Soldier Settlement	1	9	
5180. Free Library Service Board	0	6	
5181. Adult Education	0	6	
5183. Evidence	0	6	
5184. Housing (Discharged Servicemen)	0	6	
5185. Parliamentary Contributory Retirement Fund	0	6	
5186. Friendly Societies	0	6	
5187. Police Offences (Race-meetings)	0	6	
5188. Railways (Mont Park Siding)	0	6	
5189. Land (Grazing Licences)	0	6	

STATE ACTS, 1946.

COPIES of the following Acts of Parliament of Victoria may be obtained at the Government Printing Office, or from any bookseller, at the price set opposite to each:—

No.	Price.		
		s.	d.
5109. Geelong Land	0	6	
5110. Transport Regulation (Amendment)	0	6	
5111. Factories and Shops (Annual Holidays) ..	0	9	
5112. Mornington Sewerage Authority (Validation)	0	6	
5113. Local Government (Emergency Housing Accommodation) Amendment	0	6	
5114. Housing (Commonwealth and State Agreement)	1	0	
5115. Factories and Shops (Early Closing)	0	6	
5116. Building Operations and Building Materials Control	0	9	
5117. Water (Levee Banks)	0	9	
5118. Co-operative Housing Societies	0	6	
5119. Local Government (Municipal Rolls)	0	6	
5120. Public Works Loan and Application	0	6	
5121. Totalizator (Charities)	0	6	
5122. Drought Relief	0	6	
5123. Taxation (Arrangements)	0	6	
5124. Public Service	1	6	
5125. Teaching Service	1	3	
5126. Police Regulation	1	0	

STATE ACTS, 1946—continued.

No.		Price.
		s. d.
5190.	Factories and Shops (Bread Carters)	0 6
5191.	Country Fire Authority	1 0
5192.	Supreme Court (Judges)	0 6
5193.	Railway Loan Application	0 6
5194.	Metropolitan Gas Company's	0 6
5195.	Railways (Temporary Employés)	0 6
5196.	Railways (State Coal Mine)	0 6
5197.	Licensing	0 6
5198.	Town and Country Planning	0 6
5199.	Public Works Loan and Application (No. 2)	0 6
5201.	Trotting Races	0 6
5202.	Economic Stability	0 6
5204.	Stamps	2 3
5206.	Melbourne and Metropolitan Tramways (Appeal Board)	0 6

J. J. GOURLEY,
Government Printer.

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THE "VICTORIA GOVERNMENT GAZETTE."

SUBSCRIPTIONS.—The subscription, including Postage, is £1 12s. 6d. per annum, 16s. 3d. half-yearly, or 8s. 2d. per quarter, payable in advance.

Subscriptions are required to commence and terminate with a month.

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The title (*£5 Reward, Dissolution of Partnership, &c.*) forms one or more lines as a heading.

On an average, ten words make a line.

Every signature must likewise be counted as a line.

The final words of a paragraph, though only portion of a line must be counted as one line.

SIGNATURES (in particular) and proper names must be written very plainly in the text; ONE SIDE ONLY of each slip of paper should be WRITTEN UPON.

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ALL DOCUMENTS illegibly written will be returned unpublished, and, where brands occur unprovided for by the ordinary letters of the alphabet, a worded explanatory description must be furnished.

THE VICTORIA GOVERNMENT GAZETTE is published on WEDNESDAY EVENING in each week, and Notices for insertion will be received by the Government Printer at or before Two p.m., at ordinary rates, and late advertisements between Two p.m. and Five p.m. at double rates on the day preceding the day of publication.

Single copies of the VICTORIA GOVERNMENT GAZETTE are Six pence, posted Eight pence, each.

No GAZETTES prior to January, 1936, in stock.

***ALL PAYMENTS ARE REQUIRED IN ADVANCE.—Remittances should be made by postal note, money order, or draft in favour of the Government Printer. Advertisements unaccompanied by a remittance sufficient to cover the cost of insertion will be returned unpublished.

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VICTORIA GOVERNMENT GAZETTE.

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No. 217]

WEDNESDAY, MARCH 27.

[1947

MILK BOARD ACTS.

*At the Executive Council Chamber, Melbourne, the
twenty-fifth day of March, 1947.*

PRESENT:

His Excellency the Governor of Victoria.
Mr. Hayes | Mr. Fraser.

REGULATIONS.

IN pursuance of the powers conferred by the Milk Board Acts and all other powers enabling him in that behalf, His Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof doth hereby make the following Regulations:—

1. *Rescission in Part of Previous Regulations.*—With the exception of Regulations made on the twenty-fifth day of June, 1946, and published in the *Government Gazette* of the third day of July, 1946, all previous Regulations made by the Governor in Council under the powers conferred by the Milk Board Acts and of other powers enabling him in that behalf shall be and the same are hereby rescinded but such rescission shall not affect any act matter or thing done suffered or required to be done or commenced under such Regulations.

2. *Milk Depots.*—The premises occupied by the persons or firms named hereunder, at the location stated, for the purpose of mixing or treating milk received direct from dairy farmers are hereby prescribed as "Milk Depots":—

<i>Name of Owner.</i>	<i>Location.</i>
Bacchus Marsh Dairymen's Co-operative Association Ltd.	Bacchus Marsh.
Bayles Dairy Co. Pty. Ltd.	Bayles.
Darnum Milk Supply (Morris Bros. Union Dairy Pty. Ltd.—Proprietors)	Darnum.
Drouin Co-operative Butter Factory Co. Ltd.	Drouin.
Dumbalk Co-operative Butter and Cheese Co. Ltd.	Dumbalk.
Holdenson and Nielson Fresh Food Pty. Ltd.	Warragul.
Kongwak Co-operative Butter Factory Co. Ltd.	Kongwak.
Korumburra and District Co-operative Butter Factory and Trading Company Ltd.	Korumburra.
Leongatha Butter and Cheese Factory Co. Ltd.	Leongatha.

<i>Name of Owner.</i>	<i>Location.</i>
Longwarry and District Dairymen's Co-operative Association Ltd.	Longwarry.
M. McMahon	Sunbury.
Moe Co-operative Dairying Co. Ltd.	Moe.
Poowong Butter Factory Pty. Ltd.	Poowong.
Producers' Dairying Co. Ltd.	Werribee.
Rochester Co-operative Butter and Canning Co. Ltd.	Rochester.
Trafalgar Milk Supply Pty. Ltd.	Trafalgar.
Yarragon Dairy Company Pty. Ltd.	Yarragon.

The notice to be given by the Board to the owner of any milk depot determining the maximum average quantity of milk which such owner may contract to forward daily for sale or distribution in the metropolis shall be in the form set out in Schedule I. hereto.

Such notice shall be forwarded to such owner by prepaid registered post.

3. *Milk Carrier's Licence.*—Application for a Milk Carrier's Licence shall be made in the form set out in Schedule II. hereto.

The licence to be issued to a milk carrier shall be in the form set out in Schedule IX. hereto.

Every holder of a Milk Carrier's Licence shall keep in the form set out in Schedule X. hereto a daily record of all milk transported by him.

4. *Consignment Labels.*—Every owner of a dairy farm or milk depot who sells milk to a dairyman who sells or distributes milk in the metropolis shall forward with each consignment of milk a milk consignment note in duplicate in the form of a label in the form set out in Schedule V. hereto. Such label shall be attached to one of the cans forming part of such consignment.

5. *Charitable Institutions.*—The institutions set out in Schedule XVI. hereto are hereby prescribed as charitable institutions.

6. *Contributions.*—Any determination by the Board under or pursuant to section 30 of the Milk Board Acts shall be made at a meeting of the Board called for that purpose.

In arriving at a determination the Board shall have regard to the probable revenue for the year based on the estimated quantity of milk to be sold or distributed in the metropolis.

The contributions payable under and pursuant to section 30 of the *Milk Board Act 1933* as amended by the *Milk Board Act 1936* and any determination made thereunder shall be assessed on the quantity of milk sold or distributed in the metropolis during each month by every dairyman and owner of a milk depot liable to pay such contributions and every such dairyman or owner of a milk depot shall pay to the Milk Board by the twenty-first day of each month the contributions payable by him in respect of the milk so sold or distributed during the preceding month.

7. *Contracts.*—"Contract Daily Quantity" means the ordinary daily quantity (in gallons) of milk which a dairyman agrees to purchase under Contract from the owner of a dairy farm, the owner of a milk depot or from another dairyman as the case may be, and which such owner or dairyman as the case may be agrees to sell to such dairyman, apart from any provisions as to variation, reduction, or otherwise.

"Metropolis Contract Quantity" means the quantity (in gallons) of milk which the owner of a milk depot agrees to purchase under Contract from the owner of a dairy farm and which such owner of a dairy farm agrees to sell to such owner of a milk depot apart from any provisions as to variation, reduction, or otherwise.

Any dairyman who purchases milk from the owner of any dairy farm for sale or distribution in the metropolis shall purchase such milk under and in accordance with the provisions of the Contract contained in Schedule III. hereto, and any owner of any dairy farm who sells milk to any dairyman for sale or distribution in the metropolis shall sell such milk under and in accordance with the provisions of the Contract contained in the said Schedule III.

Any dairyman who purchases milk from the owner of any milk depot for sale or distribution in the metropolis shall purchase such milk under and in accordance with the provisions of the Contract contained in Schedule VI. hereto, and any owner of any milk depot who sells milk to any dairyman for sale or distribution in the metropolis shall sell such milk under and in accordance with the provisions of the Contract contained in the said Schedule VI.

Any dairyman who purchases milk from any other dairyman shall purchase such milk under and in accordance with the provisions of the Contract contained in Schedule VII. hereto, and any dairyman who sells milk to any other dairyman shall sell such milk under and in accordance with the provisions of the Contract contained in the said Schedule VII.

Any owner of any milk depot who purchases milk from the owner of any dairy farm for sale or distribution in the metropolis shall purchase such milk under and in accordance with the provisions of the Contract contained in Schedule VIII. hereto, and any owner of a dairy farm who sells milk to any owner of a milk depot for sale or distribution in the metropolis shall sell such milk under and in accordance with the provisions of the Contract contained in the said Schedule VIII.

Where a dairyman purchases milk from one vendor only the "Contract daily quantity" provided for in the Contract shall equal a quantity in gallons of at least eighty per cent. (80 per cent.) of the average daily quantity of milk sold or distributed by such dairyman in the metropolis during the month immediately preceding the month in which such contract is entered into or if such dairyman sold no such milk in such month or if for any other reason the Board considers that the quantity so sold by him in the month does not afford a satisfactory standard shall equal at least a quantity in gallons determined by the Board in that particular case.

Where a dairyman purchases milk from more than one vendor the aggregate total of the "Contract daily quantities" provided for in the Contract shall equal a quantity in gallons of at least eighty per cent. (80 per cent.) of the average daily quantity of milk sold or distributed by such dairyman in the metropolis during the month immediately preceding the month in which such contract is entered into, or if such dairyman sold no such milk in such month, or if for any other reason the Board considers that the quantity so sold by him in the month does not afford a satisfactory standard shall equal at least a quantity in gallons determined by the Board in that particular case.

Where the owner of a milk depot purchases milk from more than one owner of a dairy farm the aggregate total of the "Metropolis contract quantities" provided for in the Contract shall equal a quantity in gallons of at least eighty per cent. (80 per cent.) of the average daily quantities of milk sold by such owner to any person for sale or distribution in the metropolis during the month immediately preceding the month in which such contract is entered into, or if such dairyman sold no such milk in such month, or if for any other reason the Board considers that the quantity so sold by him in the month does not afford a satisfactory standard shall equal at least a quantity in gallons determined by the Board in that particular case.

All contracts provided for in these Regulations shall be signed by the parties thereto in triplicate, and one copy shall be registered with and retained by the Milk Board.

Where a dairyman who is also the owner of a dairy farm sells or distributes the milk from such farm in the metropolis and also purchases milk from one vendor or from more than one vendor the "contract daily quantity" or the aggregate total of the "contract daily quantities" as the case may be provided for in the contract shall equal a quantity in gallons which, with the average daily quantity produced on his own dairy farm during the lowest month of production during the twelve months immediately preceding the month in which such contract is entered into, would amount to at least eighty per cent. (80 per cent.) of the average daily quantity of milk sold or distributed by such dairyman in the metropolis during the month immediately preceding the month in which such contract is entered into.

8. *Delivery Hours.*—The times and hours within which milk, which is to be forwarded from any milk depot for sale or distribution in the metropolis, shall be received at such depot, shall be as follows:—

(a) When two deliveries a day are made—

Milk produced in the forenoon, not later than 11 a.m.

Milk produced in the afternoon, not later than 3.30 p.m.

(b) When one delivery a day is made—not later than 11 a.m.

The hours or times within which milk may be delivered by retail in the metropolis on any day shall be as follows:—

Between the hours or times of One o'clock in the forenoon and Nine o'clock in the forenoon excepting in that part of the City of Melbourne bounded by Spring-street, Latrobe-street, Spencer-street, and Flinders-street when the hours or times shall be between One o'clock in the forenoon and Twelve o'clock midday, and further provided that in the municipal districts of the City of Bendigo,

the Borough of Eaglehawk, the Shire of Huntly, the Shire of Marong and the Shire of Strathfieldsaye, the hours or times shall be between One thirty o'clock in the forenoon and Ten o'clock in the forenoon excepting in the following part of the City of Bendigo:—

- (a) The area bounded by Mitchell-street, Pall Mall, Mundy-street, and Lyttleton-terrace.
- (b) That part of High-street commencing at Forest-street and extending easterly to Mitchell-street and including Charing Cross.
- (c) That part of View-street between High-street and/or Charing Cross and Barnard-street.
- (d) That part of Mitchell-street between Lyttleton-terrace and the Bendigo-Echuca railway line—

when the hours or times shall be between One thirty o'clock in the forenoon and Eleven o'clock in the forenoon.

9. *Inquiries.*—Any inquiry required to be made by the Milk Board in pursuance of the provisions of the Milk Board Acts shall be held either as a public inquiry or as a private inquiry as the Board may decide.

Not less than five days' notice of the date time and place appointed for the opening of any public inquiry shall be given by advertisement in at least two daily newspapers circulating in the metropolis.

The Board may at its discretion adjourn any inquiry from time to time and from place to place.

The Board may allow any person or body (*corporate or unincorporate*) which in the opinion of the Board is substantially and directly interested in any inquiry to appear therein. Any such person may appear before the Board either in person or by a representative approved by the Board, and any such body may appear by a representative approved by the Board.

The Board may engage professional assistance to assist it in any inquiry.

Where any inquiry is held in public the Board may upon application of any witness take his evidence or any part of it in camera.

Where in any inquiry a matter arises for which no provision is made in the foregoing paragraphs the Board shall do what is fair and proper in all the circumstances.

10. *Fidelity Bonds.*—Every owner of a dairy within the metropolis and every owner of a dairy outside the metropolis from which milk may be sold or distributed by retail within the metropolis shall enter into a fidelity bond in the form set out in Schedule XI. hereto from some insurance company approved by the Treasurer of Victoria for Five hundred pounds or for such less sum as is approved by the Minister or, where the applicant is a company, for One thousand pounds or such less sum as is approved by the Minister.

11. *Returns.*—Every dairyman other than the owner of a milk shop who sells or distributes milk in the metropolis shall within fourteen days after the end of each month furnish to the Milk Board a return in the form or to the effect of the form contained in Schedule XII. hereto. Such return shall contain the particulars and information prescribed in such Schedule.

Every owner of a dairy farm who as a dairyman sells or distributes milk in the metropolis shall within fourteen days after the end of each month furnish to the Milk Board a return in the form or to the effect of the form contained in Schedule XIII. hereto. Such return shall contain the particulars and information prescribed in such Schedule.

Every owner of a milk depot who sells or distributes milk to any person in the metropolis other than a dairyman or prescribed charitable institution shall within fourteen days after the end of each month furnish to the Milk Board a return in the form or to the effect of the form contained in Schedule XIV. hereto. Such return shall contain the information prescribed in such Schedule.

Every owner of a milk depot from which milk is forwarded directly or indirectly to any dairyman who sells or distributes milk in the metropolis shall within fourteen days after the end of each month furnish to the Milk Board a return in the form set out in Schedule XV. hereto. Such return shall contain the information prescribed in such Schedule.

Every owner of a dairy farm who sells milk to a dairyman who sells or distributes milk in the metropolis shall within fourteen days after the end of each month furnish to the Milk Board a return in the form set out in Schedule IV. hereto. Such return shall contain the particulars and information prescribed in such Schedule.

Every holder of a Milk Carriers' Licence shall within fourteen days after the end of each month furnish to the Milk Board a return in the form set out in Schedule XVII hereto. Such return shall contain the particulars and information prescribed in such Schedule.

12. *Books and Records*—

Milk Purchase Book.—Every dairyman shall from day to day keep in the manner and in the form contained in Schedule XVIII. hereto a record of all milk purchased by him for sale or distribution in the metropolis.

The said record shall be made in ink and entered in a book kept solely for that purpose.

Milk Sales Book (Dairymen).—Every dairyman shall from day to day keep in the manner contained in Schedule XIX. hereto a record of all milk sold or distributed by him in the metropolis. The said record shall be made in ink, and entered in a book kept solely for that purpose.

Milk Sales Book (Owners of Dairy Farms).—Every owner of a dairy farm shall from day to day keep in the manner and in the form contained in Schedule XX. hereto a record of all milk sold by him to a dairyman for sale or distribution in the metropolis. The said record shall be entered in a book kept solely for that purpose.

Books and Records to be Retained.—Every dairyman, every owner of a dairy farm who sells milk for sale or distribution in the metropolis, every owner of a milk depot and every holder of a Milk Carrier's Licence shall retain in his possession all records and books required to be kept or made by him pursuant to the provisions of the Milk Board Acts or any Regulations made thereunder for at least twelve months.

13. *Treated Milk*.—"Treated Milk" means milk which has been subjected to treatment by refrigeration or pasteurization.

"Untreated Milk" means milk which has not been subjected to treatment by refrigeration or pasteurization.

14. *Transfer of Licence*.—The manner in which any dairyman who is aggrieved by any failure or refusal by the Board to approve any sale or transfer or other disposal of any retail delivery milk business in the metropolis to any other dairyman or person, shall appeal from such failure or refusal shall be in the form or to the effect of the form contained in Schedule XXI. hereto. Such appeal shall be lodged with the Minister within fourteen days from such failure or refusal.

Milk Board Acts.
 SCHEDULE I.
 THE MILK BOARD.

61 Spring-street,
 Melbourne, C.I.

DETERMINATION OF MAXIMUM AVERAGE DAILY CONTRACTS.

Notice is hereby given that the maximum average quantity of milk which being the owner of a milk depot situated at _____ may contract to forward daily, whether under contract with one or several dairymen for sale or distribution in the metropolis during the period of twelve months commencing on the first day of April now next ensuing, has been determined by the Board at _____ gallons.

Date _____ Secretary _____

Milk Board Acts.—Regulations.

SCHEDULE II.
 APPLICATION FOR A MILK CARRIER'S LICENCE.

The Secretary,
 Milk Board,
 61 Spring-street,
 Melbourne, C.I.

I, _____
 (Full name in BLOCK letters)
 of _____

hereby make application to the Milk Board for a Milk Carrier's Licence in accordance with the provisions of section 12, sub-section (2), of the Milk Board Act 1934, and submit the following particulars in connexion with such application:—

1. Location of premises where vehicles are garaged or housed
2. Number and capacity of vehicles to be operated in the business of transporting milk—

MOTOR VEHICLES. HORSE-DRAWN VEHICLES.

Reg. No. of Vehicle.	Load Capacity.		Load Capacity.	
	No. of 50-quart Cans.	No. of 40-quart Cans.	No. of 50-quart Cans.	No. of 40-quart Cans.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

I hereby declare that the particulars herein are true and correct in every respect.

Signature of Applicant

Postal Address

Date

Lodged with the Secretary of Milk Board (date)

Service to be Provided.	Yes or No.
1. Transportation of milk—	
A. From Dairy Farms direct to the Metropolis
B. From Dairy Farms to Milk Depot
C. From Dairy Farms to Railway Station for carriage to the Metropolis
D. From Milk Depot direct to the Metropolis
E. From Milk Depot to Railway Station for carriage to the Metropolis
F. From any place within the Metropolis to any other place within the Metropolis
*G.

2. District or districts from which milk is to be collected for transportation—

* Any other transport service not elsewhere provided.

No.	Milk Board Acts.—Regulations. SCHEDULE IX. MILK CARRIER'S LICENCE.	No.
MILK CARRIER'S LICENCE.	Milk Board, 61 Spring-street, Melbourne, C.1.	
Name	Name of person to whom Licence is granted	
Address	The above-named person (whose signature appears in the margin hereof) is hereby granted this Licence in accordance with the provisions of the Milk Board Acts subject to all regulations now in force or which may from time to time be made under the said Acts.	
Date of Issue	This Licence shall commence on the day of 19 , and continue in force unless or until suspended or cancelled in accordance with the provisions of the said Acts or any regulations made thereunder.	
(Signature)	Not transferable.	Secretary.
	Date	

EXTRACTS FROM MILK BOARD ACTS.

(Licensing of Milk Carriers.)

SECTION 12, MILK BOARD ACT 1934.

* (1) Any person who (either alone or in conjunction with any other business) carries on the business of transporting milk by road (other than solely in the course of distribution of milk by retail) from any place—

- (a) to any milk depot;
- (b) to any railway station for carriage to the metropolis; or
- (c) to any place in the metropolis—

shall, unless he is the holder of a milk carrier's licence under this section and in force be liable to a penalty of not more than One hundred pounds.

† (2) Subject to this section, upon the application in the prescribed form of any person desirous of becoming the holder of a milk carrier's licence the Board shall grant a milk carrier's licence to such person.

‡ (3) Every holder of a milk carrier's licence shall—

- (a) keep such records relating to milk transported by him as are prescribed;
- (b) furnish to the Board within fourteen days after the end of each month a return in the prescribed form and containing the prescribed particulars relating to milk transported by him during such month.

§ (4) Every such holder who fails neglects or refuses to keep such records or to furnish such returns or who keeps false or incomplete records or furnishes false or incomplete returns shall be liable to a penalty of not more than Fifty pounds.

¶ (5) The Board may upon conviction of any such holder for any offence against this section suspend for such period of the Board thinks fit or cancel the licence granted to him under this section and where a licence is cancelled the Board may in its discretion subsequently grant or refuse to grant an application under sub-section (2) of this section.

¶ (6) The Board may from time to time by notice in writing to the holder of any milk carrier's licence determine the maximum charge or charges which may be made by such holder in respect of milk carried by such holder.

** (7) Any holder of a milk carrier's licence who charges any sum in excess of the appropriate maximum charge so determined shall be liable to a penalty of not more than Fifty pounds."

SECTION 13, MILK BOARD ACT 1936.

†† (1) Any officer of the Board, any officer whose services are made use of by the Board under this Act or any member of the police force authorized in writing (whether generally or in any particular case) in that behalf by the Chairman of the Board may at any time require the holder of any milk carrier's licence to produce for inspection the records required to be kept by him under this Act, and the officer or member so authorized may inspect and take copies of or extracts from such records.

‡‡ (2) Any such holder who—

- (a) in contravention of this section fails or refuses to produce any such records; or
- (b) obstructs any such officer or member in the performance of anything which he is empowered to do under this section—

shall be liable for every such offence to a penalty of not more than Twenty pounds.

SECTION 9 (SUB-SECTION B) MILK BOARD ACT 1939.

Any such officer may at all reasonable times by day or night stop and enter any vehicle used for the transport distribution or delivery of milk to or in the metropolis and examine and take samples of any milk or chemical or other substance or article thereon whether such milk chemical substance or article is in a sealed container or otherwise.

* Carrying on business of transporting certain milk by road without milk carrier's licence an offence.

† Grant of Licences.

‡ Holders of Licences to keep records and furnish returns.

§ Penalty.

¶ Power to suspend or cancel licence.

¶ Power to Board to determine maximum charges for carriage of milk by licensed milk carriers.

** Penalty.

†† Power to Officers of Board, &c., to require production of records required to be kept by holders of milk carriers' licences.

‡‡ Penalty.

Milk Board Acts 1933-1934.

SCHEDULE X.—REGULATIONS.

MILK CARRIER'S DAILY RECORD BOOK.

Name and address of Milk Carrier

(The particulars recorded hereunder represent the quantity in each consignment of milk transported on account of the respective suppliers or consignors and delivered to the respective purchasers or consignees herein named, together with the cartage rate charged for such transport service.)

Supplier or Consignor.		Name A/D	Name A/D	Name A/D	Name A/D	Name A/D	Name A/D
During the month of—	Days of month—	(Gallons).	(Gallons).	(Gallons).	(Gallons).	(Gallons).	(Gallons).
	1st ..						
	2nd ..						
	3rd ..						
	4th ..						
	5th ..						
	6th ..						
	7th ..						
	8th ..						
	9th ..						
	10th ..						
	11th ..						
	12th ..						
	13th ..						
	14th ..						
	15th ..						
	16th ..						
	17th ..						
	18th ..						
	19th ..						
	20th ..						
	21st ..						
	22nd ..						
	23rd ..						
	24th ..						
	25th ..						
	26th ..						
	27th ..						
	28th ..						
	29th ..						
	30th ..						
	31st ..						
Monthly Totals							
Cartage rate charged per gallon							
Purchaser or Consignee.		Name A/D	Name A/D	Name A/D	Name A/D	Name A/D	Name A/D

Signature of Milk Carrier

Date

Milk Board Acts 1933-1934.

SCHEDULE V.—REGULATIONS.

Milk Consignment Note.			Milk Consignment Note.		
—	No. of Cans.	Quantity (quarts).	—	No. of Cans.	Quantity (quarts).
A.M. collection			A.M. collection		
P.M. collection			P.M. collection		
From			From		
To			To		
Date of delivery.....			Date of delivery.....		
Signature of supplier.....			Duplicate to be retained by carrier		
[OVER			[OVER		
[BACK OF FORM.]					
Name of licensed Milk Carter }			Name of licensed Milk Carter }		
Signature of Driver }			Signature of Driver }		

Milk Board Acts.

SCHEDULE XVI.

CHARITABLE INSTITUTIONS.

Hospitals.

Anstin Hospital for Cancer and Chronic Diseases.
 The Children's Hospital.
 Queen Victoria Memorial Hospital.
 Talbot Colony for Epileptics.
 The Victorian Eye and Ear Hospital.
 The Women's Hospital.
 The Royal Melbourne Hospital.
 The Alfred Hospital.
 Prince Henry's Hospital.
 St. Vincent's Hospital.
 The Williamstown, Footscray, and District General Hospital.
 After Care Hospital and Melbourne District General Hospital.
 Caulfield Convalescent Hospital.
 Infectious Diseases Hospital, Fairfield.
 The Bendigo and Northern District Base Hospital.

Chief Secretary's Department.

Travancore Special School for Children.

Health Department.

Fairhaven Hospital, Yarra Bend.
 Greenvale Sanatorium.
 "Gresswell" Sanatorium, Mont Park.
 Heatherton Sanatorium.

Mental Hygiene Department.

Mental Hospital, Kew.
 Mental Hospital, Royal Park.
 Mental Hospital, Mont Park.

Repatriation Commission.

Anzac Hospital, Brighton.
 General Hospital, Caulfield.
 General Hospital, Heidelberg.
 Mental Hospital, Bundoora.
 Sanatorium, Macleod.

Benevolent Homes.

The Melbourne Benevolent Asylum and Hospital for the Aged and Infirm.
 The Victorian Benevolent Home and Hospital for Aged and Infirm.
 Bendigo Benevolent Home.

Homes for Aged and Infirm.

Bethany.
 Box Hill.
 Dr. Singleton's.
 Little Sisters of the Poor.
 Nazareth House, Canterbury.
 Pilgrims' Rest.
 Weeroona Aged Women's Home.
 Women's Shelter.

Orphanages.

Box Hill Boys' Homes.
 Camberwell Girls' Homes.
 The City Crèche.
 Central Mission Boys' Training Farm.
 St. Anthony's Home for Destitute Children.
 St. Joseph's Home for Destitute Children.
 St. Vincent de Paul's Boys' Orphanage.
 St. Vincent de Paul's Girls' Orphanage.
 Alice Lovell Clarke Home.
 Church of England Home for Boys (St. John Evangelist's).
 Church of England Home for Boys (St. Martin's).
 St. Luke's Toddlers Home, Langley Hall, Bendigo.
 St. Aidan's Orphanage, Bendigo.
 Church of England Homes for Children.
 East Kew Girls' Home.
 Gordon Institute for Boys.
 Melbourne Orphanage.
 Methodist Babies' Home.
 Methodist Homes for Children.
 Minton Boys' Home.
 Presbyterian and Scot's Church Neglected Children's Aid Society.
 Presbyterian Babies' Home.
 St. Agnes's Home for Girls.
 St. Joseph's and St. Mary's, Abbotsford.
 St. Nicholas's Home for Boys.
 Sutherland Homes.
 Victorian Children's Aid Society.

Refuges.

The Carlton Home, Keppel-street.
 Fitzroy Maternity Home.
 St. Joseph's Receiving Home, Carlton.
 Central Mission Girls' Memorial Home.
 "Kedesh."
 Magdalen Asylum, Albert Park.
 Maternity Home (Melbourne City Mission).
 Presbyterian Girls' Home.
 Presbyterian Sisterhood.

Rescue Homes.

Abbotsford Female Refuge or Magdalen Asylum.
 Brunswick Rescue Home.
 The Central Mission, "Moreland Hall."
 Convent of Good Shepherd.
 The Elizabeth Fry Retreat.
 House of Mercy, Cheltenham.

Other Asylums

Royal Victorian Institute for the Blind.
 The Victorian Deaf and Dumb Institution.

Foundling Homes.

Foundling Hospital and Infants' Home.
 Foundling Hospital, Broadmeadows.
 St. Gabriel's Babies' Home.

Convalescent Homes.

The Melbourne Convalescents' Home for Men.
 The Melbourne Convalescents' Home for Women.

Philanthropic Associations.

Abbotsford Prison Gate Home (Salvation Army).
 The Central Mission.
 Holiday Home for Kindergarten Children.
 Society for the Health of Women and Children of Victoria (Tweedle Hospital).
 Training School and Mothercraft Home.
 The Metropolitan Milk Council.
 Melbourne Sailors' Rest.
 School of Home Crafts.

Hostels.

Central Mission Girls' Hostel.
 Butler House.
 Gill Memorial Home.
 Presbyterian Girls' Hostel.
 Sister Grace's Home for Girls.
 Travellers' Aid Society Hostel.
 Wm. Booth Home.

Crèches.

Brunswick Crèche Society.
 Carlton Crèche.
 Collingwood Crèche Society.
 North Melbourne Crèche Society.
 Prahran, South Yarra, and Toorak Crèche.
 Richmond Crèche.
 South Melbourne Crèche Society.

Free Kindergartens.

Church of England Free Kindergarten Schools—
 Carlton. North Melbourne.
 Collingwood. South Melbourne.
 Fitzroy. West Melbourne.

Presbyterian Free Kindergartens.
 St. Joseph's Free Kindergarten.

Free Kindergartens—continued.

Free Kindergarten Union of Victoria—

Auburn.	Lady Northcote.
Booroondara.	Lillian Cannam.
Brunswick.	Loreto.
Burnley.	Manresa.
Carlton.	Marie Kirk.
Collingwood Mission	Northcote.
Dame Nellie Melba.	Nursery School (Prahran).
Fitzroy Mission.	Renown.
Hornbrook (Prahran).	St. Kilda and Balaclava.
Keele-street (Collingwood)	South Melbourne Mission.
Lady Forster.	Williamstown.
	Yooralla.

Crèches and Free Kindergartens.

City Crèche and Free Kindergarten.
Fitzroy Crèche and Free Kindergarten.
Footscray Crèche and Free Kindergarten.

Milk Board Acts.

SCHEDULE III.—REGULATIONS.

FORM OF CONTRACT.

(Between a Dairyman and the owner of a Dairy Farm.)

[*Note.—No alterations or additions to the terms provided for by this Form may be made.*]

AN AGREEMENT made this _____ day of _____, 194 _____,
between _____ Dairy Farmer,
of _____ (hereinafter called the Vendor)
and _____ Dairyman,
of _____ (hereinafter called the Purchaser)
whereby it is agreed as follows:—

1. The Vendor shall sell and the Purchaser shall buy for the period from the (a) _____ day of _____, 194 _____, to the 31st March now next ensuing _____ gallons of (b) _____ Untreated milk daily (hereinafter called the Contract Daily Quantity) with an allowance in favour of the Vendor in respect of such Contract Daily Quantity if necessary of 5 per cent. variation either way provided always that if the daily quantity of milk delivered by the Vendor to the Purchaser during any period of fourteen successive days is less than the Contract Daily Quantity after allowing for any variations permitted by this Contract, the Purchaser may by notice in writing to the Vendor and to the Milk Board forthwith determine this Contract without prejudice to any rights he may have against the Vendor by reason of the said breach. Provided further that the Purchaser shall not determine this Contract if in the opinion of the Milk Board the Vendor has been unable to deliver the Contract Daily Quantity by reason of drought conditions.

Provided further—

- (i) That if at any time the Purchaser requires milk in excess of the Contract Daily Quantity he may purchase such excess from the Vendor upon the same terms and conditions as are contained in this Contract.
- (ii) That the Contract Daily Quantity may be reduced at the option of the Purchaser to an amount specified by the Purchaser in respect of public and school holiday periods upon his giving or sending written notice to that effect, stating the amount to which the said quantity is to be reduced, to the Vendor at least three (3) clear days before such holidays but if the Vendor shall not be satisfied that the Purchaser in fact suffered by reason of such public or school holidays a diminution of trade to an amount as great or for a period as long as that represented by the reduction specified in the Purchaser's said notice the Vendor may at any time within seven (7) days of the close of the said holiday period call upon the Milk Board to decide the proper reduction to be made and the duration thereof and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract and if the determination is that the said reduction has been too great or of too long a duration the Purchaser shall accept from the Vendor under the terms of this Contract an additional quantity of milk equivalent to the amount of the deficiency so determined in such quantities within the period of this Contract as the Purchaser shall elect.

2. *Loss of Trade.*—If the Purchaser shall suffer any diminution in the normal quantity of milk sold or distributed by him in the metropolis he may with the written consent of the Vendor (and the written approval of the Board to such reduction) reduce the Contract Daily Quantity of this Contract to such lesser quantity or quantities as may be mutually agreed upon and for such period or periods as may be mutually agreed upon. In the event of any disagreement with respect to the amount or duration of the said reduction between the Purchaser and the Vendor the Milk Board shall be called upon by either party to decide the matter, and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract.

3. *Transport and Delivery.*—The cost of transport and delivery of the said milk to the Purchaser's premises or Railway Station as hereinafter provided shall be borne by the Vendor.

- (c)(A) The Vendor shall at his own cost and expense deliver the said milk direct by road throughout to the Purchaser's premises at _____ as follows:—if forenoon delivery by not later than _____ a.m.
if afternoon delivery by not later than _____ p.m.
- (c)(B) The Vendor shall at his own cost and expense deliver the said milk to the _____ Railway Station.

(c) (C) The Purchaser shall provide the road transport service throughout in respect of the said milk in which case he may deduct from the purchase price payable to the Vendor an amount per gallon which shall be determined by the Milk Board in respect of such service and notified to each party hereto in writing by or on behalf of the Board, provided always that the Board at any time during the period of this Contract may amend the said amount if in the opinion of the Board such amount is deemed to be either excessive or inadequate. In the event of any such amended amount being fixed the Board shall in writing give seven days' notice to both parties to this Contract as to the date from which such amended determined amount shall become operative and from such date the amended determined amount shall be the amount chargeable against the Vendor under this Contract in lieu of the amount previously determined. Unless and until the amount of the said deduction is determined and notified by the Board no amount shall be chargeable but on the same being determined the said charge as from the commencement of the period of such service at that rate may be made against the Vendor.

Notwithstanding that the Vendor at the commencement of this Contract agrees to the conditions laid down in either sub-clauses (B) or (C) of this clause, he may at any time with the consent in writing of the Purchaser, elect to deliver the said milk under the conditions of sub-clause (A) of this clause.

4. *Price.*—The price per gallon for the said milk shall be the appropriate price for the time being determined by the Milk Board under the provisions of the Milk Board Acts and notified in the *Government Gazette*. Payments in respect of milk delivered during the first fourteen (14) days of any month shall be made not later than the 21st day of such month, and payment in respect of milk delivered during the remaining days of such month shall be made not later than the 7th day of the month next following.

5. *Default in Payment.*—If the Purchaser makes default for seven clear days in any one or more such payments the Vendor may give or send by prepaid registered post to the Purchaser written notice of his intention to determine this Contract and unless the Purchaser within a period of seven clear days of the receipt of such notice remits the amount due the Contract shall be deemed to have been determined accordingly at the end of the said period but without prejudice to any claim by the Vendor for damages for loss of market or otherwise. In this respect time shall be of the essence of the Contract.

6. Terms and conditions set out on the back hereof are deemed to be incorporated in and to form part of this Contract.

As witness the hands of the parties hereto the day and year first above written.

Signed by the said _____ as Purchaser
in the presence of _____ (Witness).

(d) The common seal of the above-named _____
was hereunto affixed in accordance with the Articles of Association
or other provisions governing the affixing of the same in the
presence of—

(L.S.)

This Contract was approved by the Milk Board as from the
day of _____, 194____, and has been duly registered.

Date

Secretary to the Milk Board.

Signed by the said _____ as Vendor
in the presence of _____ (Witness).

(d) The common seal of the above-named _____
was hereunto affixed in accordance with the Articles of Association
or other provisions governing the affixing of the same in the
presence of—

(L.S.)

- (a) Insert date of commencement.
(b) Delete the alternative which does not apply.
(c) Delete the alternative not agreed upon.
(d) This or other appropriate form of sealing must be used in case of execution by a Company or other Corporation.

TERMS AND CONDITIONS.

Default by Purchaser.—If the Purchaser at any time unlawfully refuses or fails to accept any milk tendered to him by the Vendor pursuant to this Contract the Vendor may forthwith by notice in writing determine this Contract, but without prejudice to any claim for damages howsoever occasioned by the said breach.

Warranty.—The Vendor hereby warrants each and every daily consignment of milk delivered under this Contract to be the production of his own herd and to be pure and unadulterated new milk, sweet, clean, and marketable, with all its cream and without the addition of any preservative and that each and every such daily consignment complies with the standard laid down under the Pure Food Regulations under the Health Acts and the Regulations made under the Milk and Dairy Supervision Acts.

The vendor further warrants—

- (a) that the daily quantity of milk delivered shall contain not less than _____ per cent. of fatty solids, such percentage being determined by the average test of samples taken from the morning and afternoon milkings;
(b) that all milk before leaving the premises of the vendor shall be strained through a type of strainer approved by the purchaser.

Consignment of Milk.—The Vendor shall seal each and every can of milk forwarded to the Purchaser and send with each and every consignment of milk a ticket or label setting out the name and address of the Purchaser, the date of consignment, number of cans, and total quantity of milk forwarded. Such ticket or label shall be signed by the Vendor or on his behalf, and the receipt of such ticket or label with the consignment shall be conclusive evidence that the said ticket or label was signed and sent by or on behalf of the Vendor and that such consignment was supplied under this Contract. Provided that the Vendor shall not be liable in respect of any alleged deficiency in the quantity of milk stated on the ticket or label unless and until he has received notification from the Purchaser of such deficiency within forty-eight hours (Sunday being regarded as a *dies non*) from acceptance of delivery of such consignment by the Purchaser.

Provision of Cans.—The Vendor shall provide suitable cans for the conveyance of milk. Such cans shall be legibly and indelibly marked with the name and address of the Vendor. The Purchaser shall not use the Vendor's cans for the storage or delivery of milk, but shall forthwith upon receipt of milk thoroughly cleanse the cans which contained the same and at the Vendor's expense despatch them to the Vendor, save as hereunder provided. The Purchaser shall be responsible for any delay in despatching the said cans as aforesaid, or in causing the same to be so despatched. In the event of delay in the return of empty cans by the Railway Department, or by any other carrier employed for that purpose, the Purchaser shall not be held responsible for the consequences thereof. The Purchaser shall take every care of the Vendor's cans, and shall return to the Vendor as aforesaid all such cans in his hands on the date of expiration of this Contract or received by him subsequent to such date.

Contingencies Beyond Control of Parties.—This Contract is subject to any contingencies beyond the control of the parties hereto such as strikes, lockouts, fires, or riots, and if either party is prevented from fulfilling the duties imposed upon him or them by or under this Contract or if the Purchaser is unable, in consequence of any such contingency, to deal with the milk despatched by the Vendor or to be despatched, then and in such case the operation of the Contract shall, during the existence of such contingency or contingencies, be suspended on notice in that behalf given by either to the other and to the Milk Board.

Cancellation of Licences.—If at any time the licence held by the Purchaser under the *Milk and Dairy Supervision Act 1928* is cancelled by the Milk Board, or if a renewal of such licence is refused by the Department of Agriculture then this Contract shall be determined forthwith.

If at any time a renewal of the licence held by the Vendor under the *Milk and Dairy Supervision Act 1928* is refused then this Contract shall be determined forthwith.

Infectious Diseases.—The Vendor shall not be liable for the total or partial failure of the supply of milk as hereby provided if such failure arises by reason of the occurrence of infectious disease affecting any person residing or employed on the premises of the Vendor or affecting the live stock of the Vendor, if the Vendor notifies the Purchaser in writing of the occurrence of the said disease immediately upon its coming to his knowledge; the Vendor shall, however, promptly take all reasonable steps to overcome the risk of infection and to resume full supply as soon as possible.

Full supply of milk in accordance with the Contract shall be resumed immediately any restrictions imposed by any statutory authority concerned on account of such infectious disease are removed.

In the event of any such restrictions being imposed for a period exceeding thirty (30) days the Purchaser may, with the approval of the Milk Board, determine this Contract.

Notifiable Diseases.—If, in the opinion of the Chief Veterinary Inspector of the Department of Agriculture, it is considered desirable that the cows on the farm of the Vendor should be examined and tested, by qualified officers of the Department of Agriculture for the purposes of ascertaining if any such cows are infected with any notifiable disease, the Vendor hereby agrees to such examination and testing of his cows being carried out at his farm at such times and under such conditions as may be determined by the Chief Veterinary Inspector.

Notice of Intention Not to Renew.—(a) The Purchaser shall give at least twenty-eight (28) days' notice of his intention not to renew this Contract, both to the Vendor and to the Milk Board, in default whereof he shall be bound to accept deliveries under the same if the Vendor so desires for any period (to be determined by the Vendor) up to twenty-eight (28) days after the 31st March now next ensuing.

(b) The Vendor shall give at least 28 days' notice of his intention not to renew this Contract both to the Purchaser and to the Milk Board in default whereof he shall be bound to supply the contract daily quantity under this contract if the purchaser so desires for any period (to be determined by the purchaser) up to twenty-eight (28) days after the 31st March now next ensuing.

Claim under Fidelity Bond.—If at any time it is necessary for the Vendor to recover any sums due to him by a Purchaser by action upon the fidelity bond lodged under the Milk Board Acts he may determine this Contract forthwith.

Transfer of Business Interest.—The transfer of any interest in the business of either party to this Contract shall be notified to the Milk Board prior to such transfer being completed.

General.—In construction of this Contract the term "the Vendor" shall include where the context admits, his executors, administrators and agreed assigns, or in the case of a Company its successors and agreed assigns, and the term "the Purchaser" shall include where the context admits, his executors, administrators and agreed assigns, or in the case of a Company, its successors and agreed assigns.

The Milk Board shall not be liable for any breach of the terms of this Contract on the part of the Vendor or on the part of the Purchaser.

This Contract shall not be valid unless and until it has been registered with and approved by the Board.

Milk Board Acts.

SCHEDULE VI.—REGULATIONS.

FORM OF CONTRACT.

(Between Owners of Milk Depots and Dairymen.)

[Note.—No alterations or additions to the terms provided for by this Form may be made.]

AN AGREEMENT made this _____ day of _____ 194____ BETWEEN _____ of _____ owner of a Milk Depot situate at _____ and prescribed under the regulations of the Milk Board Acts (hereinafter called the Vendor) and _____ Dairyman of _____ (hereinafter called the Purchaser), whereas it is agreed as follows:—

1. The Vendor shall sell and the Purchaser shall buy for the period from the _____ day of _____, 194____, to the 31st March now next ensuing _____ gallons of _____ Brine-cooled _____ milk daily (hereinafter called the Contract Daily Quantity) provided always that if the daily quantity of milk delivered by the Vendor to the Purchaser during any period of seven successive days is less than the Contract Daily Quantity after allowing for any variations permitted by this Contract, the Purchaser may by notice in writing to the Vendor and to the Milk Board forthwith determine this Contract without prejudice to any rights he may have against the Vendor by reason of the said breach. Provided further that the Purchaser shall not determine this Contract if in the opinion of the Milk Board the Vendor has been unable to deliver the Contract Daily Quantity by reason of drought conditions.

Provided further—

- (i) That if at any time the Purchaser requires milk in excess of the Contract Daily Quantity he may purchase such excess from the Vendor upon the same terms and conditions as are contained in this Contract.
- (ii) That the Contract Daily Quantity may be reduced at the option of the Purchaser to an amount specified by the Purchaser in respect of public and school holiday periods upon his giving or sending written notice to that effect, stating the amount to which the said quantity is to be reduced, to the Vendor at least three (3) clear days before such holidays but if the Vendor shall not be satisfied that the Purchaser in fact suffered by reason of such public or school holidays a diminution of trade to an amount as great or for a period as long as that represented by the reduction specified in the Purchaser's said notice the Vendor may at any time within seven (7) days of the close of the said holiday period call upon the Milk Board to decide the proper reduction to be made and the duration thereof and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract and if the determination is that the said reduction has been too great or of too long a duration the Purchaser shall accept from the Vendor under the terms of this Contract an additional quantity of milk equivalent to the amount of the deficiency so determined in such quantities within the period of this Contract as the Purchaser shall elect.

2. *Loss of Trade.*—If the Purchaser shall suffer any diminution in the normal quantity of milk sold or distributed by him in the metropolis he may with the written consent of the Vendor (and the written approval of the Board to such reduction) reduce the Contract Daily Quantity of this Contract to such lesser quantity or quantities as may be mutually agreed upon and for such period or periods as may be mutually agreed upon. In the event of any disagreement with respect to the amount or duration of the said reduction between the Purchaser and the Vendor the Milk Board shall be called upon by either party to decide the matter and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract.

3. *Transport and Delivery.*—The cost of transport and delivery of the said milk shall be borne by the Vendor as follows:—

- † (a) The Vendor shall deliver the said milk direct by road throughout to the Purchaser's premises at _____
- † (b) The Vendor shall deliver the said milk by rail to the _____ Railway Station.
- † (c) The Purchaser shall provide the transport service throughout in respect of the said milk, in which case he may deduct from the purchase price payable to the Vendor an amount per gallon to cover the cost of rail or road transport which shall be determined by the Milk Board in respect of such service and notified to each party hereto in writing by or on behalf of the Board, provided always that the Board at any time during the period of this Contract may amend the said amount if in the opinion of the Board such amount is deemed to be either excessive or inadequate. In the event of any such amended amount being fixed the Board shall in writing give seven days' notice to both parties to this Contract as to the date from which such amended determined amount shall become operative and from such date the amended determined amount shall be the amount chargeable against the Vendor under this Contract in lieu of the amount previously determined. Unless and until the amount of the said deduction is determined and notified by the Board no amount shall be chargeable, but on the same being determined the said charge as from the commencement of the period of such service at that rate may be made against the Vendor.

4. *Price*.—The price per gallon for the said milk shall be—

‡ (a) The appropriate price for the time being determined by the Milk Board under the Milk Board Acts and notified in the *Government Gazette*.

§ (b) pence per gallon above the appropriate price for the time being determined by the Milk Board under the provisions of the Milk Board Acts.

¶ Payment in respect of the said Milk shall be as follows:—

5. *Default in Payment*.—If the Purchaser makes default for seven clear days in any one or more such payments the Vendor may give or send by prepaid registered post to the Purchaser written notice of his intention to determine this Contract, and unless the Purchaser within a period of seven clear days of the receipt of such notice remits the amount due the Contract shall be deemed to have been determined accordingly at the end of the said period, but without prejudice to any claim by the Vendor for damages for loss of market or otherwise. In this respect time shall be of the essence of the Contract.

6. The additional terms and conditions set out on the back hereof are deemed to be incorporated in and form part of this Contract.

As witness the hands of the parties hereto the day and year first above written.

Signed by the said _____ as Purchaser
in the presence of _____ (Witness).

(d) The common seal of the above-named _____ was hereunto affixed in accordance with the Articles of Association or other provisions governing the affixing of the same in the presence of—

Signed by the said _____ as Vendor
in the presence of _____ (Witness).

(d) The common seal of the above-named _____ was hereunto affixed in accordance with the Articles of Association or other provisions governing the affixing of the same in the presence of—

This Contract was approved by the Milk Board as from the _____ day of _____, 1947, and has been duly registered.

Secretary to the Milk Board.

* Cross out alternative which does not apply.

† Delete the alternatives not agreed upon.

‡ Delete the alternative not applicable.

§ Insert sum agreed on.

¶ Insert manner of payment.

Contracts to be in triplicate. Each of the three copies must be executed by both Vendor and Purchaser.

(d) This or other appropriate form of sealing must be used in case of execution by a Company or other Corporation.

ADDITIONAL TERMS AND CONDITIONS.

Default by Purchaser.—If the Purchaser at any time unlawfully refuses or fails to accept any milk tendered to him by the Vendor pursuant to this Contract, the Vendor may forthwith by notice in writing determine this Contract, but without prejudice to any claim for damages howsoever occasioned by the said breach.

Warranty.—The Vendor hereby warrants each and every consignment of milk delivered under this Contract to be pure and unadulterated new milk, sweet, clean, and marketable, with all its cream and without the addition of any preservative. The Vendor further warrants that each and every such consignment complies with the standards laid down under the Pure Food Regulations under the Health Acts and the Regulations made under the Milk and Dairy Supervision Acts and that all milk supplied shall contain not less than * _____ per cent. of fatty solids.

Consignment of Milk.—The Vendor shall seal each and every can of milk forwarded to the Purchaser and send with each and every consignment of milk a ticket or label setting out the name and address of the Purchaser, the date of consignment, number of cans, and total quantity of milk forwarded. Such ticket or label shall be signed by the Vendor or on his behalf, and the receipt of such ticket or label with the consignment shall be conclusive evidence that the said ticket or label was signed and sent by or on behalf of the Vendor, and that such consignment was supplied under this Contract. Provided that the Vendor shall not be liable in respect of any alleged deficiency in the quantity of milk stated on the ticket or label unless and until he has received notification from the Purchaser of such deficiency within forty-eight hours (Sunday being regarded as a *dies non*) from acceptance of delivery of such consignment by the Purchaser.

Provision of Cans.—The Vendor shall provide suitable cans for the conveyance of milk. Such cans shall be legibly and indelibly marked with the name and address of the Vendor. The Purchaser shall not use the Vendor's cans for the storage or delivery of milk, but shall forthwith upon receipt of milk thoroughly cleanse the cans which contained the same, and at the Vendor's expense despatch them to the Vendor, save as hereunder provided. The Purchaser shall be responsible for any delay in despatching the said cans as aforesaid, or in causing the same to be so despatched. In the event of delay in the return of empty cans by the Railway Department, or by any other carrier employed for that purpose, the Purchaser shall not be held responsible for the consequence thereof. The Purchaser shall take every care of the Vendor's cans, and shall return to the Vendor as aforesaid all such cans in his hands on the date of expiration of this Contract or received by him subsequent to such date.

Contingencies Beyond Control of Parties.—This Contract is subject to any contingencies beyond the control of the parties hereto, such as strikes, lockouts, fires, or riots, and if either party is prevented from fulfilling the duties imposed upon him or them by or under this Contract, or if the Purchaser is unable in consequence of any such contingency to deal with the milk despatched by the Vendor or to be despatched, then and in such case the operation of the Contract shall, during the existence of such contingency or contingencies be suspended on notice in that behalf given by either to the other and to the Milk Board.

Cancellation of Licences.—If at any time the licence held by the Purchaser under the *Milk and Dairy Supervision Act 1928* is cancelled by the Milk Board, or if a renewal of such licence is refused by the Department of Agriculture, then this Contract shall be determined forthwith.

If at any time a renewal of the licence held by the Vendor under the *Milk and Dairy Supervision Act 1928* is refused by the Department of Agriculture, or the prescribing of the premises of the Vendor as a "Milk Depot" under the Milk Board Acts is revoked by the Governor in Council, then this Contract shall be determined forthwith.

Notice of Intention Not to Renew.—(a) The Purchaser shall give at least twenty-eight (28) days' notice of his intention not to renew this Contract both to the Vendor and to the Milk Board in default whereof he shall be bound to accept deliveries under the same if the Vendor so desires for any period to be determined by the Vendor up to twenty-eight (28) days after the 31st March now next ensuing.

(b) The Vendor shall give at least 28 days' notice of his intention not to renew this Contract both to the Purchaser and to the Milk Board in default whereof he shall be bound to supply the contract daily quantity under this Contract if the purchaser so desires for any period (to be determined by the purchaser) up to twenty-eight (28) days after the 31st of March now next ensuing.

Transfer of Business Interest.—The transfer of any interest in the business of either party to this Contract shall be notified to the Milk Board prior to such transfer being completed.

General.—In construction of this Contract "Vendor" shall include where the context admits, his executors, administrators, and agreed assigns, or in the case of a Company its successors and agreed assigns, and "Purchaser" shall include where the context admits, his executors, administrators, and agreed assigns, or in the case of a Company, its successors and agreed assigns.

The Milk Board shall not be liable for any breach of the terms of this Contract on the part of the Vendor or on the part of the Purchaser.

This Contract shall not be valid unless and until it has been registered with and approved by the Milk Board.

* Insert percentage agreed on.

Milk Board Acts.

SCHEDULE VII.—REGULATIONS.

FORM OF CONTRACT

(Between a Dairyman and a Dairyman.)

(NOTE.—No alterations or additions to the terms provided for by this Form may be made.)

AN AGREEMENT made this _____ day of _____ 194 _____
BETWEEN _____ Dairyman
of _____ (hereinafter called the Vendor)
and _____ Dairyman
of _____ (hereinafter called the Purchaser)

whereas it is agreed as follows:—

1. The Vendor shall sell and the purchaser shall buy for the period from the _____ day of _____ 194 _____ to the 31st March

now next ensuing _____ gallons of ^{Raw} Brine-cooled milk daily (hereinafter ^{Pasteurized})

* Cross out alternatives which do not apply.

called the Contract Daily Quantity) provided always that if the daily quantity of milk delivered by the Vendor to the Purchaser during any period of seven successive days is less than the Contract Daily Quantity after allowing for any variations permitted by this Contract, the Purchaser may by notice in writing to the Vendor and to the Milk Board forthwith determine this Contract without prejudice to any rights he may have against the Vendor by reason of the said breach: Provided further that the Purchaser shall not determine this Contract if in the opinion of the Milk Board the Vendor has been unable to deliver the Contract Daily Quantity by reason of drought conditions.

Provided further—

- (i) That if at any time the Purchaser requires milk in excess of the Contract Daily Quantity he may purchase such excess from the Vendor upon the same terms and conditions as are contained in this Contract.
- (ii) That the Contract Daily Quantity may be reduced at the option of the Purchaser to an amount specified by the Purchaser in respect of public and school holiday periods upon his giving or sending written notice to that effect, stating the amount to which the said quantity is to be reduced, to the Vendor at least three (3) clear days before such holidays but if the Vendor shall not be satisfied that the Purchaser in fact suffered by reason of such public or school holidays a diminution of trade to an amount as great or for a period as long as that represented by the reduction specified in the Purchaser's said notice the Vendor may at any time within seven (7) days of the close of the said holiday period call upon the Milk Board to decide the proper reduction to be made and the duration thereof and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract and if the determination is that the said reduction has been too great or of too long a duration the Purchaser shall accept from the Vendor under the terms of this Contract an additional quantity of milk equivalent to the amount of the deficiency so determined in such quantities within the period of this Contract as the Purchaser shall elect.

2. *Transport and Delivery.*—The cost of transport and delivery of the said milk from the Vendor's premises to the Purchaser's premises shall be borne by the

3. *Price.*—The price per gallon for the said milk shall be—

* (a) The appropriate price for the time being determined by the Milk Board under the Milk Board Acts and notified in the *Government Gazette*.

† (b) pence per gallon above the appropriate price for the time being determined by the Milk Board under the provisions of the Milk Board Acts.

‡ Payment in respect of the said milk shall be made as follows:—

4. *Default in Payment.*—If the Purchaser makes default for seven clear days on any one or more such payments the Vendor may give or send by prepaid registered post to the Purchaser written notice of his intention to determine this Contract, and unless the Purchaser within a period of seven clear days of the receipt of such notice remits the amount due the Contract shall be deemed to have been determined accordingly at the end of the said period, but without prejudice to any claim by the Vendor for damages for loss of market or otherwise. In this respect time shall be of the essence of the Contract.

5. *Loss of Trade.*—If the Purchaser shall suffer any diminution in the normal quantity of milk sold or distributed by him in the metropolis he may with the written consent of the Vendor (and the written approval of the Board to such reduction) reduce the Contract Daily Quantity of this Contract to such lesser quantity or quantities as may be mutually agreed upon and for such period or periods as may be mutually agreed upon. In the event of any disagreement with respect to the amount or duration of the said reduction between the Purchaser and the Vendor the Milk Board shall be called upon by either party to decide the matter and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract.

6. The additional terms and conditions set out on the back hereof are deemed to be incorporated in and to form part of this Contract.

As witness the hands of the parties hereto the day and year first above written.

Signed by the said _____ as Purchaser
in the presence of _____ (Witness)

(d) The common seal of the above-named _____
was hereto affixed in accordance with the Articles of Association
or other provisions governing the affixing of the same in the
presence of—

(L.S.)

Signed by the said _____ as Vendor
in the presence of _____ (Witness)

(d) The common seal of the above-named _____
was hereto affixed in accordance with the Articles of Association
or other provisions governing the affixing of the same in the
presence of—

(L.S.)

This Contract was approved by the Milk Board as from the
day of _____ 19____ and has been duly registered.

Secretary to the Milk Board.
Date _____

* Delete the alternative not applicable.

† Insert sum agreed on.

‡ Insert number of payment.

Contracts to be in triplicate. Each of the three copies must be executed by both Vendor and Purchaser.

(d) This or other appropriate form of sealing must be used in case of execution by a Company or other Corporation.

ADDITIONAL TERMS AND CONDITIONS.

Default by Purchaser.—If the Purchaser at any time unlawfully refuses or fails to accept any milk tendered to him by the Vendor pursuant to this Contract the Vendor may forthwith by notice in writing determine this Contract, but without prejudice to any claims for damages howsoever occasioned by the said breach.

Warranty.—The Vendor hereby warrants each and every consignment of milk delivered under this Contract to be pure and unadulterated new milk, sweet, clean and marketable, with all its cream and without the addition of any preservative. The Vendor further warrants that each and every such consignment complies with the standards laid down under the Pure Food Regulations under the Health Acts and the Regulations made under the Milk and Dairy Supervision Acts and that all milk supplied shall contain not less than _____ per cent. of fatty solids.

Consignment of Milk.—The Vendor shall seal each and every can of milk forwarded to the Purchaser and send with each and every consignment of milk a ticket or label setting out the name and address of the Purchaser, the date of consignment, number of cans, and total quantity of milk forwarded. Such ticket or label shall be signed by the Vendor or on his behalf and the receipt of such ticket or label with the consignment shall be conclusive evidence that the said ticket or label was signed and sent by or on behalf of the Vendor and that such consignment was supplied under this Contract: Provided that the Vendor shall not be liable in respect of any alleged deficiency in the quantity of milk stated on the ticket or label unless and until he has received notification from the Purchaser of such deficiency within forty-eight hours (Sunday being regarded as a *die non*) from acceptance of delivery of such consignment by the Purchaser.

Cans.—Suitable cans, the property of the Vendor, shall be provided for the conveyance of milk. Such cans shall be legibly and indelibly marked with the name and address of the Vendor. The Purchaser shall not use any of the Vendor's cans for the storage or delivery of milk, but shall forthwith upon receipt of milk thoroughly cleanse the cans which contained same and at the Vendor's expense despatch them to the Vendor. The Purchaser shall be responsible for any delay in returning the said cans.

The Purchaser shall take every care of the Vendor's cans whilst in his charge or under his control, and shall return to the Vendor as aforesaid all such cans in his hands on the date of expiration of this contract as received by him subsequent to such date.

Contingencies Beyond Control of Parties.—This Contract is subject to any contingencies beyond the control of the parties hereto such as restrictions under the Health Act, or *Milk and Dairy Supervision Act 1928*, strikes, lockouts, fires, or riots, and if either party is prevented from fulfilling the duties imposed upon him or them by or under this Contract, or if the Purchaser is unable in consequence of any such contingency to deal with the milk despatched by the Vendor or to be despatched, then and in such case the operation of the Contract shall, during the existence of such contingency or contingencies, be suspended on notice in that behalf given by either to the other and to the Milk Board.

Cancellation of Licences.—If at any time the licence held by either the Vendor or the Purchaser under the *Milk and Dairy Supervision Act 1928* is cancelled by the Milk Board, or if a renewal of such licence is refused by the Department of Agriculture then this Contract shall be determined forthwith.

Notice of Intention not to Renew.—The Purchaser shall give at least twenty-eight (28) days' notice of his intention not to renew this Contract both to the Vendor and to the Milk Board in default whereof he shall be bound to accept deliveries under the same if the Vendor so desires for any period to be determined by the Vendor up to twenty-eight (28) days after the 31st March now next ensuing.

Claim under Fidelity Bond.—If at any time it is necessary for the Vendor to recover any sums due to him by a Purchaser by action upon the fidelity bond lodged under the Milk Board Acts 1933 and 1934 he may determine this Contract forthwith.

Transfer of Business Interest.—The transfer of any interest in the business of either party to this Contract shall be notified to the Milk Board prior to such transfer being completed.

General.—In construction of this Contract "Vendor" shall include where the context admits his executors, administrators and agreed assigns, or in the case of a Company its successors and agreed assigns. "Purchaser" shall include where the context admits his executors, administrators and agreed assigns, or in the case of a Company its successors and agreed assigns.

The Milk Board shall not be liable for any breach of the terms of this Contract on the part of the Vendor or on the part of the Purchaser.

This Contract shall not be valid unless and until it has been registered with and approved by the Board.

Milk Board Acts.

SCHEDULE VIII.—REGULATIONS.

FORM OF CONTRACT.

(Between Owners of Milk Depots and Owners of Dairy Farms.)

(NOTE.—No alterations or additions to the terms provided for by this Form may be made.)

AN AGREEMENT made this _____ day of _____
194 , BETWEEN
of _____
owner of a dairy farm (hereinafter called the Vendor), and
of _____
owner of a milk depot situate at _____
and prescribed under the regulation of the Milk Board Acts (hereinafter called the Purchaser) whereby it is agreed as follows:—

1. The Vendor shall sell and the Purchaser shall buy for the period from the _____ day of _____ 194 , to the 31st March next ensuing _____ gallons of milk daily hereinafter called the Metropolis Contract Quantity provided always that if the daily quantity of milk delivered by the Vendor to the Purchaser during any period of fourteen successive days is less by 10 per cent. than the Metropolis Contract Quantity after allowing for any variations permitted by this Contract, the Purchaser may by notice in writing to the Vendor and to the Milk Board forthwith determine this Contract without prejudice to any rights he may have against the vendor by reason of the said breach. Provided further that the Purchaser shall not determine this Contract if in the opinion of the Milk Board the Vendor has been unable to deliver the Metropolis Contract Quantity by reason of drought conditions.

Provided further—

- (i) That if at any time the Purchaser requires milk from the Vendor in excess of the Metropolis Contract Quantity he shall purchase such excess from the Vendor upon the same terms and conditions as are contained in this Contract.
- (ii) That the Metropolis Contract Quantity may be reduced at the option of the Purchaser to an amount specified by the Purchaser in respect of public and school holiday periods but if the Vendor shall not be satisfied that the Purchaser in fact suffered by reason of such public or school holidays a diminution of trade to an amount as great or for a period as long as that represented by the reduction specified in the Purchaser's said notice the Vendor may at any time within seven (7) days of the close of the said holiday period call upon the Milk Board to decide the proper reduction to be made and the duration thereof and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract and if the determination is that the said reduction has been too great or of too long a duration the Purchaser shall accept from the Vendor under the terms of this Contract an additional quantity of milk equivalent to the amount of the deficiency so determined in such quantities within the period of this Contract as the Purchaser shall elect.

2. *Transport and Delivery to Milk Depot.*—The cost of transport and delivery of the said milk shall be borne by the Vendor. The method of such transport and delivery at the option of the Vendor is agreed upon as hereunder.

- * (a) The Vendor shall deliver or cause to be delivered the said milk from his premises to the said milk depot at
- * (b) The Purchaser shall provide the transport service from the Vendor's premises to the said milk depot at in which case he may deduct from the purchase price for the said milk an amount per gallon which shall be determined by the Milk Board in respect of such service and notified to each party hereto in writing by or on behalf of the Board.

3. *Transport and Delivery to the Metropolis.*—The cost of transport and delivery of the said milk to the metropolis shall be borne by the Vendor as follows:—

- * (a) For transport to the Metropolis an amount per gallon which shall be determined by the Milk Board in respect of such service and notified to each party hereto in writing by or on behalf of the Board.
- * (b) For road transport throughout from the said Milk Depot to the metropolis an amount per gallon which shall be determined by the Milk Board in respect of such service and notified to each party hereto in writing by or on behalf of the Board.

4. *Variation in Transport and Delivery Charges.*—In respect of the aforementioned determined amounts per gallon under clauses 2 and 3 of this Contract the Board at any time during the period of this Contract may amend any such determined amount or amounts if in the opinion of the Board any such amount is deemed to be either excessive or inadequate. In the event of any such amended determined amount being fixed the Board shall give seven days' notice in writing to both parties to this Contract as to the date from which such amended amount shall become operative and from such date the amended determined amount shall be the amount chargeable against the Vendor under this Contract in lieu of the amount previously determined. Unless and until the amount of the said deduction is determined and notified by the Board no amount shall be chargeable but on the same being determined the said charge as from the commencement of the period of such service at that rate may be made against the Vendor.

5. *Price.*—The price per gallon for the said milk shall be the appropriate price for the time being determined by the Milk Board under the provisions of the Milk Board Acts, and notified in the *Government Gazette*. Statements of account in respect of the said milk shall be rendered by the Purchaser to the Vendor as follows:—

- (a) For milk purchased during the first 14 days of each calendar month; and
- (b) For milk purchased during the remaining days of each calendar month.

The said statements shall be rendered and payment shall be made by the Purchaser not later than _____ days after the last day of each of the afore-mentioned periods.

6. *Default in Payment.*—If the purchaser makes default for seven clear days in any one or more payments the Vendor may give or send by prepaid registered post to the Purchaser written notice of his intention to determine this Contract and unless the Purchaser within a period of seven clear days of the receipt of such notice remits the amount due the Contract shall be deemed to have been determined accordingly at the end of the said period but without prejudice to any claim by the Vendor for damages for loss of market or otherwise. In this respect time shall be of the essence of the Contract.

7. *Times of Delivery of Milk to the Depot.*—Subject to any regulation made under the Milk Board Acts prescribing the hours or times within which milk may be received at a Milk Depot the Vendor shall arrange to have his milk delivered to the Milk Depot as follows:—

- (a) When one delivery a day is made—not later than _____ a.m.
- (b) When two deliveries a day are made—milk produced in the forenoon, not later than _____ a.m. Milk produced in the afternoon— not later than _____ p.m.

When the transport service for such milk is provided or arranged for by the Purchaser on behalf of the Vendor the responsibility for compliance with the afore-mentioned delivery time conditions shall be on the Purchaser provided always that the Vendor hereby covenants to arrange to have his milk ready for such transport at a suitable time and picking up place reasonably convenient for the Purchaser's transport arrangements.

8. *Gallonage Calculated by Weight.*—Subject to the Purchaser providing for the purpose suitable and correct weighing apparatus at the said Milk Depot the gallonage of milk supplied by the Vendor shall be calculated on the basis of 10.3 lb. per gallon.

9. *Loss of Trade.*—If the Purchaser at any time during the period of this Contract suffers loss of normal milk sales in the metropolis and from this cause desires to reduce the afore-mentioned Metropolis Contract Quantity the Purchaser shall apply to the Milk Board in writing to determine what reduction (if any) and for what period (if any) shall be allowed.

The Purchaser shall furnish full particulars in support of his claim to loss of normal milk sales in the metropolis as may be required by the Board.

The Board after inquiry shall determine and notify to the parties hereto in writing what deduction (if any) will be allowable in the said Metropolis Contract Quantity and the period for which such reduction shall apply. In all such respects the decision of the Board shall be final and binding on all parties concerned and no reduction in the Metropolis Contract Quantity shall be made except in accordance with this clause or such other provisions of this Contract as relate to variation or reduction thereof.

10. The additional terms and conditions set out on the back hereof are deemed to be incorporated in and to form part of this Contract.

As witness the hands of the parties hereto the day and year first above written.
Signed by the said _____ as Purchaser
in the presence of _____ (Witness).

(d) The common seal of the above-named _____ was hereunto affixed in accordance with the Articles of Association or other provisions governing the affixing of the same in the presence of—

(L.S.)

Signed by the said _____ as Vendor
in the presence of _____ (Witness).

(d) The common seal of the above-named _____ was hereunto affixed in accordance with the Articles of Association or other provisions governing the affixing of the same in the presence of—

(L.S.)

This Contract was approved by the Milk Board as from the _____ day of _____ 19____, and has been duly registered.

Secretary to the Milk Board.

Date

* Delete the alternative not agreed on.
(d) This or other appropriate form of sealing must be used in case of execution by a Company or other Corporation.

ADDITIONAL TERMS AND CONDITIONS.

Default by Purchaser.—If the Purchaser at any time unlawfully refuses or fails to accept any milk tendered to him by the Vendor pursuant to this Contract the Vendor may forthwith by notice in writing determine this Contract, but without prejudice to any claim for damages howsoever occasioned by the said breach.

Warranty.—The Vendor hereby warrants each and every daily consignment of milk delivered under this Contract to be the production of his own herd and to be pure and unadulterated new milk, sweet, clean, and marketable with all its cream and without the addition of any preservative and that each and every such daily consignment complies with the standard laid down under the Pure Food Regulations under the Health Acts and the Regulations made under the Milk and Dairy Supervision Acts.

The Vendor further warrants—

(a) that the daily quantity of milk delivered shall contain not less than _____ per cent. of fatty solids such percentage being determined by the average test of samples taken from the morning and afternoon milkings;

(b) that all milk before leaving the premises of the Vendor shall be strained through a type of strainer approved of by the Purchaser.

Consignment of Milk.—The Vendor shall forward each consignment of milk to the Purchaser in suitable cans, and the Purchaser on delivery of such milk to him shall supply to the Vendor a docket form on which shall be clearly set out the date of delivery and the quantity of milk in such consignment. The production of such docket form shall be conclusive evidence that such consignment was supplied under this Contract.

Provisions of Cans.—The Vendor shall provide suitable cans for the conveyance of milk to the depot. Such cans shall be legibly and indelibly marked with the name and address of the Vendor. The Purchaser shall not use the Vendor's cans for storage or the delivery of milk to the Metropolis. The Purchaser shall provide at the depot premises adequate and approved facilities for the cleansing of cans. The Purchaser shall take every care of the Vendor's cans and shall return to the Vendor as aforesaid, all such cans in his hands on the date of expiration of this Contract or received by him subsequent to such date.

Contingencies beyond Control of Parties.—This Contract is subject to any contingencies beyond the control of the parties hereto such as strikes, lockouts, fires or riots, and if either party is prevented from fulfilling the duties imposed upon him or them by or under this Contract or if the Purchaser is unable in consequence of any such contingency to deal with the milk despatched by the Vendor or to be despatched, then and in such case the operation of the Contract shall, during the existence of such contingency or contingencies, be suspended on notice on that behalf by either to the other and to the Milk Board.

Cancellation of Licences.—If at any time the licence held by the Purchaser under the Milk and Dairy Supervision Act 1928 is cancelled or the prescribing of such milk depot is revoked by the Milk Board, or if a renewal of such licence is refused by the Department of Agriculture, then this Contract shall be determined forthwith.

If at any time a renewal of the licence held by the Vendor under the Milk and Dairy Supervision Act 1928 is refused then this Contract shall be determined forthwith.

Infectious Diseases.—The Vendor shall not be liable for the total or partial failure of the supply of milk as hereby provided if such failure arises by reason of the occurrence of infectious disease affecting any person residing or employed on the premises of the Vendor or affecting the live stock of the Vendor, if the Vendor notifies the Purchaser in writing of the occurrence of the said disease immediately upon its coming to his knowledge; the Vendor shall, however, promptly take all reasonable steps to overcome the risk of infection and to resume full supply as soon as possible.

Full supply of milk in accordance with the Contract terms shall be resumed immediately any restrictions imposed by any statutory authority concerned on account of such infectious disease are removed.

In the event of any such restrictions being imposed for a period exceeding thirty (30) days the Purchaser may, with the approval of the Milk Board, determine this Contract.

Notifiable Diseases.—If in the opinion of the Chief Veterinary Inspector of the Department of Agriculture it is considered desirable that the cows on the farm of the Vendor should be examined and tested by qualified officers of the

Department of Agriculture for the purpose of ascertaining if any such cows are infected with any notifiable disease the Vendor hereby agrees to such examination and testing of his cows being carried out at his farm at such times and under such conditions as may be determined by the Chief Veterinary Inspector.

Notice of Intention Not to Renew.—(a) The Purchaser shall give at least twenty-eight (28) days' notice of his intention not to renew this Contract both to the Vendor and to the Milk Board, in default whereof he shall be bound to accept deliveries under the same if the Vendor so desires for any period to be determined by the Vendor up to twenty-eight (28) days after the 31st March now next ensuing.

(b) The Vendor shall give at least 28 days' notice of his intention not to renew this Contract both to the Purchaser and to the Milk Board, in default whereof he shall be bound to supply the contract daily quantity under this contract if the purchaser so desires for any period (to be determined by the purchaser) up to twenty-eight (28) days after the 31st of March now next ensuing.

Transfer of Business Interest.—The transfer of any interest in the business of either party to this Contract shall be notified to the Milk Board prior to such transfer being completed.

General.—In construction of this Contract "Vendor" shall include where the context admits, his executors, administrators, and agreed assigns, or in the case of a Company its successors and agreed assigns. "Purchaser" shall include where the context admits his executors, administrators, and agreed assigns or in the case of a Company its successors and agreed assigns.

The Milk Board shall not be liable for any breach of the terms of this Contract on the part of the Vendor or on the part of the Purchaser.

The Contract shall not be valid unless and until it has been registered with and approved by the Milk Board.

Milk Board Acts.

SCHEDULE XI.

REGULATIONS.

Fidelity Bond of

(Insurance Company)

KNOW ALL MEN by these presents that §
Limited, the registered office of which is situate at
in the State of Victoria, is held and firmly bound unto the Honorable
His Majesty's Treasurer in and for the State of
Victoria, and his successors and his and their assigns in the sum of £
for the due payment whereof the said company hereby binds itself firmly by
these presents.

Executed and delivered by or for the company this
day of One thousand nine hundred and

Whereas one*

of
in the said State, dairyman (hereinafter called "the Applicant" has applied
renewal for the of a licence under Part II. of the *Milk and Dairy Supervision*
grant Act 1928 as the owner of a dairy situate at
within the metropolis or as the owner of a dairy at
outside the metropolis from which milk purchased from the owners of dairy farms
or of milk depots or dairymen may be sold or distributed by retail in the
metropolis:

And whereas pursuant to the *Milk Board Act 1933* the applicant is required
to lodge with the Minister a fidelity bond from some insurance company approved
by the Treasurer of Victoria for the sum of £
such fidelity bond *inter alia* to contain a provision indemnifying the owners or
dairymen aforesaid against losses arising from any failure to pay or to account
for any moneys payable to such owners or dairymen by the applicant during
the period ending the thirtieth day of June, 194

And whereas the above bounden § Limited
has agreed to enter into the above-written bond for the fidelity of the applicant
in relation to the payment by him of and the accounting by him for the said
moneys payable to such owners or dairymen as aforesaid:

Now the condition of this bond is such that if the applicant is granted a
licence as aforesaid or a renewal thereof, and if the applicant shall pay and
account for all moneys which shall become due and payable to the owners or
dairymen in respect of milk purchased by or delivered to the applicant in his
capacity as a dairyman during the said period, then the above-written bond
shall be void and of no effect or else the same shall remain in full force
and virtue:

Provided always and it is hereby agreed and declared—

- (a) that the total sum ultimately recoverable under the said bond
against the above bounden shall not in any event exceed £
and each and every sum of money which may be paid hereunder
(whether such sum shall have been paid pursuant to an action on
the bond or not) shall be paid and received in reduction of the
total sum of £ ;
- (b) that the above bounden shall be liable only in respect of any failure
to pay or account as aforesaid occurring during the said period
and in respect of which a claim has been made against the above
bounden not later than four months after the date of sale or
delivery of the milk in respect of which any such failure to pay or
account has occurred;

(c) that if the said licence shall at any time be cancelled or determined, then the said bond shall become void and of no effect, except as to any liability which the above bounden shall have already incurred thereunder.

Dated the _____ day of _____ 19____ (L.S.)

* Name of applicant for licence, and address.
 † Cross out whichever is inapplicable.
 ‡ Insert amount in words.
 § Name of insurance company.

[ON BACK.]

FIDELITY BOND.

Name _____

Date / / 19____

Milk Board Acts.

SCHEDULE XII.

Surname (in BLOCK letters) (initials)

Address _____

RETURN OF A DAIRYMAN OTHER THAN THE OWNER OF A MILK SHOP OF MILK PURCHASED FOR SALE AND DISTRIBUTION IN THE METROPOLIS AND MILK SOLD OR DISTRIBUTED IN THE METROPOLIS DURING THE CALENDAR MONTH OF _____ 19____.

For office use only.

Distribution	gallons.	Amount received—
Contribution due		Cash
		Cheque
		By Money Order
		Postal Note
		Stamps
Balance Dr./Cr.		Date credited

PARTICULARS OF MILK PURCHASED FOR SALE AND DISTRIBUTION IN THE METROPOLIS.

(All quantities for the full calendar month to be shown in gallons.)

Name and Address of Supplier(s).	Quantity Purchased.		Price Paid per Gallon.	Transport Particulars.		Contract Daily Quantity (vide Milk Board Contract).
	Untreated.	Treated.		Name of Carrier.	Rate per Gallon.	
Stock carried forward from last month.						
Total						

PARTICULARS OF MILK SOLD OR DISTRIBUTED IN THE METROPOLIS.
(All quantities to be shown in gallons.)

" A " (see note.)	" B "	Balance.		Total.	Contribution payable to Milk Board in respect of quantity shown in column " A ."
		Stock on hand at end of month.	Home Use and Wastage.		
Quantity Sold or Distributed (including Sales to Milk Shops).	Quantities Sold or Distributed to Dairymen other than Milk Shops and to Prescribed Charitable Institutions as per details on back hereof.				

NOTE.—" A "—Sale or distribution includes milk consumed or intended for consumption in the metropolis in any form or used or intended for use in the manufacture in the metropolis of any article or commodity other than butter or cheese.

" B "—This column refers only to milk sold to dairymen (other than milk shops) or prescribed charitable institutions. (List to be supplied on back hereof.) Quantities sold to milk shops must be included in column " A ."

[SEE OVER.

PARTICULARS OF SALE OR DISTRIBUTION TO DAIRYMEN (OTHER THAN MILK SHOPS) OR PRESCRIBED CHARITABLE INSTITUTIONS.

(All quantities to be shown in gallons.)

Name of Dairymen or Institution Supplied.	Address.	Quantities (Gallons).			
		Bulk.	Price.	Bottled.	Price.
	TOTALS ..				

PARTICULARS OF SALE FOR DISTRIBUTION TO MILK SHOPS.

Name of Owner of Milk Shop Supplied.	Address.	Quantities (Gallons).			
		Bottled.	Price.	Bulk.	Price.
	TOTALS ..				

I declare that the above particulars and information are true and correct in every particular.

I enclose Cheque
Money Order for the sum of _____ being contributions
Postal Note
Stamps
payable to the Milk Board.

Date _____

Signature _____

This Return must be forwarded to the Secretary, Milk Board, 61 Spring-street, Melbourne, C.I, within fourteen days after the end of each month.

Milk Board Acts.
SCHEDULE XIII.

Surname (in BLOCK letters) (initials)

Address

RETURN BY AN OWNER OF A DAIRY FARM WHO AS A DAIRYMAN SELLS OR DISTRIBUTES MILK IN THE METROPOLIS OF MILK PRODUCED AND PURCHASED FOR SALE AND DISTRIBUTION IN THE METROPOLIS AND MILK SOLD OR DISTRIBUTED IN THE METROPOLIS DURING THE CALENDAR MONTH OF 19 .

For office use only.

Distribution	gallons.	Amount received—
Contribution due		Cash
		Cheque
		By Money Order
		Postal Note
Balance <i>Dr./Cr.</i>		Stamps
		Date credited

PARTICULARS OF MILK PRODUCED AND PURCHASED FOR SALE OR DISTRIBUTION IN THE METROPOLIS.

(All quantities for the full calendar month to be shown in gallons.)

Source of Supply.	Quantity (Gallons).		Price Paid per Gallon.	Transport Particulars.		Contract Daily Quantity (<i>vide</i> Milk Board Contract).
	Untreated.	Treated.		Name of Carrier.	Rate per Gallon.	
Average number of cows milked per day— Own herd production.						
<i>Purchases.</i>						
Name and Address of Supplier(s).						
Total						

Particulars of Quantities of Milk Sold or Distributed in the Metropolis.		Balance of Milk.		Total of Columns "A," "B," "C."	"D" Contribution Payable to the Milk Board in Respect of Quantity Shown in Column "A."
"A" (See Note). Quantity Sold or Distributed (Excluding Quantity Shown in Column "B").	"B" (See Note). Quantity Sold or Distributed to Dairymen (other than Milk Shops) and to Prescribed Charitable Institutions (as per details on back hereof).	"C."			
		Quantity.	How Disposed of.		
			Separated for sale of butter-fat to butter or cheese factory		
			Home use ..		
			Wastage, &c.		
			Total ..		

NOTE.—"A"—Sale or distribution includes milk consumed or 'intended' for consumption in the metropolis in any form or used or intended for use in the manufacture in the metropolis of any article or commodity other than butter or cheese.

"B"—Milk sold or distributed to dairymen (other than milk shops) or to prescribed charitable institutions is not subject to contribution to the Milk Board. Quantities sold to Milk Shops must be included in Column "A."

PARTICULARS OF SALE OR DISTRIBUTION TO DAIRYMEN (OTHER THAN MILK SHOPS)
OR PRESCRIBED CHARITABLE INSTITUTIONS.

(All quantities to be shown in gallons.)

Name of Dairymen or Institution Supplied.	Address.	Quantities (Gallons).			
		Bulk.	Price.	Bottled.	Price.
TOTALS ..					

PARTICULARS OF SALE OR DISTRIBUTION TO MILK SHOPS.

Name of Owner of Milk Shop Supplied.	Address.	Quantities (Gallons).			
		Bottled.	Price.	Bulk.	Price.
TOTALS ..					

I declare that the above particulars and information are true and correct in every particular.

I enclose Cheque
 Money Order for the sum of _____ being contributions
 Postal Note
 Stamps
payable to the Milk Board.

Date _____

Signature _____

This Return must be forwarded to the Secretary, Milk Board, 61 Spring-street, Melbourne, C.1, within fourteen days after the end of each month.

Name of Depot _____

(In Block letters)

Milk Board Acts.

SCHEDULE XIV.

RETURN BY OWNER OF A MILK DEPOT OF MILK SOLD OR DISTRIBUTED TO ANY PERSON IN THE METROPOLIS OTHER THAN A DAIRYMAN OR PRESCRIBED CHARITABLE INSTITUTION DURING THE CALENDAR MONTH OF _____ 19 _____

FOR OFFICE USE ONLY.

		Amount received—
Distribution	gallons	Cash
		Cheque
Contribution due		By Money Order
		Postal Note
Balance Dr./Cr.		Stamps
		Date credited

PARTICULARS OF MILK SOLD OR DISTRIBUTED.

" A "	" B "
Quantity sold or distributed. (gallons).	Contribution payable to the Milk Board in respect of quantity shown in Column " A ".

NOTE.—" A "—Sale or distribution includes milk consumed or intended for consumption in the metropolis in any form or used or intended for use in the manufacture in the metropolis of any article or commodity other than butter or cheese.

I, _____ owner
being the manager
secretary
of the _____ milk depot declare that the above
particulars are true and correct in every particular
I enclose _____
Money Order for the sum of _____ being
Postal Note
contributions payable to the Milk Board.

Date _____ Signature _____
(This Return must be forwarded to The Secretary, Milk Board, 61 Spring-street,
Melbourne, C.I. within fourteen days after the end of each month.)

Milk Board Acts.

SCHEDULE XV.—REGULATIONS.

RETURN OF MILK PURCHASED AND MILK SOLD AT
MILK DEPOT FOR THE CALENDAR MONTH OF _____ 19

Name of Owner of Milk Depot _____
Location of Milk Depot _____

(Quantities to be stated in gallons.)	Office use only.
1. Total quantity of milk received at depot during calendar month of _____ 19	
2. Total quantity of milk purchased for sale or distribution in the metropolis	
3. Total quantity of milk forwarded for sale or distribution in the metropolis	
4. Number of dairy farmers supplying milk to depot— (a) Under Milk Board Contracts (b) Not under Milk Board Contracts	
5. Number of metropolitan purchasers of milk from depot— (a) Dairymen (b) Persons other than dairymen	
6. Transport— Number of milk carriers engaged by depot management— (a) Transporting milk from farm to depot (b) Transporting milk from depot to metropolis	
7. Cartage deductions— (a) Farm to depot (rate per gallon) (b) Depot to metropolis (rate per gallon)	
8. Price paid for surplus milk	

PARTICULARS RELATING TO DAIRY FARMERS SUPPLYING MILK TO DEPOT UNDER CONTRACTS.

Names of Farmers.	Address of Farmers.	*Month.		Office Use Only.	Names of Farmers.	Address of Farmers.	*Month.		Office Use Only.
		Quantity of Milk Received at Depot.	Quantity Forwarded to Metropolis.				Quantity of Milk Received at Depot.	Quantity Forwarded to Metropolis.	
		lb.	gallons.				lb.	gallons.	

* Period must not exceed 31 days.

PARTICULARS RELATIVE TO MILK SOLD OR DISTRIBUTED IN THE METROPOLIS BY THE
OWNER OF THE MILK DEPOT DURING THE CALENDAR MONTH OF
19

Purchaser.		Quantity of Milk Supplied by Depot.	Price Paid by Purchaser for Milk Delivered in the Metropolis.	Name of Milk Carrier. Depot to Purchaser.	Cartage Rate.
Name.	Address.				
		in gallons.	at per gallon.		per gallon.

DECLARATION.

I, _____, _____
 being the ^{*Owner} ~~Manager~~ ^{*Secretary}
 of the _____ Milk Depot, hereby declare that this return is
 a complete record of the milk purchased and sold for sale or distribution in the
 metropolis

Signature

Date

* Cross out words which are inapplicable.

Name

(Block letters)

(Initials)

Milk Board Acts.

SCHEDULE IV.—REGULATIONS.

RETURN OF MILK SOLD TO A DAIRYMAN WHO SELLS OR
DISTRIBUTES MILK IN THE METROPOLIS.

Calendar Month of

19

Name and Address of Dairyman Supplied.	Contract Daily Quantity (Gallons).	Name and Address of Milk Carrier.	Cartage Rate per Gallon.

Daily Record of Milk Supplied.

Date.	Quantity Quarts.
1st ..	
2nd ..	
3rd ..	
4th ..	
5th ..	
6th ..	
7th ..	
8th ..	
9th ..	
10th ..	
11th ..	
12th ..	
13th ..	
14th ..	
15th ..	
16th ..	
17th ..	
18th ..	
19th ..	
20th ..	
21st ..	
22nd ..	
23rd ..	
24th ..	
25th ..	
26th ..	
27th ..	
28th ..	
29th ..	
30th ..	
31st ..	
Total Quarts	
Total Gallons	

STATEMENT OF MILK ACCOUNT WITH ABOVE DAIRYMAN.

	£	s.	d.		£	s.	d.
Sales during current month as per this return—				Amount received by			
gallons at per gallon				Cheque ..			
				Cash ..			
Amount outstanding (if any) for milk supplied prior to this current month				Transport charges deducted by dairyman (if any) ..			
				Balance outstanding at end of current month ..			
Total amount due				Total ..			

I, _____ of _____ hereby declare that the particulars supplied herein are true and correct and that the price received by me for milk supplied to the above dairyman was not less than the appropriate price determined by the Milk Board and applicable to such milk.

Date

Signature

This return must be forwarded within fourteen days after the end of the month to the Secretary, Milk Board, 61 Spring-street, Melbourne C.1.

Name
(in Block letters)

Milk Board Acts.

SCHEDULE XVII.—REGULATIONS.

MILK CARRIER'S RETURN.

PARTICULARS OF MILK FOR SALE OR DISTRIBUTION IN THE METROPOLIS TRANSPORTED
BY _____ OF _____
FOR THE CALENDAR MONTH OF _____ 19 .

Name and Address of Supplier.	Name and Address of Contract Purchaser.	Quantity Transported from Supplier to Contract Purchaser. gallons.	Rate Charged per Gallon.	Surplus or Accommodation MILK.		
				Name and Address of Purchaser.	Quantity Transported gallons.	Total Transported as per Consignment Label. gallons.

DECLARATION.

I, _____ of _____, hereby declare that the particulars supplied in this return are true and correct in every particular and set out completely the total quantities of milk transported by me during the month of _____ 19 .
Date _____ Signature _____

Milk Board Acts.

SCHEDULE XVIII.—REGULATIONS.

MILK PURCHASE BOOK.

RECORD OF MILK PURCHASED DURING THE MONTH OF _____ 19 .

Date.		Daily Purchases (Quarts).		From Whom Purchased.		Contract Daily Quantity.		
		A.M.	P.M.	Name—	Address—	Gallons.		
1				Total purchases for period 1st to 14th _____		£	s.	d.
2				quarts = _____ gallons @ _____ per gallon ..				
3				Less cartage deduction (if any) @ _____ per gallon ..				
4				Net amount due				
5				Amount outstanding at commencement of period ..				
6				Gross amount due				
7				Payment made by Cheque on _____				
8				Cash				
9				Balance due				
10				Total				
15				Total purchases for period 15th to end of month ..				
16				_____ quarts = _____ gallons @ _____				
17				per gallon				
18				Less cartage deduction (if any) @ _____ per gallon ..				
19				Net amount due				
20				Amount outstanding at commencement of period ..				
21				Gross amount due				
22				Payment made by Cheque on _____				
23				Cash				
24				Balance due				
25				Total				

Total purchases for month— _____ gallons.

Signature of Dairyman _____

Milk Board Acts.
SCHEDULE XIX.—REGULATIONS.
MILK SALES BOOK.

Particulars to be recorded—

Retail Sales or Distribution.

- (a) Name and address of each person to whom milk is sold or distributed by delivery.
- (b) Daily quantity of milk sold or distributed to each person by delivery, including cash sales.
- (c) Daily quantity of milk sold or distributed at dairy premises.
- (d) Total daily quantity of milk sold or distributed by retail.

Sales other than Sales by Retail.

- (e) Name and address of—
 - (i) dairyman,
 - (ii) prescribed charitable institution,
 - (iii) any other person to whom milk is sold other than by retail (that is, in quantities exceeding two gallons to any person on any day).
- (f) Daily quantity of milk sold to any person in bottles and in bulk and the respective prices charged for same.
- (g) Total daily quantity of milk sold in bottles and in bulk.

Milk Board Acts.
SCHEDULE XX.—REGULATIONS.
MILK SALES BOOK.

RECORD OF MILK SOLD TO A DAIRYMAN WHO SELLS OR
DISTRIBUTES MILK IN THE METROPOLIS.

Calendar month of _____ 194

Name and Address of Dairyman Supplied.	Contract Daily Quantity (Gallons).	Name and Address of Milk Carrier.	Cartage Rate per Gallon.

DAILY RECORD OF MILK SUPPLIED.

Date.	Quantity Quarts.			Date.	Quantity Quarts.			Date.	Quantity Quarts.		
	A.M.	P.M.	Daily Total.		A.M.	P.M.	Daily Total.		A.M.	P.M.	Daily Total.
1st				12th				23rd			
2nd				13th				24th			
3rd				14th				25th			
4th				15th				26th			
5th				16th				27th			
6th				17th				28th			
7th				18th				29th			
8th				19th				30th			
9th				20th				31st			
10th				21st				Total quarts			
11th				22nd				Total gallons			

STATEMENT OF MILK ACCOUNT WITH ABOVE DAIRYMAN.

Milk Sales.	£	s.	d.	Payment Received during Current Month.	£	s.	d.
Sales during current month as shown above at per gallon				Amount received by—			
				Cheque			
				Cash			
Amount outstanding (if any) for milk supplied prior to this current month				Transport charges deducted by dairyman (if any) ..			
				Balance outstanding at end of current month			
Total amount due				Total			

Signature

Milk Board Acts.

SCHEDULE XXI.

APPEAL UNDER SECTION 25 OF THE MILK BOARD ACT 1933 AS
AMENDED BY SECTION 12 OF THE MILK BOARD ACT 1939.

Name of Appellant

Address

Date of failure or refusal by Board

Subject matter of failure or refusal

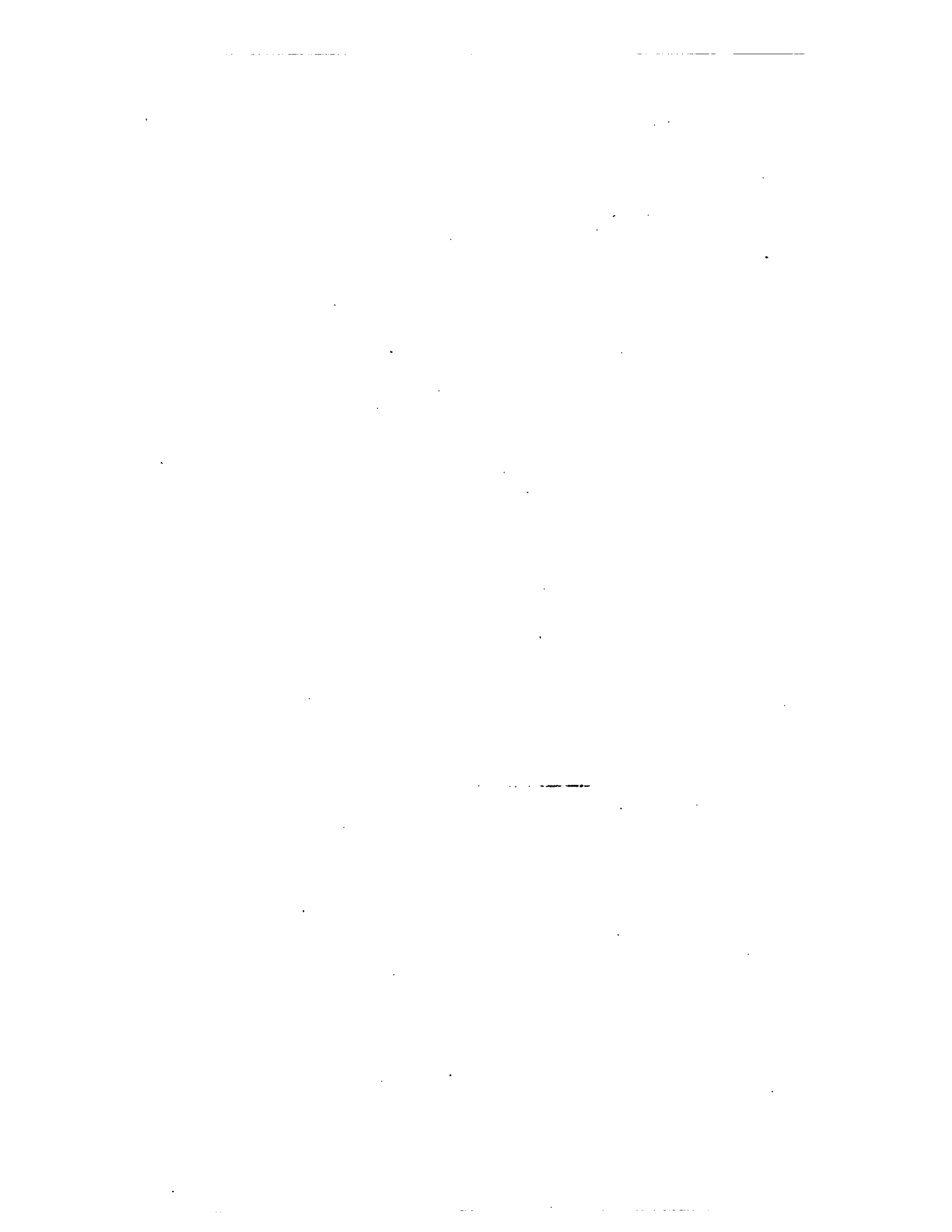
Grounds of Appeal

Signature

Date

And the Honorable William George McKenzie, His Majesty's
Minister of Agriculture for the State of Victoria, shall give the necessary
directions herein accordingly.

C. W. KINSMAN,
Clerk of the Executive Council.



[1973]



VICTORIA
GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 218]

THURSDAY, MARCH 27.

[1947

APPOINTMENT OF ROYAL COMMISSION TO INQUIRE INTO AND REPORT UPON CERTAIN
MATTERS IN RELATION TO THE PRODUCTION AND SUPPLY OF ELECTRICITY BY
AUTHORITIES EXISTING IN VICTORIA.

HIS Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth by an Order made on the 27th day of March, 1947, hereby appoint—

LEONARD EDWARD BISHOP STRETTON, Esquire, one of His Majesty's Judges of County Courts;

HUGH THOMAS MOFFITT ANGWIN, Esquire; and

BALFOUR STAINES WOODFULL, Esquire;

to be a Royal Commission—

(a) To inquire into and report upon the following matters in their relation to the production and supply of electricity by the authorities existing in the State of Victoria:—

1. Whether the existing means and methods of production and supply are sufficient to provide adequate supplies of electricity to meet all immediate and future requirements of consumers of electricity.
2. Whether, having regard to its structure, organization, and constitution, the existing State Electricity Commission of Victoria is efficient—
 - (i) to provide adequate supplies of electricity to meet all immediate and future requirements of consumers of electricity;
 - (ii) to develop the production and supply of electricity in such a way as will serve the best interests of the State, having regard to both the urban and rural development of the State.

(b) To make such recommendations upon the foregoing and cognate matters as to the Commissioners shall seem appropriate.

At the Executive Council Chamber,
Melbourne, the 27th March, 1947.

C. W. KINSMAN,
Clerk of the Executive Council.

By Authority: J. J. GOURLEY, Government Printer, Melbourne.

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[1975]



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No. 219]

THURSDAY, MARCH 27.

[1947

Factories and Shops Acts.

DETERMINATION OF THE OVENMAKERS BOARD.

NOTE.—Since the 2nd July, 1946, this Determination has applied to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts the Wages Board which since the 19th October, 1936, has had the power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons (other than moulders) wheresoever employed:—

- (a) in the process, trade, or business of a maker of ovens, stoves, or ranges, or parts thereof;
 - (b) in the process, trade, or business of vitreous enamelling ovens, stoves, or ranges, or parts thereof—
- has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 1st December, 1946, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. WAGES PER WEEK OF 44 HOURS.

	Within the Metropolitan District and such Portions of the City of Sandringham as are not included within the said District; the Cities of Geelong, Geelong West, and the Town of Newtown and Chilwell, and the City of Warrnambool.	Other Parts of Victoria.
	s. d.	s. d.
STOVEMAKING SECTION.		
Fitter making, repairing, assembling, re-assembling, setting, installing (other than electrical installation) or testing fuel cooking stoves, ovens, gas or electric stoves—		
Up to 3 ft. 6 in. in width	123 0	120 0
Between 3 ft. 6 in. and 5 feet in width	126 0	123 0
Fitter making, repairing, setting or installing (other than electrical installation) gas or electric stoves or other cooking or heating appliances over 5 feet in width by jobbing methods	137 0	134 0
Fitter mainly engaged on sheet metal work and sheet metal workers preparing material for assembling	126 0	123 0
Tester not engaged as fitter	115 0	112 0
Pattern and moulding box fitter and filer	126 0	123 0
Painter, brush	116 0	113 0
Painter, spray	119 0	116 0
Press operator	117 0	114 0
Other power machinist	114 0	111 0
Polisher and grinder	123 0	120 0
Stove blacksmith	120 0	117 0
Electroplater in charge	130 0	127 0
Electroplater's assistant	118 0	115 0
Labourer delivering material to and taking finished articles from fitters	112 0	109 0
Stove blacksmith's striker	115 0	112 0
Labourer directly assisting workmen whose margins exceed 15s. per week	118 0	115 0
All others	109 0	106 0

WAGES PER WEEK OF 44 HOURS—*continued.*

	Within the Metropolitan District and such Portions of the City of Sandringham as are not included within the said District; the Cities of Geelong, Geelong West, and the Town of Newtown and Chilwell, and the City of Warrnambool.	Other Parts of Victoria.
PORCELAIN ENAMELLING SECTION.		
Fuser	127 0	124 0
Fuser's assistant	118 0	115 0
Mill hand and mixer	118 0	115 0
Sprayer	119 0	116 0
Shot and sand-blast dresser	124 0	121 0
Other dresser	119 0	116 0
Swiller, gripper, and brusher	115 0	112 0
Pickler	115 0	112 0
Rackman	113 0	110 0
All others	109 0	106 0

3. JUNIOR MALE AND FEMALE LABOUR.

	Adjustable Wage.	Loading (constant).	Total Wage Weekly Earning.
	s. d.	s. d.	s. d.
Junior Males—			
Under 16 years of age	16 6	0 6	17 0
16 and under 17 years of age	34 3	0 9	35 0
17 and under 18 years of age	60 6	1 0	61 6
18 and under 19 years of age	75 3	2 0	77 3
19 and under 21 years of age	90 9	2 6	93 3
Adult Females—			
If of less than twelve months' experience	63 0	3 0	66 0
Of twelve months' experience or more	72 0	3 0	75 0
Junior Females—			
1st year's experience	13 6	0 6	14 0
2nd year's experience	18 0	0 9	18 9
3rd year's experience	38 0	1 0	39 0
4th year's experience	47 6	1 3	48 9
5th year's experience	54 6	1 6	56 0
Thereafter until reaching 21 years	60 6	2 0	62 6

Females and unapprenticed male juniors may be employed on piece-work subject to clause 17 hereof. The wages of females and juniors in receipt of 20s. per week or more shall be adjusted proportionately to adjustments of the needs basic wage in terms of clause 24 hereof, such adjustments to be made to the nearest 3d., half or less than half of 3d. to be disregarded.

SPECIAL RATES.

4. In addition to the wages prescribed in clauses 2 and 3 hereof, the following special rates and allowances shall be paid:—

- (a) Leading hands in charge of not less than three and not more than ten employees, including apprentices, 6s. per week extra; more than ten and not more than twenty employees, including apprentices, 12s. per week extra; more than twenty employees, including apprentices, 18s. per week extra.
- (b) Working in wet places, 1½d. per hour extra. Working in confined spaces, 3d. per hour extra.
- (c) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes rest after every two hours work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (d) Dirty work, i.e., work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.
- (e) Compensation to the extent of damage sustained shall be made for work in which clothing or tools are damaged or destroyed by the use of acids.
- (f) Where more than one of the disabilities entitling a workman to extra rates exist on the same job, the employer shall be bound to pay only one rate, viz., the highest for the disabilities so prevailing.

HOURS OF EMPLOYMENT.

Day Workers.

5. (a) Subject to the exceptions hereinafter provided the ordinary hours of work shall be 44 per week to be worked in five days of 8 hours (Monday to Friday inclusive) and one day (Saturday) of 4 hours; or five days (Monday to Friday inclusive) of 8 hours 48 minutes each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

Five-Days Week.

- (b) In any case in which the ordinary week's work of 44 hours can be performed in five days as aforesaid without—
 - (i) detriment to the public interest;
 - (ii) loss in the value of goods handled or to be handled;
 - (iii) reducing the efficiency of production; or
 - (iv) reducing the efficacy of the necessary service.

the employer shall on or before the 1st July, 1946, allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant and it is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the work of overtime on Saturday.

OVERTIME.

6. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour, whichever is the higher. Except as provided in sub-clause (b) hereof in computing overtime each day's work shall stand alone.

Rest Period After Overtime.

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) 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 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight 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 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Call Back.

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) hereof where the actual time worked is less than three hours on such recall or on each of such recalls.

Saturday Work—Five-days Week.

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

Standing By.

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is to hold himself in readiness.

Meal Hours—General.

(f) For work done during meal hours and thereafter until a meal-hour break is allowed, time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

Meal Hours—Maintenance Employees.

(g) Subject to the provisions of the second part of sub-clause (f) hereof an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

Crib Time.

(h) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

Tea Money.

(i) An employee required to work overtime for more than two 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 2s and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

Transport of Employees.

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work, at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home or pay him his current wage for the time reasonably occupied in reaching his home.

SHIFT WORK.

7. (a) For the purpose of this clause—

"Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

Hours—Continuous Work Shifts.

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 176 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require—

- (i) a shift shall consist of 8 hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

Hours—Other Than Continuous Work.

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such workers shall not exceed—

- (i) 44 in any week to be worked in five shifts of 8 hours 48 minutes on Monday to Friday inclusive, or five shifts of 8 hours and one shift (Saturday) of four hours; or
- (ii) 88 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week; or
- (iii) 132 in 21 consecutive days, in which case an employee shall not, without payment of overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously, except for meal breaks, at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

Rosters.

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

Variation by Agreement.

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

Afternoon or Night Shifts.

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid $7\frac{1}{2}$ per cent more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

Overtime.

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in such case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 13 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

Sundays and Holidays.

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 8 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Junior and Female Employees.

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

HOLIDAYS AND SUNDAY WORK.

8. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty:

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day, work done on Sundays and holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty, be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

ANNUAL LEAVE.*Period of Leave.*

9. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

Seven-day Shift Workers.

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 8 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

Broken Leave.

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

Calculation of Continuous Service.

(e) For the purpose of this clause service shall be deemed to be continuous notwithstanding—

(i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

(ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

(iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 7½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

Calculation of Month.

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

Leave to be Taken.

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

Time of Taking Leave.

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

Leave Allowed Before Due Date.

(j) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 8 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) hereof either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2 and 3, of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed month of continuous service before the 1st January, 1946, and for 7½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

SHOP STEWARDS.

10. Any employee appointed shop steward in the shop or department in which he is employed shall upon notification thereof to his employer, be recognised as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

RIGHT OF ENTRY OF UNION OFFICIALS.

11. A duly accredited representative of the Association shall have the right to enter employers' workshops during the midday meal hour for the purpose of interviewing employees on legitimate union business on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.
- (ii) That he interviews employees only at the places where they are taking their meal.
- (iii) That not more than one representative in all be in any workshop at any one time.
- (iv) That no one representative visit a workshop more than once in each week.
- (v) That if any employer alleges that a representative is unduly interfering with his workshop or is creating disaffection amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.
- (vi) The official making such inspection shall be entitled to take a copy of entries in a time and wages book relating to the suspected breach of the Determination.

*TRAVELLING TIME, ALLOWANCE AND BOARD.**Travelling and Board.*

12. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

(b) An employee—

- (i) engaged in one locality to work in another; or
- (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means—

- (i) All fares reasonably incurred.
For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.
- (ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.
- (iii) A reasonable allowance to cover the cost incurred for board and lodging.

CONTRACT OF EMPLOYMENT.

13. (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall except as provided by clause 14 hereof lose his pay for the actual time for such non-attendance.

Casual Employment.

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs.

Late Comers.

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

SICK LEAVE.

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 44 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

Single day absences.

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

Cumulative Sick Leave.

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

Attendance at Hospital &c.

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (nor exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

(e) For the purpose of this clause "year" means the period between the 1st day of May in each year and the next 30th day of April.

PAYMENT OF WAGES.

15. (a) Wages shall be paid weekly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

TIME AND WAGES BOOK.

16. Each employer shall keep a time and wages book showing the name of each employee and his occupation, and the hours worked each day and the wages and allowances paid each week.

The time occupied by an employee in filling in any time books or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or end of duty.

The time and wages book shall be open for inspection at the employer's office or other convenient place to a duly accredited official of the Association during the usual office hours. Provided that no inspection shall be demanded unless the Secretary of the Association or the district secretary or organizer of any division of the Association suspects that a breach of this Determination has been or is being committed. Provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment. The officer making such inspection shall be entitled to take a copy of the entry in the time and wages book relating to such suspected breach of this Determination.

PAYMENT BY RESULTS.

17. (a) Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent. in excess of their hourly or weekly rates.

(b) Any increases in prevailing daily and hourly wages resulting from this Determination shall not of themselves compel any increase in piecework rates during the term of this Determination. If in a factory piecework is extended to processes now done on weekly or hourly rates sub-clause (a) hereof shall apply.

*MISCELLANEOUS.**Accommodation and Conveniences.**Boiling Water.*

18. (a) (i) Employers shall provide boiling water for employees at meal times.

Drinking Water.

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubblers, taps, or other suitable drinking fountains.

First-Aid Outfit.

(iii) In each workshop, and other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution	1 bottle
Bandages, cotton, and gauze	1 dozen assorted sizes
Castor oil	2 oz.
Iodine, tincture of	2 oz.
Manual, first-aid	1
Petrolatum, carbolized	1 jar
Picric acid solution, made according to the following recipe or prescription :— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol and 2 pints of distilled water	1 pint
Pins, safety	1 packet
Sal volatile	6 oz.
Scissors	1 pair
Tourniquet	1
Tweezers	1 pair
Cotton, absorbent	} An adequate assortment
Gauze, sterilized, plain	
Lint, absorbent	
Plaster, adhesive	

Lockers.

(iv) The employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

Showers.

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

Washing and Sanitary Conveniences.

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools**Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

Gloves.

(ii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled, within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Wages Board.

Goggles.

(iii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Protective Clothing—Galvanizing, &c.

(iv) Employers shall provide suitable protective aprons, rubber gloves, and rubber boot or clogs, to employees engaged in the manual handling of materials over hot galvanizing or tinning pots or pickling or plating baths.

Protective Equipment—Welding.

(v) Where necessary employers shall provide electric arc and oxy-acetylene operators and their assistants with the following equipment—

(a) Suitable asbestos sheets.

(b) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with sideshields).

(c) Anti-flash goggles.

(d) Aprons, leather sleeves and leggings (or overalls of flame-proof material) and gauntlet gloves; and

(e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

Tools.

(vi) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metal. The employee shall replace or pay for any tools so provided if lost through his negligence.

Dressing Castings.

(c) Where practicable, the dressing and rumberling of castings shall not be carried out in close proximity to employees not doing that work.

Hand-rivetting.

(d) Hand-rivetting on rivets $\frac{3}{8}$ -inch diameter and upwards shall be performed double handed.

Ladles.

(e) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety-worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety-worm gear.

(ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed:—
Single-handled ladles—60 lb., including the weight of the ladle.
Other ladles— $\frac{3}{4}$ cwt. per man.

(iii) Where molten metal is carried by hand, a clear passageway not less than 2 ft. 6 in. wide shall be made.

Females—Rest Period.

(f) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.
When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

Ventilation.

(g) (i) While any work is being carried on in any confined or enclosed space in which—

(a) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(b) the atmosphere may otherwise become vitiated;

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

(ii) Employers shall provide adequate ventilation in workshops where tinning or galvanizing and pickling is carried on, and in workshops where fusing or wet enamel is carried on, facilities for the free circulation of air. Any dispute under this sub-clause shall, be referred to the Wages Board.

DEFINITIONS.

19. (a) "Wet place" means a place in which water is continually dripping from overhead to such an extent as to saturate clothing of a workman, or a place where water accumulates underfoot to a depth exceeding 2 inches.

(b) "Confined space" means a working place, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(c) "Association" or "Union" means The Federated Agricultural Implement Machinery and Ironworkers' Association of Australia.

NOTICE BOARD.

20. An employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, and representatives of the Association shall be permitted to post notices of Association meetings upon such board.

POSTING DETERMINATION.

21. A copy of the Determination relating to work carried on in the establishment shall be kept posted in a prominent position by the employer.

MIXED FUNCTIONS.

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

EXTRA RATES NOT CUMULATIVE.

23. Extra rates prescribed in this Determination are not cumulative so as to exceed the maximum of double the ordinary rates.

PERIODICAL ADJUSTMENT OF WAGES.

24. The wages rates set out in clause 2 are based upon the following basic wage rates for adult males and, pursuant to the provisions of section 21 of the *Factories and Shops Act* 1934, shall be automatically adjusted as prescribed in clause 25. Wages of females and juniors in receipt of 20s. or more per week shall be adjusted proportionately to adjustments of the needs basic wage, such adjustment to be made to the nearest 3d., half or less than half of 3d. to be disregarded.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	Per week. £ s. d.	Per week. s. d.	Per week. £ s. d.	
Within the Metropolitan District and such portions of the City of Sandringham as are not included within the said district; the Cities of Geelong, Geelong West and the Town of Newtown and Chilwell and the City of Warrambool Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.	5 0 0	6 0	5 6 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

25. (a) For the purposes of this Determination the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1947, the amounts of the Basic Wage shall be as prescribed in clause 24.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

In addition to the basic wage prescribed by clause 24, any adult employee of a classification specified hereunder shall be paid the margin and loading hereinafter assigned to that classification, and such loading shall be deemed to be part of his ordinary rate of wage for all purposes of this Determination :—

Classification.	Margin.	Loading.
<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
STOVEMAKING SECTION.		
Fitter making, repairing, assembling, re-assembling, setting, installing (other than electrical installation) or testing fuel cooking stoves, ovens, gas or electric stoves—		
Up to 3 ft. 6 in. in width	14 0	3 0
Between 3 ft. 6 in. and 5 feet in width	17 0	3 0
Fitter making, repairing, setting or installing (other than electrical installation) gas or electric stoves or other cooking or heating appliances over 5 feet in width by jobbing methods	27 0	4 0
Fitter mainly engaged on sheet metal work and sheet metal workers preparing material for assembling	17 0	3 0
Tester not engaged as fitter	6 0	3 0
Pattern and moulding box fitter and hiker	17 0	3 0
Painter, brush	7 0	3 0
Painter, spray	10 0	3 0
Press operator	8 0	3 0
Other power machinist	5 0	3 0
Polisher and grinder	14 0	3 0
Stove blacksmith	11 0	3 0
Electroplater in charge	20 0	4 0
Electroplater's assistant	9 0	3 0
Labourer delivering material to and taking finished articles from fitters	3 0	3 0
Stove blacksmith's striker	6 0	3 0
Labourer directly assisting workmen whose margins exceed 15s. per week	9 0	3 0
All others	NR	3 0
PORCELAIN ENAMELLING SECTION.		
Fuser	18 0	3 0
Fuser's assistant	9 0	3 0
Mill hand and mixer	9 0	3 0
Sprayer	10 0	3 0
Shot and sand-blast dresser	15 0	3 0
Other dresser	10 0	3 0
Swiller, gripper, and brusher	6 0	3 0
Pickler	6 0	3 0
Rackman	4 0	3 0
All others	Nil	3 0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 8th January, 1947.

[1935]



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THURSDAY, MARCH 27.

[1947

Factories and Shops Acts.

DETERMINATION OF THE BEDSTEADMAKERS BOARD.

NOTE.—Since the 2nd July, 1946, this Determination has applied to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons (including the moulders of bedsteads and excluding the moulders of fenders) employed in the process, trade, or business of a maker of metal bedsteads or fenders, or parts thereof," has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 1st December, 1946, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.	Wages per week of 44 hours.	
	Within the Metropolitan District and such portions of the City of Sandringham as are not included within the said district: the Cities of Geelong, Geelong West and the Town of Newtown and Chilwell and the City of Warrnambool.	Other Parts of Victoria where the Determination applies.
	<i>s. d.</i>	<i>s. d.</i>
Bedstead smith	120 0	117 0
Chill fitter called on to design and model	133 0	130 0
Other chill fitter	120 0	117 0
Machinist	117 0	114 0
Plater in charge	130 0	127 0
Plater's assistant	118 0	115 0
Polisher and grinder	119 0	116 0
Chipper and caster	116 0	113 0
Bedstead fitter and moulder	120 0	117 0
Employee engaged cutting, binding, straightening, drilling or squaring up parts of bedsteads and frame setter	119 0	116 0
Japanner and lacquerer	117 0	114 0
All others	109 0	106 0

SPECIAL RATES.

3. In addition to the wages prescribed in clause 2 hereof the following special rates and allowances shall be paid:—

- (a) Leading hands in charge of not less than three and not more than ten employees, including apprentices, 6s. per week extra; more than ten and not more than twenty employees, including apprentices, 12s. per week extra; more than twenty employees, including apprentices, 18s. per week extra.
- (b) Working in wet places, 1½d. per hour extra. Working in confined spaces, 3d. per hour extra.
- (c) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (d) Dirty work, i.e., work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.
- (e) Compensation to the extent of the damage sustained shall be made for work in which clothing or tools are damaged or destroyed by the use of acids.
- (f) Where more than one of the disabilities entitling a workman to extra rates exist on the same job, the employer shall be bound to pay only one rate, viz., the highest for the disabilities so prevailing.

4. JUNIOR MALE AND FEMALE LABOUR.

The following scale of wages shall apply to unapprenticed male junior labour and to female labour;—

	Adjustable	Loading	Total Wage.
	Wage.	(Constant).	
	s. d.	s. d.	s. d.
(a) Junior Males.			
Under 16 years of age	16 6	0 6	17 0
16 and under 17 years of age	34 3	0 9	35 0
17 " " 18 " " " "	60 6	1 0	61 6
18 " " 19 " " " "	75 3	2 0	77 3
19 " " 21 " " " "	90 9	2 6	93 3
(b) Adult Females.			
If of less than 12 months' experience	63 0	3 0	66 0
Of 12 months' experience or more	72 0	3 0	75 0
(c) Junior Females.			
1st year's experience	13 6	0 6	14 0
2nd " " " " " "	18 0	0 9	18 9
3rd " " " " " "	38 0	1 0	39 0
4th " " " " " "	47 6	1 3	48 9
5th " " " " " "	54 6	1 6	56 0
Thereafter until reaching the age of 21 years	60 6	2 0	62 6

Females and unapprenticed male juniors may be employed on piece-work subject to clause 15 hereof. The wages of females and juniors in receipt of 20s. per week or more shall be adjusted proportionately to adjustments of the needs basic wage in terms of clause 24 hereof, such adjustments to be made to the nearest 3d., half or less than half of 3d. to be disregarded.

HOURS OF EMPLOYMENT.

Day Workers.

5. (a) Subject to the exceptions hereinafter provided the ordinary hours of work shall be 44 per week to be worked in five days of 8 hours (Monday to Friday inclusive) and one day (Saturday) of 4 hours; or five days (Monday to Friday inclusive) of 8 hours 48 minutes each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

Five-Days Week.

(b) In any case in which the ordinary week's work of 44 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service.

the employer shall on or before the 1st July, 1946, allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant and it is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the work of overtime on Saturday.

OVERTIME.

6. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour, whichever is the higher.

Except as provided in sub-clause (b) hereof in computing overtime each day's work shall stand alone.

Rest Period After Overtime.

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) 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 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight 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 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Call Back.

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) hereof where the actual time worked is less than three hours on such recall or on each of such recalls.

Saturday Work—Five-days Week.

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

Standing By.

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

Meal Hours—General.

(f) For work done during meal hours and thereafter until a meal-hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

Meal Hours—Maintenance Employees.

(g) Subject to the provisions of the second part of sub-clause (f) hereof an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

Crib Time.

(h) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

Tea Money.

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall be either supplied with a meal by the employer or paid 2s and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

Transport of Employees.

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

SHIFT WORK.

7. (a) For the purpose of this clause—

“Afternoon shift” means any shift finishing after 6 p.m. and at or before midnight.

“Continuance work” means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.

“Night shift” means any shift finishing subsequent to midnight and at or before 8 a.m.

“Rostered shift” means a shift of which the employee concerned has had at least 48 hours' notice.

Hours—Continuous Work Shifts.

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

(i) 8 in any one day; or

(ii) 48 in any one week; or

(iii) 88 in 14 consecutive days; or

(iv) 176 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require—

(i) a shift shall consist of 8 hours, inclusive of crib time;

(ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;

(iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

Hours—Other Than Continuous Work.

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

(i) 44 in any week to be worked in five shifts of 8 hours 48 minutes on Monday to Friday inclusive, or five shifts of 8 hours and one shift (Saturday) of four hours; or

(ii) 88 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week; or

(iii) 132 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously, except for meal breaks, at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

Rosters.

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

Variation by Agreement.

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

Afternoon or Night Shifts.

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid $7\frac{1}{2}$ per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

(i) during a period of engagement on shift works night shift only; or

(ii) remains on night shift for a longer period than four consecutive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

Overtime.

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

(i) if employed on continuous work be paid at the rate of double time; or

(ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in such case when the time is worked—

(iii) by arrangement between the employees themselves;

(iv) for the purpose of effecting the customary rotation of shifts; or

(v) is due to the fact that the relief man does not come on duty at the proper time; or

(vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 13 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

Sundays and Holidays.

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 8 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Junior and Female Employees.

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

HOLIDAY AND SUNDAY WORK.

8. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty:

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day, work done on Sundays and holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty, be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

ANNUAL LEAVE.*Period of Leave.*

9. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

Seven-day Shift Workers.

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 8 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

Broken Leave.

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

Calculation of Continuous Service.

(e) For the purpose of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 7½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

Calculation of Month.

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

Leave to be Taken.

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

Time of Taking Leave.

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

Leave Allowed Before Due Date.

(j) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 8 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) hereof either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2 and 4 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for $3\frac{3}{4}$ hours in respect of each completed month of continuous service before the 1st January, 1946, and for $7\frac{1}{4}$ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof, also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

SHOP STEWARDS.

10. Any employee appointed shop steward in the shop or department in which he is employed shall upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

RIGHT OF ENTRY OF UNION OFFICIALS.

11. A duly accredited representative of the Association shall have the right to enter employers' workshops during the midday meal hour for the purposes of interviewing employees on legitimate union business on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.
- (ii) That he interviews employees only at the places where they are taking their meal.
- (iii) That not more than one representative in all be in any workshop at any one time.
- (iv) That no one representative visit a workshop more than once in each week.
- (v) That if any employer alleges that a representative is unduly interfering with his workshop or is creating disaffection amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.
- (vi) The official making such inspection shall be entitled to take a copy of entries in a time and wages book relating to the suspected breach of the Determination.

*TRAVELLING TIME, ALLOWANCE AND BOARD.**Travelling and Board.*

12. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

(b) An employee—

- (i) engaged in one locality to work in another; or
- (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means:—

(i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

(ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.

(iii) A reasonable allowance to cover the cost incurred for board and lodging.

CONTRACT OF EMPLOYMENT.

13. (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall except as provided by clause 14 hereof lose his pay for the actual time for such non-attendance.

Casual Employment.

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs.

Late Comers.

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

SICK LEAVE.

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 44 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

Single day absence.

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioners' opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

Cumulative Sick Leave.

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

Attendance at Hospital &c.

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (nor exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

(e) For the purpose of this clause "year" means the period between the 1st day of May in each year and the next 30th day of April.

PAYMENT OF WAGES.

15. (a) Wages shall be paid weekly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

TIME AND WAGES BOOK.

16. Each employer shall keep a time and wages book showing the name of each employee and his occupation, and the hours worked each day and the wages and allowances paid each week.

The time occupied by an employee in filling in any time books or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or end of duty.

The time and wages book shall be open for inspection at the employer's office or other convenient place to a duly accredited official of the Association during the usual office hours. Provided that no inspection shall be demanded unless the Secretary of the Association or the district secretary or organizer of any division of the Association suspects that a breach of this Determination has been or is being committed. Provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment. The officer making such inspection shall be entitled to take a copy of the entry in the time and wages book relating to such suspected breach of this Determination.

PAYMENT BY RESULTS.

17. (a) Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent. in excess of their hourly or weekly rates.

(b) Any increases in prevailing daily and hourly wages resulting from this Determination shall not of themselves compel any increase in piecework rates during the term of this Determination. If in a factory piecework is extended to processes now done on weekly or hourly rates sub-clause (a) hereof shall apply.

MISCELLANEOUS.

Accommodation and Conveniences.

Boiling Water.

18. (a) (i) Employers shall provide boiling water for employees at meal times.

Drinking Water.

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubblers, taps, or other suitable drinking fountains.

First-Aid Outfit.

(iii) In each workshop and other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution	1 bottle
Bandages, cotton, and gauze	1 dozen assorted sizes
Castor oil	2 oz.
Iodine, tincture of	2 oz.
Manual, first-aid	1
Petrolatum, carbolized	1 jar
Picric acid solution, made according to the following recipe or prescription:— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol and 2 pints of distilled water	1 pint
Pins, safety	1 packet
Sal volatile	6 oz.
Scissors	1 pair
Tourniquet	1
Tweezers	1 pair
Cotton, absorbent	} An adequate assortment
Gauze, sterilized, plain	
Lint, absorbent	
Plaster, adhesive	

Lockers.

(iv) The employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

Showers.

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

Washing and Sanitary Conveniences.

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

Clothing, Equipment and Tools.

Damage to Clothing and Tools.

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

Gloves.

(ii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled, within 24 hours, to ask for a decision on the workman's claim by the the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Wages Board.

Goggles.

(iii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Protective Clothing—Galvanizing, &c.

(iv) Employers shall provide suitable protective aprons, rubber gloves, and rubber boots or clogs, to employees engaged in the manual handling of materials over hot galvanizing or tinning pots or pickling or plating baths.

Protective Equipment—Welding.

(v) Where necessary employers shall provide electric arc and oxy acetylene operators and their assistants with the following equipment—

- (a) Suitable asbestos sheets,
- (b) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields),
- (c) Anti-flash goggles,
- (d) Aprons, leather sleeves and leggings (or overalls of flame-proof material) and gauntlet gloves; and
- (e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

Tools.

(vi) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metal. The employee shall replace or pay for any tools so provided if lost through his negligence.

Dressing Castings.

(c) Where practicable, the dressing and rumbering of castings shall not be carried out in close proximity to employees not doing that work.

Hand-rivetting.

(d) Hand-rivetting on rivets $\frac{1}{2}$ -inch diameter and upwards shall be performed double handed.

Ladles.

(e) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety-worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety-worm gear.

(ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed :—
Single-handed ladles—60 lb., including the weight of the ladle.
Other ladles— $\frac{1}{2}$ cwt. per man.

(iii) Where molten metal is carried by hand, a clear passageway not less than 2 ft. 6 in. wide shall be made.

Females—Rest Period.

(f) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

Ventilation.

(g) (i) While any work is being carried on in any confined or enclosed space in which—

(a) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(b) the atmosphere may otherwise become vitiated;

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

(ii) Employers shall provide adequate ventilation in workshops where tinning or galvanizing and pickling is carried on, and in workshops where fusing or wet enamel is carried on, facilities for the free circulation of air. Any dispute under this sub-clause shall be referred to the Wages Board.

DEFINITIONS.

19. (a) "Wet place" means a place in which water is continually dripping from overhead to such an extent as to saturate the clothing of a workman, or a place where water accumulates underfoot to a depth exceeding 2 inches.

(b) "Confined space" means a working place, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(c) "Association" or "Union" means The Federated Agricultural Implement Machinery and Ironworkers' Association of Australia.

NOTICE BOARD.

20. An employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, and representatives of the Association shall be permitted to post notices of Association meetings upon such board.

POSTING DETERMINATION.

21. A copy of the Determination relating to work carried on in the establishment shall be kept posted in a prominent position by the employer.

MIXED FUNCTIONS.

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

EXTRA RATES NOT CUMULATIVE.

23. Extra rates prescribed in this Determination are not cumulative so as to exceed the maximum of double the ordinary rates.

PERIODICAL ADJUSTMENT OF WAGES.

24. The wages rates set out in clause 2 are based upon the following basic wage rates for adult males and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, shall be automatically adjusted as prescribed in clause 25. Wages of females and juniors in receipt of 20s. or more per week shall be adjusted proportionately to adjustments of the needs basic wage, such adjustment to be made to the nearest 3d., half or less than half of 3d. to be disregarded.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	Per week. £ s. d.	Per week. s. d.	Per week. £ s. d.	
Within the Metropolitan District and such portions of the City of Sandringham as are not included within the said district; the Cities of Geelong, Geelong West and the Town of Newtown and Chilwell and the City of Warrnambool Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.	5 0 0	6 0	5 6 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

25. (a) For the purposes of this Determination the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1947, the amounts of the Basic Wage shall be as prescribed in clause 24.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

In addition to the basic wage prescribed by clause 24, any adult employee of a classification specified hereunder shall be paid the margin and loading hereinafter assigned to that classification, and such loading shall be deemed to be part of his ordinary rate of wage for all purposes of this Determination:—

Classification.	Margin.	Loading.
	s. d.	s. d.
Bedstead smith	11 0	3 0
Chill fitter called on to design and model	23 0	4 0
Other chill fitter	11 0	3 0
Machinist	8 0	3 0
Plater in charge	20 0	4 0
Plater's assistant	9 0	3 0
Polisher and grinder	10 0	3 0
Chipper and caster	7 0	3 0
Bedstead fitter and mounter	11 0	3 0
Employee engaged cutting, binding, straightening, drilling or squaring up parts of bedsteads and frame setter	10 0	3 0
Japanner and lacquerer	8 0	3 0
All others	Nil	3 0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 8th January, 1947.



VICTORIA GOVERNMENT GAZETTE.

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THURSDAY, MARCH 27.

[1947

Factories and Shops Acts.

DETERMINATION OF THE GAS METER BOARD.

NOTE.—This Determination since the 2nd July, 1946, has applied to the whole of the State of Victoria.

[N accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade, business, or occupation of making or repairing gas meters" has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 1st December, 1946, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. (a) **Until the beginning of the first pay period to commence in February, 1947:—**

Apprentices or Improvers.				Other Employees.			
Wages per Week of 44 Hours.	Weekly Rate.	War Loading.	Total Weekly Wage.	Wages Per Week of 44 Hours.	Weekly Rate.	War Loading.	Total Weekly Wage.
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>		£ <i>s. d.</i>	<i>s. d.</i>	£ <i>s. d.</i>
1st year—				Leading hand (i.e., one having under his control and being responsible for the work done by two or more men)	7 11 7	6 0	7 17 7
1st six months	25 1	0 9	25 10	Meter makers or repairers	6 14 0	6 0	7 0 0
2nd six months	28 7	0 9	29 4	Prepayment meter attachment maker	6 15 3	6 0	7 1 3
2nd year ..	34 7	1 0	35 7	Caster of gratings and covers	6 15 3	6 0	7 1 3
3rd year ..	48 7	1 6	50 1	Head tester—			
4th year ..	70 4	2 3	72 7	(a) where eight or more other testers are employed	7 11 4	6 0	7 17 4
5th year ..	88 4	3 0	91 4	(b) where four and not more than seven other testers are employed	7 7 2	6 0	7 13 2
				Other testers	6 11 7	4 0	6 15 7
				Leading diaphragm tier (where two or more other diaphragm tiers are employed)	7 1 4	6 0	7 7 4
				Other diaphragm tiers, including persons banding, crimping, or wiring	6 0 6	3 0	6 3 6
				Leading diaphragm cutter, where two or more cutters are employed	6 16 8	4 0	7 0 8
				Other diaphragm cutters	6 3 3	3 0	6 6 3
				Rim, disc, or pre-payment meter cash box makers	6 6 4	4 0	6 10 4
				Machinist (power press)	6 0 8	3 0	6 3 8
				Other machinists	5 13 10	3 0	5 16 10
				Assistant machinist	5 10 0	3 0	5 13 0
				All others	5 6 0	3 0	5 9 0

2. (b) Thereafter :—

Apprentices or Improvers.				Other Employees.			
Wages per Week of 44 Hours.	Weekly Rate.	War Loading.	Total Weekly Wage.	Wages Per Week of 44 Hours.	Weekly Rate.	War Loading.	Total Weekly Wage.
	s. d.	s. d.	s. d.		£ s. d.	s. d.	£ s. d.
1st year—				Leading hand (i.e., one having under his control and being responsible for the work done by two or more men)	7 13 1	6 0	7 19 1
1st six months	25 4	0 9	26 1	Meter makers or repairers	6 15 0	6 0	7 1 0
2nd six months	28 10	0 9	29 7	Prepayment motor attachment maker	6 16 7	6 0	7 2 7
2nd year ..	34 11	1 0	35 11	Caster of gratings and covers	6 16 7	6 0	7 2 7
3rd year ..	49 1	1 6	50 7	Head tester—			
4th year ..	71 0	2 3	73 3	(a) where eight or more other testers are employed	7 12 10	6 0	7 18 10
5th year ..	89 3	3 0	92 3	(b) where four and not more than seven other testers are employed	7 8 8	6 0	7 14 8
				Other testers	6 12 11	4 0	6 16 11
PROPORTION (within any place).				Leading diaphragm tier (where two or more other diaphragm tiers are employed)	7 2 9	6 0	7 8 9
Apprentices.				Other diaphragm tiers, including persons banding, crimping, or wiring	6 1 8	3 0	6 4 8
One apprentice to every three or fraction of three workers receiving not less than 110s. per week of 44 hours.				Leading diaphragm cutter, where two or more cutters are employed	6 18 0	4 0	7 2 0
Improvers.				Other diaphragm cutters	6 4 6	3 0	6 7 6
Such number of improvers as shall not, together with apprentices, exceed in the aggregate one to every three or fraction of three workers receiving not less than 110s. per week of 44 hours.				Rim, disc, or pre-payment meter cash box makers	6 7 7	4 0	6 11 7
				Machinist (power press)	6 1 10	3 0	6 4 10
				Other machinist	5 15 0	3 0	5 18 0
				Assistant machinist	5 11 1	3 0	5 14 1
				All others	5 7 0	3 0	5 10 0

3. HOURS OF DUTY.—The ordinary hours of work shall be 44 hours per week, to be worked on five days between the hours of 7.30 a.m. and 5.15 p.m., from Monday to Friday inclusive.

4. OVERTIME.—All work done outside the hours fixed as the times of beginning and ending work, or within such hours in excess of 44 hours in any week, shall be paid for at the rate of time and a half.

5. SPECIAL RATES FOR SUNDAYS AND PUBLIC HOLIDAYS.—All work done on Sunday, Good Friday, Christmas Day, or Labour Day, shall be paid for at the rate of double time, and on New Year's Day, Australia Day, Easter Saturday, Easter Monday, King's Birthday, or Boxing Day, at the rate of time and a half; but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays, the special rate shall only be payable for work done on the day so substituted.

In this clause the expressions "double time" and "time and a half" shall mean respectively, when the employee has worked on any of the days named, double the money or half as much again of the money he would have earned had the day in question been an ordinary working day.

6. ANNUAL LEAVE AND PUBLIC HOLIDAY PAY.—Every employee who serves any employer continuously for one year shall, if the employee observes the terms of the Determination, be allowed leave of absence for a continuous period of one week of seven days in respect of that year, and thereafter seven days in respect of each continuous year's service without loss of pay, provided that for the purposes of this clause any employee who has been working for the same employer for a period of not less than three years prior to the 8th November, 1937, shall be regarded as having at that date had nine months' service with his employer, and in the case of any other employee, service prior to the 8th November, 1937, shall not be taken into account.

Such leave shall be given within three months of the completion of each twelve months' service.

A pieceworker shall be entitled to the same annual leave and public holidays as a time-worker, and for such annual leave and public holidays he shall be paid at the same rate as a time-worker doing the same class of work.

7. PROMOTIONS.—

(a) In shortening hands or making promotions the employer shall put efficiency foremost, and in the event of equal efficiency, shall prefer a senior man to a junior.

(b) "Efficiency" means special qualifications and aptitude including suitability in age for the discharge of the duties of the office to be filled, together with merit and good and diligent conduct.

8. SENIORITY LISTS.—Seniority lists shall be compiled by each employer showing the last date on which each employee entered the service of his employer. Each employer shall, if and when reasonably required, furnish a copy of the seniority list to the Secretary of the Union concerned.

9. CONDITIONS OF ENGAGEMENT.—(a) Except as otherwise hereinafter provided, all employees shall be engaged by the week the employment to be terminable only by a week's notice on either side, which notice may be given at any time during any week.

(b) Provided that for misconduct or neglect of duty by an employee, his employment may be determined forthwith without notice, in which case he shall be entitled only to an amount for wages proportionate to the amount of work done before such determination, such amount for wages to be paid forthwith.

(c) From the commencement of an employee's service during a time not exceeding two weeks, the employer may engage him by the day, subject to payment of the rate of wage prescribed for other than weekly employees.

(d) Subject to any express limitation in the terms of his engagement and to his right to determine his employment by a week's notice, an employee to become entitled to the benefits of this Determination must do such kinds of work at such times as the employer may require him to do for the time being, but the employer shall in respect of such work observe any applicable provisions of this Determination as to special or extra rates.

(e) If an employee absents himself from duty or does not attend for duty, the employer, subject to the provisions for sick leave and accident leave hereinafter contained, may deduct from the employee's wages an amount proportionate to the length of the employee's absence or non-attendance.

10. SICK LEAVE.—An employee after having completed three weeks' continuous service immediately preceding the day upon which he reasonably absents himself from work because of disability due to his own ill health, and who within 48 hours after the commencement of the absence produces evidence satisfactory to the employer of such disability by medical certificate or otherwise shall without incurring any deduction of pay, be entitled to leave of absence during such disability for a period or periods not exceeding in the aggregate six days in each year, beginning with the 19th September, 1938.

The rate of wage payable to the employee during such leave of absence without deduction of pay shall be the prescribed ordinary rate or averaged rates for the work done by him during his last six working days next before his absence began.

PIECEWORK PRICES.

11. In addition to the piecework prices set out in this clause a pieceworker shall be paid 6s. War Loading for each full week worked or a pro rata amount according to the time actually worked if less than a full week is worked.

NOTE.—The rates lettered "A" shall be payable until the beginning of the first pay period to commence in February, 1947, thereafter the rates lettered "B" shall be payable.

The lowest piecework prices payable to any person engaged in the following kinds of work shall be:—

(a) MAKING TIN DRY ORDINARY METERS, "MET" AND "P. AND C." PATTERN, ALSO HIGH CAPACITY METERS, "P. AND C." PATTERN.

	H.C. 1.		H.C. 2.		
	per doz. £ s. d.		per doz. £ s. d.		
<i>Ordinary Meters.</i> Making "Met" pattern meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts; preparing gratings and covers (after leaving the mould); putting on pins and wires, forming long and diaphragm chambers, throat pieces, bridges, and back plates; folding edge; breaking edges of side pipes; making valve plates; oiling, sounding, and fixing up all leaks in diaphragms; setting and grinding valves; and tinning all parts including anti-fraud boxes	A 14 11 7	B 14 13 9	A 16 3 6	B 16 5 11	
	<i>Lights.</i>				
	2.	3.	5.	10.	20.
	per doz. £ s. d.	per doz. £ s. d.	per doz. £ s. d.	per doz. £ s. d.	per doz. £ s. d.
Making "P. and C." pattern meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts, and the making of valve plates; oiling, sounding, and fixing up leaks in diaphragms; setting and grinding valves; preparing gratings and covers (after leaving moulds); putting on pins and wires, and tinning all parts; but not including forming long and diaphragm chambers, throat pieces, bridges, and back plates; punching cock plates; folding edge of same; and breaking edges of side pipes	A 9 10 5 B 9 11 10	A 9 17 5 B 9 18 10	A 11 1 8 B 11 3 4	A 13 8 6 B 13 10 6	A 19 9 5 B 19 12 4
<i>High Capacity Meters.</i> Making "P. and C." high capacity meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts, the making of valve plates, soldering in rims, banding on diaphragms, sounding and fixing up leaks in diaphragms, setting and grinding valves, preparing gratings and covers, putting on pins and wires, and tinning all parts, but not including forming long and diaphragm chambers, throat pieces, bridges, back plates, punching cock plates, folding edge of same, breaking edges of side pipes, making up rims or bands for diaphragms, fastening tapes to rims, crimping or fastening discs to diaphragms, and oiling diaphragms; also, bending top arms.	Capacity, 100 cubic feet per hour { A£10 11s. 4d. } per doz. B£10 12s. 11d. } Capacity, 125 cubic feet per hour { A£12 1s. 1d. } per doz. B£12 2s. 11d. } doz.				

(a) MAKING TIN DRY ORDINARY METERS, "P. AND C." PATTERN.

<i>"P. and C." A.V. 2-200 feet per hour. Open Top Pattern Meters.</i> Making up "P. and C." A.V. 2-200 feet per hour Open Top Pattern Meters, i.e., doing the following work necessary to complete the meter, including the putting together of all parts and the making of valve plates, making up case, soldering in rims, banding on diaphragms, sounding and fixing up leaks in diaphragms, setting and grinding valves, preparing gratings and covers, tinning all parts, soldering both back and front of division, soldering flag to roller and pillar unit, soldering in rods and tees and tees and motion wires, soldering on backs and fronts, soldering in bridges, soldering in and fitting index boxes, soldering arms to covers, pinning covers and setting tangents (but not including forming centre tube throat pieces), making up rims and bands for diaphragms, fastening tapes to rims, crimping or fastening discs to diaphragms and oiling diaphragms, assembling of bridges, making up of index complete in pan with stuffing box attached, stuffing index box or drilling, tapping or screwing arms to covers.	A £10 8s. 4d. } per doz. B £10 9s. 11d. }
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(b) MAKING TIN DRY PREPAYMENT METERS.

Making "P. and C." pattern high capacity prepayment meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts, the making of valve plates, soldering in rims, banding on diaphragms, sounding and fixing up leaks in diaphragms setting and grinding valves, preparing gratings and covers, putting on pins and wires, tinning all parts, soldering prepayment valve seat on bridge, soldering in prepayment valve, soldering top on prepayment valve box, soldering prepayment valve box to meter, soldering stuffing box to prepayment valve box and stuffing same, soldering on lever, soldering on circular box, soldering on prepayment movement and index, soldering on side cash box, soldering hasp to catch piece, soldering catch piece to meter, edging front of money box and attaching same to box, soldering on ring and tab to front of money box, trying coins in circular box, soldering on indicator, soldering bottom to cash box, but not including forming long and diaphragm chambers, throat pieces, bridges, back plates, punching cock plates, folding edge of same, breaking edges of side pipes, making up rims or bands for diaphragms, fastening tapes to rims, crimping or fastening discs to diaphragms, and oiling diaphragms.	Capacity, 100 cubic feet per hour { A£12 19s. 5d. } per doz. B£13 1s. 4d. }
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(c) MAKING RIMS AND DISCS.

	Lights.							
	2.	3.	5.	10.	20.	30.	50.	80.
	per job of 400 rims and 200 discs.	per job of 820 rims.	per job of 580 rims.	per job of 480 rims.	per job of 240 rims.	per job of 240 rims.	per doz. discs.	per doz. discs.
Making rims and discs	£ s. d. A7 5 8 B7 6 9	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Making rims .. ..	.. ..	A7 5 8 B7 6 9	A7 5 8 B7 6 9	A7 5 8 B7 6 9	A7 5 8 B7 6 9	A7 5 8 B7 6 9	.. .... ..	.. .... ..
Making discs .. ..	.. ..	.. ..	.. ..	.. ..	per doz. discs. A6s. 0½d. B6s. 1d.	per doz. discs. A8s. 11d. B8s. 11½d.	A1 1 5½ B1 1 7½	A1 5 9½ B1 5 11½
Making rims for circular crimped-on diaphragms .. ..	.. ..	.. ..	per job of 400 rims. A6 9 6 B6 10 6	per job of 400 rims. A6 14 6 B6 15 6	.. ..	.. ..	.. ..	.. ..

(d) WIRING OR TYING DIAPHRAGMS.

	2, 5, or 6 Lights.		10 Lights.	
	per dozen.		per dozen.	
	s. d.	s. d.	s. d.	s. d.
Wiring or tying diaphragms	A6 6½ B6 7	.. ..	A8 6 B8 6½	.. ..

(e) RENEWALS.

	Lights.				
	30.	50.	60.	80.	100.
	per doz.	per job of 6.	per job of 6.	per job of 3.	per job of 3.
Renewing in the following manner ordinary condemned meters from which the top back plate, and back and front have been removed, viz.— Dissecting and cleaning all parts fit to be re-used and making a new meter therewith by:— Forming diaphragms and long chambers, throat pieces, bridges, back plates; punching cock plate and folding edges; breaking edges of side pipes, any other necessary work	£ s. d. A39 9 3 B39 15 2	£ s. d. A30 9 11 B30 14 6	£ s. d. A32 12 7 B32 17 6	£ s. d. A22 2 5 B22 5 9	£ s. d. A22 2 5 B22 5 9

(f) REPAIRING METERS.

	Lights.					
	H.C. 1.	H.C. 2.	5.	10.	20.	30.
	each meter.	each meter.	each meter.	each meter.	each meter.	each meter.
Repairing "Met" pattern meters, i.e., doing such of the following work as may be necessary to restore the meter to good repair, viz.— Removing back and front; removing cock plate and back plate; cleaning meter; re-grinding valves; re-stuffing centre and side stuffing boxes; re-setting valves and top arms; inserting new diaphragms; removing index; putting in new valve arms, index glass, or new tin work	s. d. A15 5½ B15 7½	s. d. A15 5½ B15 7½	s. d. A14 3 B14 4½	s. d. A17 2½ B17 3½	s. d. A24 1½ B24 3½	s. d. A28 1½ B28 3½
Repairing prepayment slot meters, i.e., doing such of the following work as may be necessary to restore the meter to good repair, viz.— Cleaning meter; re-grinding valves; re-stuffing boxes; re setting top arms and valves; removing top and back plates; taking off and replacing back and front, and inserting new diaphragms, new valve arms, and index glass; putting in a new cover to shut off valve; putting on staple and spring, and soldering wire along cash box (but not including repairs to handles) .. ..	.. ..	.. ..	per job of ten meters £ s. d. A8 4 9 B8 6 0	.. ..	.. ..	.. ..
Inserting new leather on shut off valve in Parkinson pattern prepayment meter .. ..	.. ..	.. ..	each meter s. d. A1 9½ B1 9½	.. ..	.. ..	.. ..

	Lights.				
	2.	3.	5.	10.	20.
	each meter.	each meter.	each meter.	each meter.	each meter.
Repairing tin dry ordinary meters in the following manner:— (a) Cleaning meter; inserting diaphragms; setting or re-grinding valves; re-stuffing boxes; removing and replacing cock plates and index	s. d. 7 10	s. d. 8 9	s. d. 9 6	s. d. 10 6	s. d. 14 4
(b) Cleaning meter; cutting discs; oiling diaphragms; setting or re-grinding valves; re-stuffing boxes; removing cock plate and index; taking off and putting in back and front	6 6	6 6	6 6	6 8	9 11
Repairing tin dry prepayment meters, extra on above (a) and (b):— (i) Meters fitted with 1977 movements (ii) Meters fitted with 1924 and similar movements (iii) Other meters	2 6 3 0 2 3	2 6 3 0 2 3	2 6 3 0 2 3	2 6 3 0 2 3	2 6 3 0 2 3

With A 43-48 %, B 44-5% added.

NOTE:—14d. to be paid extra for all T. Glover slot repairs with the exception of Parkinson pattern meters—all Cowan H. to F. slots to be subject to this increase.

g) EXTRAS.

Article.	Lights.	Price.	Article.	Lights.	Price.
		<i>s. d.</i>			<i>s. d.</i>
Frame and door ..	2, 3, 5, 10	0 7	Pipes inside inlet ..	2, 3, 5, 10 to 20	2 0 pair
Bottom and studs ..	2, 3, 5, 10	1 4	Other pipes ..	2, 3, 5, 10	1 0 "
	20	1 8		20	2 0 "
Bridge ..	2, 3, 5, 10	1 0	Galleries ..	2, 3, 5, 10	1 3 "
	20	1 3		20	1 8 "
Rod arms ..	2, 3, 5, 10	0 4 pair	Guides ..	2 to 20	0 4 set
	20	0 8 "	Feet ..	2, 3, 5, 10	0 4 "
Valve arms ..	2, 3, 5, 10	0 3 "		20	1 0 "
Valve-box covers ..	2, 3, 5, 10	0 6 "	Rod stuffing boxes ..	2, 3, 5, 10	0 5 pair
Divisions ..	2, 3, 5, 10	2 2	Clean valves and set to zero	2	2 0
Half-valve plate ..	2	2 3		3 and 5	2 4
	3	2 5		10	2 5
	5	2 7	Slot meters extra on above	20	2 11
	10	2 9	Taking off and putting on		1 2 each
	20	2 11	back and front only ..	2	1 3 pair
New door ..	2	0 2		3 and 5	1 6 "
Motion wires ..	2, 3, 5, 10	0 7 pair		10	1 8 "
	20	1 3 "		20	2 3 "
Throat pieces ..	2, 3, 5, 10	1 0 "	Turn-over backs and fronts	2 to 20	0 5 "
Side chambers ..	2, 3, 5, 10	0 6 each	Condemning ..	2	1 3
				3, 5, 10	1 5
Now sides ..	2, 3, 5, 10	4 4 pair		20	1 11
Tees ..	2, 3, 5, 10	1 0 "	Piecing cases ..	2 to 20	0 6
	20	1 3 "	Putting in deep rim diap.	3	0 7 pair
				5	0 5 "

With, A 43-48, B 44-5, per cent. added.

NOTE.—(i) "Leaks round grating" and "All crutch leaks" shall be paid for at wages rates.

(ii) All materials for piecework, except that set out in sub-clause (d) of the piecework schedule, supplied to the employee in good order and condition.

12. PERIODICAL ADJUSTMENT OF WAGES.—The wages rates for adult males set out in clause 2 are based upon the following basic wage, and pursuant to and in accordance with the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted as prescribed in clause 13. Provided that proportionate adjustments to the rates for apprentices and improvers, and to the piece-work prices, shall be made at the same time.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	<i>£ s. d.</i>	<i>s. d.</i>	<i>£ s. d.</i>	
Throughout the State	5 1 0	6 0	5 7 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

13. (a) For the purposes of this Determination the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression, means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in May, 1947, the amounts of the Basic Wage shall be as prescribed in clause 12.

(c) During each future successive period beginning with the first pay period to commence in a May, an August, a November, or a February, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 17th January, 1947.

