



VICTORIA
GOVERNMENT GAZETTE.

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No. 2]

FRIDAY, JANUARY 4.

[1946

ACTS OF PARLIAMENT.

PROCLAMATION

By the Lieutenant-Governor, as Deputy for His Excellency the Governor of the State of Victoria and its Dependencies in the Commonwealth of Australia, &c., &c., &c.

I, THE Lieutenant-Governor, as Deputy for the Governor of the State of Victoria, in the Commonwealth of Australia, do hereby declare that I have this day assented, in His Majesty's name, to the Bills passed by the Parliament of the said State, the titles whereof are hereunder set forth, that is to say:—

No. 5107. "An Act to ratify the Execution for and on behalf of the State of Victoria of an Agreement between the said State and the Commonwealth of Australia in relation to Soldier Settlement and to approve the Agreement so executed, to constitute a Soldier Settlement Commission and to confer certain Powers and Functions upon the said Commission, and for other purposes."

No. 5108. "An Act to apply a sum out of the Consolidated Revenue to the service of the year ending on the thirtieth day of June One thousand nine hundred and forty-six and to appropriate the Supplies granted in this and the last preceding Session of Parliament."

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

(L.S.)

E. F. HERRING.

By His Excellency's Command,

JOHN CAIN.

GOD SAVE THE KING!

No. 2.—12289/45.—PRICE 6d.; Quarterly, 8s. 2d.; Half-Yearly, 16s. 3d.; Yearly, 32s. 6d.

CITY OF SANDRINGHAM.

ORDER CONFIRMED.

THE Minister of the Crown administering the *Local Government Act 1928* on the 21st day of December, 1945, confirmed the Order hereinafter referred to, in pursuance of section 513 of the said Act, viz.:—

An Order of the Council of the City of Sandringham, made on the 30th day of October, 1945, for the purpose of acquiring certain land required for a place of public resort and recreation, such land fronting Bluff-road and Fern-street, and being part of Crown portion 34, Parish of Moorabbin, County of Bourke, within the municipal district of the City of Sandringham.

P. J. KENNELLY,
Commissioner of Public Works.

Melbourne and Metropolitan Tramways Acts.

APPOINTMENT OF MEMBER AND CHAIRMAN OF
MELBOURNE AND METROPOLITAN TRAMWAYS
BOARD.

THE Lieutenant-Governor, as Deputy for 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 28th day of December, 1945, in pursuance of the provisions of the Melbourne and Metropolitan Tramways Acts, been pleased to appoint

HECTOR HERCULES BELL

as a Member and Chairman of the Melbourne and Metropolitan Tramways Board for a period of two years from and inclusive of the 1st day of January, 1946.

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

At the Executive Council Chamber,

Melbourne, 28th December, 1945.

THE BALLARAT WATER COMMISSIONERS.

RATING BY-LAW FOR YEAR 1946.

No. 49.

THE Ballarat Water Commissioners, pursuant to and in exercise and execution of the powers and authorities conferred on it by the Water Acts, and in exercise and execution of any other powers and authorities in any wise enabling it in that behalf, doth hereby make the By-law following:—

1. The following rates are hereby made and shall be levied for the supply of water for domestic purposes upon the occupiers or owners of lands and tenements liable to be rated by it within the Ballarat Water Supply District:—

- (a) Of any tenements (other than land on which there is no building) the annual municipal valuation whereof does not exceed £15. Fifteen shillings per annum.
- (b) Of any such tenement the annual municipal valuation whereof exceeds £15, a rate of One shilling in the pound on the net annual municipal value.
- (c) Of lands on which there is no building a rate of One shilling in the pound on the net annual municipal value.

2. Such rates are made and shall be levied upon the occupiers or owners of the said lands and tenements for the year beginning the 1st day of January, 1946, and ending the 31st day of December, 1946, and shall be payable on the 31st day of March, 1946, at the office of the Water Commissioners, Ballarat.

3. The maximum quantity of water to be supplied in any one year without further charge to any property rated by the Commissioners is hereby fixed at the quantity which, at a charge of One shilling per 1,000 gallons, would produce an amount equal to the amount of the rate levied on such property for the said year.

4. The charge for water supplied by measure to any property rated by the Commissioners in excess of such maximum quantity, computed as in the last preceding clause, is hereby fixed at Ten pence per 1,000 gallons.

5. The charge for water supplied by measure shall be payable, on demand, at the office of the Commissioners.

6. Such person or persons as the Ballarat Water Commissioners may from time to time appoint for the purpose shall be and is or are hereby authorized to demand, receive, collect, and recover such rates and charges.

The foregoing By-law was made by the Ballarat Water Commissioners, and the common seal of the said Commissioners was hereunto affixed this twentieth day of December, 1945, in the presence of—

(SEAL) A. F. J. PITTARD, Chairman.
H. C. LUDBROOK, Commissioner.
CHAS. H. CLAMP, Secretary.

Approved by the Governor in Council,
28th December, 1945.

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

THE BALLARAT WATER COMMISSIONERS.

BY-LAW No. 13.

Water Supply.

THE Ballarat Water Commissioners, pursuant to and in exercise and in execution of the powers and authorities conferred on them by the Water Acts, and in exercise and execution of any other powers and authorities in any wise enabling them in that behalf, doth hereby make the By-law following:—

Interpretation.

(1) In the construction of this By-law the meaning which in the Water Acts is assigned to any particular word shall be the meaning of the same word when occurring in this By-law unless inconsistent with the subject matter or context. The word "Commissioners" shall mean The Ballarat Water Commissioners. The word "person" shall include the female as well as the male, and shall also include a ratepayer and/or an occupier and/or any individual in or upon or about the premises of any ratepayer or occupier or in or about any other place within the Ballarat Water Supply District, and shall also include or cover a corporation or company.

The marginal notes shall not be deemed to be a part of this By-law.

Prohibition of Sprinklers.

(2) During the period commencing on and from the date of publication of this By-law in the *Government Gazette* and ending on the 30th day of June, 1946, the general use of sprinklers, fixed or movable, will not be permitted, so that any watering must be done by means of a watering can or by a hose held in the hand. A limited use of sprinklers will be permitted to primary producers, orchardists, and nurserymen, who must apply, in writing, for the necessary permission, and the conditions under which sprinklers may be operated will then be communicated to them.

Penalty.

(3) Every person who shall use, or permit, or suffer water supplied by the Commissioners to be used contrary to the provisions of this By-law shall be guilty of an offence and shall be liable to a penalty not exceeding Five pounds, recoverable summarily before any court of competent jurisdiction, and in cases of continuing the offence to a further penalty not exceeding Five pounds for every day after notice of the offence from the Commissioners.

Power to Cut Off Water.

(4) If any person supplied with water by the Commissioners wrongly does, or causes, or permits to be done anything in contravention of this By-law, the Commissioners may (without prejudice to any remedy in respect thereof) close or cut off any pipes by or through which water is supplied by the Commissioners to him or for his use, and may cease to supply him with water as provided by the Water Act.

The foregoing By-law was made and passed by The Ballarat Water Commissioners on the twentieth day of December, 1945, and the common seal of the said The Ballarat Water Commissioners was hereunto affixed on the twentieth day of December, 1945, in the presence of—

A. F. J. PITTARD, Chairman.
(SEAL) J. H. TREKARDO, Commissioner.
CHAS. H. CLAMP, Secretary.

Approved by the Governor in Council,
28th December, 1945.

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

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 Friday, 4th January, 1946:—

No. of Stay Order; Name; Address.

24; Gardiner, Francis James; Creek Junction.
3345; Tynan, Edith Olivia; Berriwillock.
3346; Tynan, John; Berriwillock.

W. R. MANN, Secretary,
Farmers' Debts Adjustment Board.
3rd January, 1946.

AUCTION SALES ACT 1928.

BENALLA.—Notice is hereby given that a Special Meeting of Justices for the Licensing of Auctioneers will be held at the Court House, Benalla, on Thursday, the 24th day of January, 1946, at Ten o'clock in the forenoon, to consider an application by Eric Henry Thewlis, of 19 Benalla-street, Benalla, in Victoria, for an Auctioneer's Licence. Dated at Benalla, this 22nd day of December, 1945.—J. MILLS, Clerk of Petty Sessions.

ORDER IN COUNCIL.—(Series 1945-46.)

DEPARTMENT OF PUBLIC WORKS.

972. Supply and delivery of piles and timber for Harbor Works at Marlo, £177 17s. 10d.—Alex. Sturrock and Sons Pty. Ltd.

Approved by the Governor in Council, 28th December, 1945.
—C. W. KINSMAN, Clerk of the Executive Council.

CONTRACTS ACCEPTED.—(Series 1945-46.)
PROVISIONS.—MEAT.

No. of Contract.	Particulars of each Tender Accepted.	Amount.	Name of Contractor.	Charge against Vote or Fund.
	PROVISIONS— Supply of Meat, in such quantities as may be ordered, from 1st January, 1946, to 31st March, 1946.			
973	Schedule No. 1—Melbourne District— Kew Mental Hospital	Rates as per annex	F. Watkins Pty. Ltd. ..	Contingencies, 1945-46
974	Pentridge Penal Establishment, &c.	" "	F. Watkins Pty. Ltd. ..	
975	Children's Welfare Depot, Royal Park, and Police Hospital	" "	J. H. Cooke Pty. Ltd. ..	
976	Royal Park Mental Hospital and Receiving House	" "	J. H. Cooke Pty. Ltd. ..	
977	Schedule No. 2—Mont Park; Sanatorium, Gresswell, &c.	" "	W. Angliss and Co. (Aust.) Pty. Ltd. ..	
978	Schedule No. 3—s.s. Rip and Dredges	" "	J. H. Cooke Pty. Ltd. ..	
979	Schedule No. 4—Teachers' College, Carlton, and Travancore Developmental Centre, Flemington	" "	J. H. Cooke Pty. Ltd. ..	
980	Schedule No. 5—Ararat District	" "	A. I. Ahpee ..	
981	Schedule No. 6—Ballarat District	" "	H. J. Symons Pty. Ltd. ..	
982	Schedule No. 7—Beechworth District	" "	E. Spencer ..	
983	Schedule No. 8—Castlemaine District	" "	H. J. Robertson ..	
984	Schedule No. 9—School of Forestry, Gresswick	" "	H. J. Symons Pty. Ltd. ..	
985	Schedule No. 10—McLeod Settlement, French Island	" "	W. F. Misson ..	
986	Schedule No. 11—Heatherton Sanatorium, Cheltenham	" "	W. Angliss and Co. (Aust.) Pty. Ltd. ..	
987	Schedule No. 12—Sanatorium, Greenvale	" "	F. Watkins Pty. Ltd. ..	
988	Schedule No. 13—Coorimungle Prison Camp, Heytesbury Forest	" "	S. M. Hunt ..	
989	Schedule No. 16—Sale Gaol	" "	H. L. G. Laws ..	
990	Schedule No. 17—Pleasant Creek Special School, Stawell	" "	Ada J. West ..	
991	Schedule No. 18—Sunbury District	" "	F. Watkins Pty. Ltd. ..	

Approved—JOHN CAIN, Treasurer. 19.12.45.

ANNEX TO CONTRACTS.

SCHEDULE No. 1.—MELBOURNE DISTRICT.

ANNEX TO CONTRACT No. 1945/973.

F. Watkins Pty. Ltd., 184 Bourke-street, Melbourne, C.I.

Sub-schedule No. 7.

MEAT FOR MENTAL HOSPITAL, KEW.

	Security, £35.	£	s.	d.
1. Fresh Beef—Fore-quarters	per cwtl.	2	16	3
2. " " Hind-quarters	do.	2	16	3
3. " " Buttocks	per lb.	0	0	9½
4. Corned Beef—Rolled or round, as ordered, without bone or cartilage	do.	0	0	9
5. Fresh Mutton	do.	0	0	5½
6. " " Suet—Kidney	do.	0	0	5
7. Sausage Meat	do.	0	0	5
8. Liver—Calves'	do.	0	0	6
9. Brains	per set	0	0	3
10. Sausages—Mixed	per lb.	0	0	8
11. Tripe—Fresh	do.	0	0	5

ANNEX TO CONTRACT No. 1945/974.

F. Watkins Pty. Ltd., 184 Bourke-street, Melbourne, C.I.

Sub-schedule No. 8.

MEAT FOR PENAL ESTABLISHMENT (PENTRIDGE), FEMALE PENITENTIARY, AND METROPOLITAN GAOL (COBURG).

	Security, £35.	£	s.	d.
1. Fresh Beef—Fore-quarters	per cwtl.	2	10	0
2. Fresh Mutton (whole sheep)	per lb.	0	0	5½
3. Sausages—Mixed	do.	0	0	8
4. Liver—Calves'	do.	0	0	6
5. Fresh Suet—Kidney	do.	0	0	5
6. Dripping—Beef	do.	0	0	7
7. Rabbits—Fresh	per pair	0	2	6

ANNEX TO CONTRACT No. 1945/975.

J. H. Cooke Pty. Ltd., 378 Queen's-parade, Clifton Hill.

Sub-schedule No. 9.

MEAT FOR POLICE HOSPITAL, ST. KILDA-ROAD; CHILDREN'S WELFARE DEPOT, ROYAL PARK.

	Security, £8.	£	s.	d.
1. Fresh Beef	per cwtl.	2	7	11
2. " " Mutton	do.	2	1	8
3. Steak—Rump	per lb.	0	1	6
4. " " Stewing	do.	0	0	7
5. Beef, Corned—Silverside	do.	0	0	10
6. " " Rib	do.	0	0	7
7. Fresh Mutton—Loin	do.	0	0	8
8. " " Leg	do.	0	0	10
9. " " Cutlets	do.	0	0	11

Sub-schedule No. 9—continued.

MEAT FOR POLICE HOSPITAL, ST. KILDA-ROAD; CHILDREN'S WELFARE DEPOT, ROYAL PARK—continued.

	£	s.	d.	
10. Chops—Mid Loin	per lb.	0	0	9
11. Shanks—Sheeps'	do.	0	0	5
12. Sausages—Mixed	do.	0	0	7
13. Tripe—Fresh	do.	0	0	6
14. Frya—Lamb's'	do.	0	0	8
15. Ox Tails	do.	0	0	8
16. Sausage—Beef, German	do.	0	0	8
17. " " Strasburg—Pork	do.	0	1	0
18. Rabbits—Fresh	per pair	0	2	6
19. Frankfurts	per bundle	0	0	9
20. Ice	per cwt.	0	3	0

ANNEX TO CONTRACT No. 1945/976.

J. H. Cooke Pty. Ltd. 373 Queen's-parade, Clifton Hill.

Sub-schedule No. 10.

MEAT FOR RECEIVING HOUSE AND MENTAL HOSPITAL, ROYAL PARK.

	Security, £10.	£	s.	d.
1. Fresh Beef	per cwtl.	2	7	11
2. " " Buttocks	do.	2	7	11
3. " " Mutton	per lb.	0	0	5
4. Corned Beef—Rolled or round, as ordered without bone or cartilage	do.	0	0	8
5. Fresh Suet—Kidney	do.	0	0	5
6. Sausages—Mixed	do.	0	0	7
7. Tripe—Fresh	do.	0	0	5
8. Ice	per cwt.	0	3	0

SCHEDULE No. 2.—MONT PARK SANATORIUM, GRESSWELL, ETC.

ANNEX TO CONTRACT No. 1945/977.

W. Angliss and Co. (Aust.) Pty. Ltd., 42 Bourke-street, Melbourne, C.I.

Sub-schedule No. 4.

MEAT.*

	Security, £50.	£	s.	d.
1. Fresh Beef—Forequarters	per cwtl.	2	0	0
2. " " Hindquarters	do.	3	0	0
3. " " Buttocks	per lb.	0	0	8
4. " " Roast	do.	0	0	8½
5. Beef, Corned—Rolled or round, as ordered, without bone or cartilage	do.	0	0	9½
6. Mutton—Fresh	do.	0	0	5½
7. Chops—Forequarter	do.	0	0	7
8. Lamb—Sides	do.	0	0	7½
9. Veal—Leg	do.	0	0	9
10. Steak—Thick flank	do.	0	0	11½

Sub-schedule No. 4—continued.

MEAT FOR MONT PARK; SANATORIUM, GRESWELL, ETC.—continued.

	£	s.	d.
11. Steak—Minced	per lb.	0	0 7½
12. Sausage Meat	do.	0	0 5
13. Sausages—Mixed	do.	0	0 7½
14. Shanks—Sheeps'	each	0	0 5
15. Tripe—Fresh	per lb.	0	0 3½
16. Brains—Sheeps'	per set	0	0 3
17. Frys—Lambs'	each	0	0 6
18. Kidneys—Ox	per lb.	0	0 11
19. Livers—Calves'	do.	0	0 9½
20. Sausage—Beef, German	do.	0	0 8
21. " " Pork, Strasburg	do.	0	0 11
22. Rabbits—Fresh	per pair	0	2 4
23. Saveloys	per doz.	0	1 3

* Rates subject to variation in accordance with Determinations of Prices Commissioner.

SCHEDULE No. 3.—S.S. RIP AND DREDGES.

ANNEX TO CONTRACT No. 1945/978.

J. H. Cooke Pty. Ltd., 378 Queen's-parade, Clifton Hill, N.S.

Sub-schedule No. 3.

MEAT.

(Delivery at River Yarra Wharfs.)

Security, £5.

	£	s.	d.
1. Fresh Beef—Roast	per lb.	0	0 9
2. Beef, Corned—Silverside	do.	0	0 11
3. " " Rolled	do.	0	0 8
4. Fresh Mutton—Forequarter	do.	0	0 7
5. " " Legs	do.	0	0 10
6. Chops—Forequarter	do.	0	0 8
7. " " Loin	do.	0	0 9
8. Steak—Rump	do.	0	1 6
9. " " Stewing	do.	0	0 9
10. " " Topside	do.	0	0 11
11. Sausages—Mixed	do.	0	0 7
12. Tripe—Fresh	do.	0	0 6
13. Frys—Lambs'	do.	0	0 6
14. Suet—Kidney	do.	0	0 5
15. Rabbits—Fresh	per pair	0	2 6
16. Ice	per cwt.	0	3 0

SCHEDULE No. 4.—TEACHERS' COLLEGE, CARLTON, AND TRAVANGORE DEVELOPMENTAL CENTRE, FLEMINGTON.

ANNEX TO CONTRACT No. 1945/979.

J. H. Cooke Pty. Ltd., 378 Queen's-parade, Clifton Hill, N.S.

Sub-schedule No. 3.

MEAT.

Security, £8.

	£	s.	d.
1. Fresh Beef—Sirloin	per lb.	0	0 10
2. " " Mutton—Forequarter	do.	0	0 3
3. " " " Cutlets	do.	0	0 10
4. " " " Chops, Mid. Loin	do.	0	0 8
5. " " " Chops, Forequarter	do.	0	0 7
6. " " " Shoulder, Boned	do.	0	0 5
7. " " " Legs	do.	0	0 9
8. Beef, Corned—Silverside	do.	0	0 10
9. Veal—Shoulder, Boned	do.	0	0 6
10. Steak—Blade	do.	0	0 8
11. " " (when required, minced)	do.	0	0 7
12. Mince Meat	do.	0	0 7
13. Sausages—Mixed	do.	0	0 7
14. Sausage Meat	do.	0	0 4
15. " " —Beef, German	do.	0	0 9
16. Kidneys—Ox	do.	0	0 10
17. Tongues—Ox	do.	0	0 8
18. Cheeks—Ox	do.	0	0 3
19. " " Pigs'	do.	0	0 4
20. Frys—Lambs'	do.	0	0 6
21. Tripe—Fresh	do.	0	0 5
22. Suet—Kidney	do.	0	0 5
23. Bones—Soup	do.	0	0 1
24. Frankfurts	per bundle.	0	0 9
25. Rabbits—Fresh	per pair	0	2 6
26. Black Puddings	per lb.	0	0 4

SCHEDULE No. 5.—ARARAT DISTRICT.

ANNEX TO CONTRACT No. 1945/930.

A. I. Ahpee, 172 Barkly-street, Ararat.

Sub-schedule No. 4.

MEAT.

Security, £30.

	£	s.	d.
1. Fresh Beef—Fore-quarters	per cntl.	2	16 0
2. " " Hind-quarters	do.	2	16 0
3. " " Buttocks	per lb.	0	0 8½
4. " " Mutton	do.	0	0 7½

SCHEDULE No. 6.—BALLARAT DISTRICT.

ANNEX TO CONTRACT No. 1945/981.

H. J. Symons Pty. Ltd., 1015 Macarthur-street, Ballarat.

Sub-schedule No. 4.

MEAT.

Security, £35.

	£	s.	d.
1. Fresh Beef—Forequarters	per cntl.	3	3 0
2. " " Hindquarters	do.	3	3 0
3. " " Buttocks	do.	3	17 0
4. " " Mutton	per lb.	0	0 7
5. Mince Meat	do.	0	0 7
6. Sausage—Beef, German	do.	0	0 8
7. Tripe—Fresh (alternative)	do.	0	0 5
8. Suet—Fresh, Kidney	do.	0	0 7
9. Sausages—Mixed	do.	0	0 8
10. Black Puddings	do.	0	0 6
11. Saveloys	per doz.	0	1 0

SCHEDULE No. 7.—BEECHWORTH DISTRICT.

ANNEX TO CONTRACT No. 1945/982.

E. Spencer, Camp-street, Beechworth.

Sub-schedule No. 4.

MEAT.

Security, £30.

	£	s.	d.
1. Fresh Beef—Roast	per cntl.	3	6 8
2. " " (Group D)	per lb.	0	0 8
3. " " Mutton	do.	0	0 7½
4. " " (Group D)	do.	0	0 7½
5. Minced Meat	do.	0	0 8
6. Sausages—Mixed	do.	0	0 8
7. Sausage Meat	do.	0	0 7
8. " " —Beef, German	do.	0	1 0
9. Dripping, Beef	do.	0	0 9
10. Saveloys (alternative)	per doz.	0	1 0

SCHEDULE No. 8.—CASTLEMAINE DISTRICT.

ANNEX TO CONTRACT No. 1945/933.

H. J. Robertson, 91 Mostyn-street, Castlemaine.

Sub-schedule No. 2.

MEAT.

Security, £5.

	£	s.	d.
1. Fresh Beef	per lb.	0	0 9
2. Corned Beef—Rolled, without bone or cartilage	do.	0	0 8½
3. Fresh Mutton	do.	0	0 8
4. Sausages—Mixed	do.	0	0 7
5. Sausage Meat	do.	0	0 6

SCHEDULE No. 9.—SCHOOL OF FORESTRY, GRESWICK.

ANNEX TO CONTRACT No. 1945/984.

H. J. Symons Pty. Ltd., 1015 Macarthur-street, Ballarat.

Sub-schedule No. 4.

MEAT.

Security, £3.

	£	s.	d.
1. Fresh Beef—Forequarters	per lb.	0	0 11
2. " " Mutton	do.	0	0 10
3. Veal (Leg or Loin)	do.	0	0 10
4. Sausages—Mixed	do.	0	0 3½
5. Steak—Minced	do.	0	0 3½
6. Frys—Lambs'	do.	0	0 6
7. Fresh Suet—Kidney	do.	0	0 6
8. Hearts—Ox	do.	0	0 5
9. Tongues—Ox	do.	0	0 9
10. Tails—Ox	do.	0	0 9
11. Dripping, Beef	do.	0	0 6

SCHEDULE No. 10.—MCLEOD SETTLEMENT, FRENCH ISLAND.

ANNEX TO CONTRACT No. 1945/985.

W. F. Misson, Lang Lang.

Sub-schedule No. 3.

MEAT.

Security, £5.

	£	s.	d.
1. Fresh Beef	per cntl.	3	6 8
2. " " Mutton (Group D)	per lb.	0	0 7
3. Sausages—Mixed	do.	0	0 8

**SCHEDULE No. 11.—HEATHERTON SANATORIUM,
CHELTENHAM.**

ANNEX TO CONTRACT No. 1945/986.

*W. Anglin and Co. (Aust.), Pty. Ltd., 42 Bourke-street,
Melbourne, C.I.*

Sub-schedule No. 3.

MEAT.*

Security, £5.

		£	s.	d.
1. Fresh Beef, Roast	per lb.	0	0	8½
2. Beef, Corned—Rolled or Round, as ordered, without bone or cartilage	do.	0	0	9½
3. Mutton, Fresh	do.	0	0	5½
4. Chops—Forequarter	do.	0	0	7
5. Veal—Leg	do.	0	0	9
6. Steak—Blade Bone	do.	0	0	11½
7. " Mince	do.	0	0	7½
8. Sausage—Meat	do.	0	0	5
9. Sausages—Mixed	do.	0	0	7½
10. Tripe—Fresh	do.	0	0	3½
11. Brains—Sheep's	per set	0	0	3
12. Frys—Lamb's	each	0	0	6
13. Kidneys—Ox	per lb.	0	0	11
14. Sausage—Beef, German	do.	0	0	8
15. " Strasburg, Pork	do.	0	0	11
16. Rabbits—Fresh	per pair	0	2	4
17. Saveloys	per doz.	0	1	3

* Rates subject to variation in accordance with Determinations of Prices Commissioner.

SCHEDULE No. 12.—SANATORIUM, GREENVALE.

ANNEX TO CONTRACT No. 1945/937.

F. Watkins Pty. Ltd., 184 Bourke-street, Melbourne, C.I.

Sub-schedule No. 3.

MEAT (cuts as ordered).

Security, £7.

		£	s.	d.
1. Fresh Beef—Roast	per lb.	0	0	10
2. " " Topside	do.	0	0	11
3. " " Rump	do.	0	1	7
4. Beef, Corned—Silverside	do.	0	0	11
5. Fresh Mutton—Sides	do.	0	0	6
6. Cutlets—Mutton	do.	0	0	10
7. " Veal	do.	0	0	11
8. Chops—Mid. Loin	do.	0	0	9
9. " Leg	do.	0	0	9½
10. Steak—Mince	do.	0	0	8
11. Mince Meat	do.	0	0	5
12. Frys—Lamb's	do.	0	0	6
13. Fresh Pork—Loin	do.	0	1	3
14. Pickled Pork—Loin	do.	0	1	3
15. Veal—Legs, Boned	do.	0	0	10
16. Tripe—Fresh, Ox	do.	0	0	5
17. Tails—Ox	do.	0	0	8
18. Tongues—Ox	do.	0	0	8
19. " Sheep	per doz.	0	2	0
20. Sausages—Mixed	per lb.	0	0	8
21. " Pork	do.	0	0	10
22. Sausage—Strasburg, Pork	do.	0	1	3
23. Suet—Fresh, Kidney	do.	0	0	6
24. Kidneys—Ox	do.	0	0	11
25. Brains	per set	0	0	3
26. Fresh Rabbits	per pair	0	2	8
27. Poultry—First Quality	do.	0	15	0
28. Frankfurts	per bndle.	0	1	0
29. Saveloys	per doz.	0	1	6

**SCHEDULE No. 13.—COORIE MUNGLE PRISON CAMP,
HEYTESBURY FOREST.**

ANNEX TO CONTRACT No. 1945/938.

S. M. Hunt, Timboon.

Sub-schedule No. 3.

MEAT.

Security, £4.

		£	s.	d.
1. Fresh Beef	per lb.	0	0	11
2. " Mutton	do.	0	0	11½
3. Corned Beef, Rolled, without bone or cartilage	do.	0	0	10
4. Mince Meat	do.	0	0	8
5. Sausages—Mixed	do.	0	0	8
6. Sausage Meat	do.	0	0	6
7. Tripe—Fresh	do.	0	0	10
8. Frys—Lamb's	each	0	0	4
9. Dripping—Beef	per lb.	0	0	6
10. Tongues—Ox	do.	0	0	10

SCHEDULE No. 16.—SALE GAOL.

ANNEX TO CONTRACT No. 1945/939.

H. L. G. Laws, 111 Raymond-street, Sale.

Sub-schedule No. 2.

MEAT.

Security, £3.

		£	s.	d.
1. Fresh Beef—Stewing	per lb.	0	0	6½
2. " Mutton (Group D)	do.	0	0	6½
3. Sausages—Mixed	do.	0	0	6½
4. Sausage Meat (alternative)	do.	0	0	6½
5. Tripe—Fresh	do.	0	0	6½
6. Frys—Lamb's	do.	0	0	6½
7. Livers—Calves' (alternative)	do.	0	0	6½

**SCHEDULE No. 17.—PLEASANT CREEK SPECIAL SCHOOL,
STAWELL.**

ANNEX TO CONTRACT No. 1945/990.

Ada J. West, 65 Main-street, Stawell.

Sub-schedule No. 4.

MEAT.

Security, £3.

		£	s.	d.
1. Fresh Beef—Prime ribs	per lb.	0	0	9
2. " " Sirloin	do.	0	0	10
3. " " " Stewing (minced when required)	do.	0	0	7
4. Beef—Corned, Silverside	do.	0	0	9
5. Fresh Mutton—Chops (loin)	do.	0	0	8½
6. " " Sides	do.	0	0	6
7. Sausages—Mixed	do.	0	0	6
8. Frys—Lamb's	each	0	0	3
9. Tripe, fresh	per lb.	0	0	6
10. Saveloys	per doz.	0	1	2½
11. Tongues—Ox	per lb.	0	0	7

SCHEDULE No. 18.—SUNBURY DISTRICT.

ANNEX TO CONTRACT No. 1945/991.

F. Watkins Pty. Ltd., 184 Bourke-street, Melbourne, C.I.

Sub-schedule No. 5.

MEAT.

Security, £40.

		£	s.	d.
1. Fresh Beef—Forequarter	per cntl.	2	12	0
2. " " Buttocks	per lb.	0	0	9½
3. " Mutton	do.	0	0	6
4. Corned Beef, Rolled or Round, as ordered, without bone or cartilage	do.	0	0	9
5. Sausages—Mixed	do.	0	0	8
6. Sausage—Mince	do.	0	0	6
7. Tripe—Fresh	do.	0	0	5

ANNEX TO CONTRACTS NOS. 1945/992 TO 1945/993.

Schedule No. 36 (Supplementary to Gazette No. 86—June 28, 1945).

EARTHENWARE AND GLASSWARE.

Contract from 1st January, 1946, to 30th June, 1947.

1945/992.—John Dynon and Sons Security, £78.

1945/993.—Loftus Moran Pty. Ltd. Security, £12.

All Articles under Sub-Schedules A and B must be badged or impressed on the bottom of the articles with the letters "V.G." of size of not less than $\frac{3}{8}$ -in. In addition, under Sub-Schedule B, articles must be supplied with a distinguishing band of approved colour.

Where the capacity of the article is stated, such capacity shall be taken as Imperial measure containing 20 fluid oz. to the pint, and supplies shall be made accordingly, even though in this respect the Tender Board sample may not conform thereto.

Item No.	Description of Articles.	Rate.	Name of Contractor.
Sub-Schedule A.			
EARTHENWARE.			
	Weight.	£ s. d.	
	lb. oz.		
7	Cups—Tea, Sanitas, welded type handle, capacity 8 oz.	0 6 $\frac{3}{4}$ per doz.	John Dynon and Sons
24	Plates— B. and B., 7 in. overall	0 12 "	
25	Dessert, 8 in. overall	0 15 "	} Loftus Moran Pty. Ltd.
26	Dinner, 10 in. overall	1 6 "	
27	Soup, 10 in. overall	1 2 3 "	} John Dynon and Sons
29	Saucers to match cups	0 6 $\frac{3}{4}$ "	
Sub-Schedule B.			
EARTHENWARE.			
<i>All articles under this Sub-schedule to be supplied with a distinguishing band of approved colour.</i>			
1	Cups—Tea, Sanitas, welded type handle, capacity 8 oz.	0 16 6 per doz.	} John Dynon and Sons
9	Plates— B. and B., 7 in. overall	0 14 0 "	
10	Dessert, 8 in. overall	0 18 3 "	
11	Dinner, 10 in. overall	1 1 9 "	
12	Soup, 10 in. overall	1 4 9 "	
13	Saucers to match cups	0 11 9 "	
	Same quality and weight as for Sub-Schedule A.		

† Rates subject to adjustment in accordance with special conditions of the contracts.

Names and Addresses of Contractors—

John Dynon and Sons, 406 Lonsdale-street, Melbourne.

Loftus Moran Pty. Ltd., 4-10 Queen's Bridge-street, South Melbourne.

(Approved) P. L. COLEMAN,
Asst. Treasurer.

6th December, 1945.

APPROACHING LAND SALES.

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

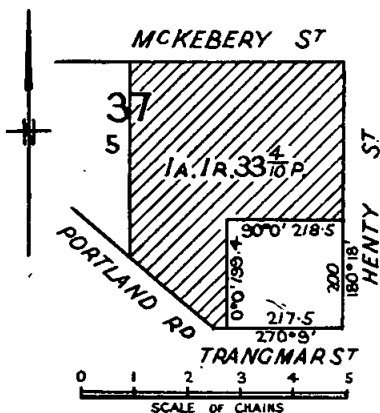
Geelong.—Thursday, 31st January, 1946	No. of Gazette. 170
Land and Survey Office, Melbourne.	

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 Orders in Council hereunder referred to, viz.:-

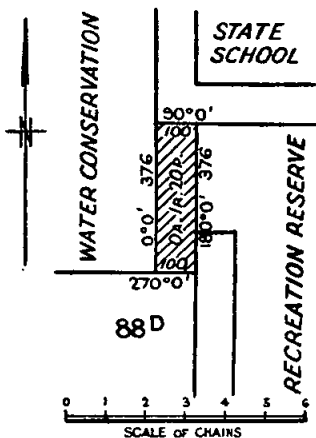
The following Notice was published 1^o on the 19th December, 1945, pursuant to Order of the 11th December, 1945.

COLERAINE.—The Order in Council of the 8th December, 1873, see *Government Gazette* 12th December, 1873, page 2163, temporarily reserving 1 acre 3 roods 23 perches of land in the Township of Coleraine as a site for State School purposes is about to be revoked so far as regards the portion comprising 1 acre 1 rood 33 4/10 perches as indicated by hachure on plan hereunder.—(C.301(1) (C.88767).



The following Notice was published 1^o on the 19th December, 1945, pursuant to Order of the 13th December, 1945.

WALLALOO.—The Order in Council of the 1st December, 1884, temporarily reserving 31 acres, more or less, of land in the Parish of Wallaloo as a site for Conservation of Water (see *Gazette* 1884, page 3261), revoked as to part by Orders of the 2nd April, 1912, and the 23rd November, 1915, is about to be further revoked so far as regards the portion comprising 1 rood 20 perches as indicated by hachure on plan hereunder.—(W.276(2) (C.89693).



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

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.

NOTE.—Plans and specifications will not be shown at school buildings from the 20th December, 1945, to the 5th February, 1946.

NOTICE TO CONTRACTORS.

AS FROM THE 8th JANUARY, 1946, INCLUSIVE, PUBLIC TENDERS WILL CLOSE AT 10 A.M. EACH TUESDAY, IN LIEU OF THURSDAY.

5th January, 1946.

Bendigo.—Erection of timber residence, Hargreaves-street, for Inspector of Works, Public Works Department. Particulars at Inspector of Works Office, Bendigo; Police Stations, Castlemaine, Inglewood. Preliminary deposit, £15. Final deposit, 2 per cent.

Branxholme.—Alterations, repairs, and painting, Police Station. Particulars at Inspector of Works Office, Stawell; Police Stations, Ararat, Branxholme, Hamilton. Deposit, £4.

Buffalo River South.—Repairs and painting, State School No. 3454. Particulars at Inspector of Works Office, Wangaratta; Police Stations, Bright, Myrtleford. Preliminary deposit, £2. Final deposit, 2 per cent.

Cardinia.—Additions and alterations, State School No. 3689, Particulars at Police Station, Dandenong. Preliminary deposit, £10. Final deposit, 2 per cent.

Caulfield.—Sewerage, water, and gas installations, Technical School. Preliminary deposit, £15. Final deposit, 2 per cent.

Coburg.—Repairs and painting, Shelter and Fuel Shed, State School No. 484. Deposit, £3.

Collingwood.—Repairs and painting, State School No. 1895. Preliminary deposit, £15. Final deposit, 2 per cent.

Fairfield.—Installation of electric light and power, Boiler House, Infectious Diseases Hospital. Preliminary deposit, £5. Final deposit, 2 per cent.

Heywood.—Repairs and renovations, Police Station. Particulars at Inspector of Works Office, Warrnambool; Police Stations, Hamilton, Heywood, Portland. Preliminary deposit, £5. Final deposit, 2 per cent.

Kensington.—Repairs and painting, State School No. 2374. Preliminary deposit, £10. Final deposit, 2 per cent.

Learmonth.—Erection of new office, garage, and additions to Residence, Police Station. Particulars at Inspector of Works Office, Ballarat; Police Station, Learmonth. Preliminary deposit, £5. Final deposit, 2 per cent. (Amended specification.)

Melbourne.—Painting and repairs to offices, V.C.A. Building, 5th Floor, 1 Collins-place. Deposit, £2.

Preston South.—Repairs and painting, State School No. 824. Preliminary deposit, £10. Final deposit, 2 per cent.

Rochester.—Repairs, &c., Police Station. Particulars at Inspector of Works Office, Shepparton; Police Stations, Rochester, Echuca, Kyabram. Preliminary deposit, £5. Final deposit, 2 per cent.

Strathmore.—Repairing fire damage, State School No. 4612. Preliminary deposit, £10. Final deposit, 2 per cent.

Upper Maffra West.—Painting, repairs, State School No. 1940. Particulars at Inspector of Works Office, Bairnsdale; Police Stations, Maffra, Sale. Preliminary deposit, £2. Final deposit, 2 per cent.

Warrenbayne West.—Repairs and painting, School and Shelter Shed, State School No. 3661. Particulars at Inspector of Works Offices, Benalla, Wangaratta; Police Station, Violet Town. Preliminary deposit, £5. Final deposit, 2 per cent.

Woomelang.—Repairs and painting, State School No. 3487, Banyan Reserve, and State School No. 3249, Watchugga West, on removal and re-erection at State School No. 3373. Particulars at Inspector of Works Office, Maryborough; Police Stations, Birchip, Sea Lake. Preliminary deposit, £3. Final deposit, 2 per cent.

15th January, 1946.

Box Hill.—Supply and installation of mechanical exhaust system, Technical School. Preliminary deposit, £3. Final deposit, 2 per cent.

Collingwood.—Repairs to stairs, State School No. 1895. Preliminary deposit, £4.

Geelong.—Supply and delivery of fluorescent lighting equipment, Gordon Institute of Technology. Preliminary deposit, £10. Final deposit, 2 per cent.

Melbourne.—Furniture and fittings (85 single desks), Police Depot, St. Kilda-road. Particulars at Inspector of Works Office, Geelong. Deposit, 2 per cent.

Melbourne.—Supply and delivery of hot cathode fluorescent lighting equipment, Centenary Hall, Exhibition-street. Preliminary deposit, £4. Final deposit, 2 per cent.

Melbourne.—Supply and installation of exhaust system for fume cupboard, Police Headquarters, Russell-street. Preliminary deposit, £2. Final deposit, 2 per cent.

Merbein.—Removal of Round Plains School No. 4253, and re-erection at State School No. 3687. Particulars at Inspector of Works Office, Maryborough; Police Stations, Mildura and Red Cliffs. Preliminary deposit, £3. Final deposit, 2 per cent.

Merbein.—Repairs and painting school building removed from Round Plains to State School No. 3687. Particulars at Inspector of Works Office, Maryborough; Police Stations, Mildura and Red Cliffs. Preliminary deposit, £2. Final deposit, 2 per cent.

Nathalia.—Repairs and painting, State School No. 2060. Particulars at Inspector of Works Office, Shepparton; Police Stations, Echuca, Numurkah. Preliminary deposit, £4. Final deposit, 2 per cent.

Oakleigh.—Furniture and fittings, Boys' Technical School. Particulars at Inspector of Works Office, Geelong. Deposit, 2 per cent.

Swan Hill.—Erection of timber residence for Inspector of Works, Public Works Department. Particulars at Inspector of Works Office, Swan Hill; Police Station, Kerang. Preliminary deposit, £15. Final deposit, 2 per cent.

Wangaratta.—Erection of timber residence for Inspector of Works, Public Works Department. Particulars at Inspector of Works Offices, Benalla, Wangaratta. Preliminary deposit, £15. Final deposit, 2 per cent.

Warrnambool.—Crushing and delivery of metal to approved sites, Mental Hospital. Particulars at Inspector of Works Offices, Geelong and Warrnambool.

Yarram.—New Police Office and accommodation in timber construction, Police Station. Particulars at Inspector of Works Office, Korumburra; Police Stations, Leongatha and Yarram. Preliminary deposit, £10. Final deposit, 2 per cent.

22nd January, 1946.

Greenvale.—Supply and installation of steam boilers, Sanatorium. Particulars at Roderick Ross and Traill, Engineers, 123 William-street, Melbourne. Preliminary deposit, £20. Final deposit, 2 per cent.

Janefield.—Electrical installation to two new Ward Buildings, Mental Hospital. Particulars at Sydney R. Bell and Associates, Engineers, 374 Little Collins-street, Melbourne. Preliminary deposit, £20. Final deposit, 2 per cent.

Kyabram.—Additional window and renovations to school plaster sheeting and painting residence, State School No. 2902. Particulars at Inspector of Works Office, Shepparton; Police Stations, Echuca and Tatura. Preliminary deposit, £4. Final deposit, 2 per cent.

28th January, 1946.

Dunolly.—New brick building, Nurses' Home, Base Hospital. Particulars at Inspector of Works Offices, Maryborough, Bendigo; Base Hospital, Dunolly. Preliminary deposit, £50. Final deposit, 2 per cent.

Piangil.—New timber residence and station, Police Station. Particulars at Inspector of Works Office, Swan Hill; Police Stations, Manangatang and Piangil. Preliminary deposit, £15. Final deposit, 2 per cent.

NOTICE TO CONTRACTORS.

AS FROM THE 8th JANUARY, 1946, INCLUSIVE, PUBLIC TENDERS WILL CLOSE AT 10 A.M. EACH TUESDAY, IN LIEU OF THURSDAY.

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, 2nd January, 1946.

PRIVATE ADVERTISEMENTS.

NOTICE is hereby given that Kenneth Wright Pty. Ltd. has applied for a lease under section 125, *Land Act 1928*, for a term of 25 years from 1st March, 1946, of allotment 59K, City of South Melbourne, as a site for a motor body works.

4920

CITY OF ESSENDON.

BY-LAW No. 101.

A By-law of the City of Essendon, made under the Local Government Acts and the Uniform Building Regulations, Victoria, and numbered 101, 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 City of Essendon 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 Mayor, Councillors, and Citizens of the City of Essendon order as follows:—

Brick Areas.

1. The areas set out and described in the First Schedule hereto are hereby prescribed as brick areas, and no person shall in any such area construct or cause to be constructed any building, the external walls of which are of material other than brick, stone, or concrete.

Limit of Two Stories.

2. The areas set out and described in the Second Schedule hereto are hereby prescribed as areas in which building of Classes II, and III, occupancy shall not be constructed to contain more than two stories, including the ground story, and no person shall in any such area construct a building of Class II, or Class III, occupancy to contain more than two stories, including the ground story.

Minimum Area, Depth, and Width of Frontage.

3. The minimum area, depth, and width of frontage specified in column 2 of Table 803 of the Uniform Building Regulations, Victoria (hereinafter called the Regulations), are hereby adopted as the minimum area, depth, and width of frontage of land on which a building of Class I, or II, occupancy shall be constructed throughout the whole of the municipal district.

Distance from Street Alignment.

4. No person shall construct any building of Class I, or II, occupancy closer to the street alignment of any land than the minimum distance from street alignment specified in column 2 of Table 803, or closer than 35 feet to the centre line of the street to which such land has a frontage.

Rear Access.

5. In the case of a building on any land forming part of a subdivision approved by the Council and lodged with the Office of Titles prior to the date of commencement of the Regulations, the requirements of clause 811 of the Regulations are hereby dispensed with.

FIRST SCHEDULE.

Brick Areas.

Armillan-road.—From Norwood-erecent to Jennings-street.
 Aberfeldie-street.—The whole.
 Ascot Vale-road.—From Puckle-street to Maribyrnong-road.
 Brewster-street.—From Napier-street to Pascoe-erecent.
 Brunton-street.—The whole.
 Bloomfield-road.—From Rothwell-street to The Crescent.
 Buckley-street.—From Pascoe Vale-road to Combermere-street.
 Carlyle-street.—The whole.
 Curtis-street.—The whole.
 Fletcher-street.—The whole.
 Holmes-road.—From N.E. Railway to Hopetoun-street.
 Kalinna-street.—The whole, and for a distance of 150 feet on either side.
 Kelvin-street.—The whole.
 Kiara-street.—The whole, and for a distance of 150 feet on either side.
 Leslie-road.—The whole.
 Levien-street.—East of Cliff-street.
 Levien-street.—150 feet north of Levien-street and 120 feet west of Levien-street.
 Lorraine-street.—From Levien-street northwards for a distance of 250 feet.
 Mantell-street.—The whole.
 Margaret-street.—The whole.
 Maribyrnong-road (north side).—From Mt. Alexander-road to Union-road.
 Milfay-avenue.—The whole.
 Mt. Alexander-road.—From Kent-street to Puckle-street.
 Mt. Alexander-road.—From Overhead Railway Bridge to Keilor-road.
 Napier-erecent (south side).—From Ardoch-street to Pascoe-erecent.
 Norwood-erecent.—The whole.
 Newhall-avenue.—The whole.
 Pascoe-erecent (west side).—From Napier-erecent to Brewster-street.
 Park-street.—From N.E. Railway to Locke-street.

Peterleigh-grove.—The whole, from Brewster-street to Napier-crescent.
 Puckle-street.—The whole.
 Railway-crescent.—The whole.
 Rose-street.—The whole.
 Riverview-road.—The whole.
 Russell-street.—The whole.
 Sherbourne-street.—The whole.
 Sydney-street.—The whole.
 Stanley-street.—The whole (except part lot 18, of 55 ft. 2 in. x 110 ft.).
 The Crescent.—The whole.
 Trinafour-street.—The whole.
 Union-road.—The whole.
 Woodland-street.—South side from Lincoln-road to Amelia-avenue.

All that area of land contained within the following boundaries, viz.:—Commencing at the intersection of the south alignment of Francis-street with the west alignment of Ascot Vale-road; thence southerly along the latter to its point of intersection with the north alignment of Ascot-street; thence westerly along the north alignment of Ascot-street to its intersection with the north-west alignment of Epsom-road; thence along such alignment to its intersection with the west alignment of Union-road; thence northerly along such alignment to its intersection with the south alignment of Francis-street; thence easterly along the south alignment of Francis-street to the commencing point on the intersection of Ascot Vale-road.

SECOND SCHEDULE.

All land within the municipal district which has a frontage to a street of a lesser width than 66 feet.

Resolution for passing this By-law was agreed to at a meeting of the Council held on the 12th day of November, 1945, and confirmed on the 10th day of December, 1945.

The common seal of the Mayor, Councillors, and Citizens of the City of Essendon was hereto affixed this 11th day of December, 1945, in the presence of—

(SEAL) G. W. TAIT, Mayor.
 P. M. SALMON, Councillor.
 L. W. SCOTT, Town Clerk.

Approved by the Governor in Council, 18th December, 1945.
 —C. W. KINSMAN, Clerk of the Executive Council. 5129

SHIRE OF RUTHERGLEN.

BY-LAW No. 7.

A By-law of the Shire of Rutherglen, made under section 197 of the *Local Government Act 1928* and numbered 7, for regulating traffic and cattle allowed to graze upon any land not enclosed by a substantial fence and for the good rule of the municipality.

IN pursuance of the powers conferred by the *Local Government Act 1928*, the President, Councillors, and Ratepayers of the Shire of Rutherglen order as follows:—

1. The adoption of Division 9 of Part 1 of the 13th Schedule of the *Local Government Act 1928* as part of By-law made by the Council is hereby repealed.

2. By-law No. 4, for or with respect to regulating traffic, prohibiting or regulating cattle being allowed to graze on roads, and for the good rule of the municipality is hereby repealed.

3. The owner or occupier of any property within the Shire may graze cattle upon such portions of the roadway upon which any property owned or occupied by him abuts and upon no other unless the cattle are being removed for any of the following purposes:—

- Transference from one property or one paddock to another for any purpose whatever when the use of any roadway is indispensable for any such purpose.
- Transferring the cattle from one place to another on the change of ownership of such cattle.
- Taking the cattle directly from any property to any saleyard or to any railway yard for trucking.
- Taking the cattle for water, for shearing, for dipping, or for any other essential purpose.

Provided that in each such case the cattle shall be under the control of the owner thereof or some other person acting for him, and that proof that the cattle are being taken on to any roadway or roadways other than on to the portions of roadway or roadways on which the property or properties of the owner or the occupier abut for any of the purposes recounted in the above sub-clauses shall be upon the owner of such cattle.

4. Every person who drives cattle from any other town, shire, or district through the Shire of Rutherglen, from boundary to boundary, shall, prior to entering the Shire with

No. 2.—12269/45.—2

any cattle, notify the Council's Herdsman of his intention so to do, and shall state the number and kind of cattle, the name and address of the owner or owners thereof, as well as his own, the starting point and time, the route to be taken, and the intended destination of the cattle, and failure to give such notification or to supply any or all of the information set forth shall be guilty of an offence hereunder.

5. Every person who drives cattle through the Shire aforesaid shall proceed with them along a direct route, as far as practicable, and at the rate of not less than six miles per day in the case of sheep, and ten miles per day in the case of other cattle, until they reach the point at which they will cross the boundary of the Shire towards their destination.

6. Every person guilty of an offence against this By-law shall be liable to a penalty of not more than Ten shillings for each head of cattle and not more than Five shillings for each head of sheep, provided that the aggregate maximum penalty shall not exceed £20.

7. This By-law shall apply to and have operation throughout the whole of the Shire of Rutherglen.

Resolution for passing this By-law agreed to by the Council the 2nd day of November, 1945, and confirmed the 7th day of December, 1945.

The common seal of the municipality was affixed hereto by authority of the Council and in our presence this 7th day of December, 1945—

(SEAL) S. P. DIFFEY, President.
 GEORGE S. SMITH, Councillor.
 F. J. OGDEN, Acting Shire Secretary.

Companies Act 1938.

MULCAIR BROS. PROPRIETARY LIMITED (IN LIQUIDATION).

NOTICE is hereby given, pursuant to section 226 of the *Companies Act 1938*, that at a General Meeting of Mulcair Bros. Proprietary Limited, at Moore-street, Rochester, on the 31st day of December, 1945, a Special Resolution was passed, resolving that the company be wound up voluntarily, and that Thomas Mulcair, of Moore-street, Rochester, be appointed liquidator for the purpose of such winding up.

Dated this 31st day of December, 1945.

5126 T. MULCAIR, Liquidator.

PURSUANT to the *Trustee Act 1928*, notice is hereby given that all persons having claims against the estate of Mark Daffy, late of Beecae, grazier, deceased (who died on the 27th day of October, 1945, and probate of whose will was granted to James Daffy and Mary Eileen Daffy, both of Beecae, grazier and spinster respectively), are hereby required to send particulars, in writing, of such claims to the executor and executrix, care of the undersigned, on or before the 22nd day of February, 1946, after which said date the said executor and executrix will proceed to distribute the assets of the testator amongst the persons entitled thereto, having regard only to the claims of which they shall then have had notice, and will not be liable for the assets so distributed, or any part thereof, to any person of whose claim they shall not have had notice.

Dated this 19th day of December, One thousand nine hundred and forty-five.

CUNNINGHAM, BYRNE, & LARKINS, of Murray-street, Colac, solicitors for the applicants. 5124

WILLIAM ROBERT RENNIE MILLAR, late of 12 Sycamore-grove, East St. Kilda, radio announcer, DECEASED (who died on the 16th day of July, One thousand nine hundred and forty-five).

CREDITORS, next of kin, and all other persons having claims against the estate of the deceased are required by the executor of the will, Henry Charles Martin, of 1 Helenslea-road, Caulfield, clerk, to send particulars to him on or before the 15th day of March, One thousand nine hundred and forty-six, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

Dated this 2nd day of January, One thousand nine hundred and forty-six.

KRCROUSE, OLDHAM, & DARVALL, solicitors, of 352 Collins-street, Melbourne. 5127

MINING NOTICES.

SOUTH VIRGINIA GOLD MINING COMPANY NO LIABILITY.

NOTICE is hereby given that a Call (the 11th) of Six pence per share has been made upon all the shares in the company, due and payable to the manager, at the registered office, 140 Queen-street, Melbourne, on Wednesday, 9th January, 1946.

5128 F. L. SMYTH, Manager.

**GOLD PROSPECTING AND DEVELOPMENT
NO LIABILITY.**

CALL NOTICE.

NOTICE is hereby given that a Call (No. 3) of £1 per share (making shares fully paid up to £5 each) has been made on contributing shares in the above company, due and payable to me, at the registered office, 422 Collins-street, Melbourne, on Wednesday, 9th January, 1946.

By order of the Board,

5125

FRANK COOPER, Manager.

IMPOUNDINGS.

BANNOCKBURN.—Impounded at Bannockburn, by Ranger.

1 bay draught gelding, white legs, blaze face, no visible brand
1 bay draught mare, white legs, off front leg white, blaze face, no visible brand

If not claimed and expenses paid, to be sold on 14th January, 1946.

5123—5/4

J. L. DAVIES,
Poundkeeper.

DARTMOOR.—Impounded at Dartmoor.

1 woolly sheep, no visible brand

If not claimed and expenses paid, to be sold.

5110—3/4

ALEX. McKINNON,
Poundkeeper.

HEIDELBERG.—Impounded at Heidelberg.

1 brown mare, 1 hind leg white
1 bay gelding, shod, indistinct brand

If not claimed and expenses paid, to be sold on 16th January, 1946.

5121—4/8

R. J. ADDICOTT,
Poundkeeper.

KIRKSTALL.—Impounded in Kirkstall Pound.

1 red bull, back notch out of near ear, no visible brand

If not claimed and expenses paid, to be sold on 10th January, 1946.

5122—4/

JOHN PATTERSON,
Poundkeeper.

MELTON.—Impounded at Melton.

1 bay gelding, delivery sort, near front off hind legs and face white, 1423 near shoulder
1 bay draught mare, near front and hind fetlocks white, blaze

If not claimed and expenses paid, to be sold on 18th January, 1946.

5117—5/4

GEO. MINNS,
Poundkeeper.

STANHOPE.—Impounded at Stanhope.

1 brown draught gelding, white hind legs, one white front leg, white face, rat tail, no visible brand

2 roan heifers, no visible brand

1 red and white heifer, no visible brand

1 red and white poley heifer, no visible brand

1 red heifer, several white spots, no visible brand

If not claimed and expenses paid, to be sold on 17th January, 1946.

5116—7/4

W. PAYNTER,
Poundkeeper.

WERRIBEE.—Impounded at Werribee, from Werribee

South, on 27th December, 1945, by W. E. Chandler.

1 bay mare, black points, hog mane, near hind heels white, good sort, like IH on near shoulder

1 dark-brown pony gelding, like horseshoe on near shoulder, rope on neck

If not claimed and expenses paid, to be sold on 17th January, 1946.

5120—6/8

TIMOTHY MAHER,
Poundkeeper.

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.

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VICTORIA GOVERNMENT GAZETTE.

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No. 3]

MONDAY, JANUARY 7.

[1946

Factories and Shops Acts.

DETERMINATION OF THE CARPENTERS BOARD.

NOTE.—This Determination applies to the whole of the State of Victoria.

Carpentry and Joinery were proclaimed on 23th November, 1923, as Apprenticeship Trades under the *Apprenticeship Act* 1923 for the Metropolitan District.

Full particulars of the apprenticeship regulations for these trades may be obtained on application to the Secretary, Apprenticeship Commission, 103 Russell-street, Melbourne. (Price 3d.)

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which, since 17th May, 1939, has had the Power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons—

(a) employed in the process, trade, or business of—

- (i) a carpenter or joiner (other than a carpenter or joiner subject to the Determinations of the Agricultural Implements Board and the Wharfs and Jetties Board);
- (ii) fixing or repairing in or on buildings, architraves, skirtings, or mouldings made of sheet metal 10-gauge or lighter;
- (iii) fixing metal ceilings or laying wood block or parquet flooring.

(b) fixing corrugated asbestos-cement sheeting on walls of buildings—

has made the following Determination, namely:—

(i) That as from the operative date as prescribed in clause (ii) hereof the last previous Determination of this Board shall be revoked and replaced by this Determination.

(ii) (a) Part I hereof, with the exception of clause 10 (Work on Public Holidays) shall come into force from the beginning of the next pay period to commence after the 22nd October, 1945, and shall continue in force whilst the Building Trades of Victoria Award of the Commonwealth Court of Conciliation and Arbitration remains in force.

Clause 10 (Work on Public Holidays) shall come into operation as from the 22nd November, 1945, and shall continue in operation whilstsoever the other provisions of this Part remain in operation.

If and when the provisions of this Part ceases to apply by virtue of the limitation prescribed in the first paragraph, all employees covered by the said provisions will automatically be subject to the provisions of Part II hereof.

(b) Part II hereof shall come into force from the beginning of the next pay period to commence after the 22nd October, 1945.

PART I.

1. This Part applies only in respect of the employment of persons on the construction renovation repair alteration or demolition of buildings performed on the site thereof, and in particular it shall have no application—

- (i) to employment by an employer in any industry where the work performed by the employee is subsidiary or auxiliary, to the chief and principal purpose and business of such industry; or
- (ii) to employment in workshops or joinery mills.

2.

WAGES.

	<i>s. d.</i>
Adult Employees (other than Apprentices)	3 6 ⁹ / ₂₂ per hour.

ADDITIONAL PAYMENTS.

3.(i) In addition to the amounts, otherwise prescribed, there shall be paid to:—

- (a) A "casual hand," as defined herein, 3d. per hour extra for the time employed, such time not to be less than two hours.
- (b) A "leading hand," as defined herein, 1s. per day.
- (c) An employee working pursuant to the order of his employer in a "wet place," as defined herein, 1s. per day.
- (d) An employee engaged on insulation work, as defined herein, 4d. per hour extra.
- (e) An employee, whatever work he be engaged on, who completes his work at night after trams and other public conveyances have ceased running and for whom the employer does not provide a conveyance to take him home, such sum as will provide such a conveyance.
- (f) An employee receiving notice to present himself for work by his employer, and whose services on presentation are not required, the sum of 5s. together with any expenses necessarily incurred in travelling to and from such job but such expenses shall not be deemed to have been so incurred when the employer provides, or offers to provide, a reasonable conveyance free of charge.
- (g) An employee whose clothes or tools have been spoiled by acids, sulphur, or other deleterious substance, such an amount to cover the loss occasioned thereby, as may be agreed upon.

To obtain the benefit of paragraph (c) hereof, an employee shall inform the employer on engagement of his place of residence, and in the event of a change of residence shall inform the employer within seven days of his new address. An employee giving an incorrect address shall only be entitled to claim such benefits after seven days' notice of his correct address.

(ii) *Shifts.*—Payments for shift work shall be at the ordinary rates for the first or day shift, and at time and a half for the second and the third shift, if any.

HOURS.

4. (a) The ordinary hours shall be 44 per week to be worked in five or five and a half days, the daily hours being respectively 8 hours 48 minutes Monday to Friday inclusive or 8 hours Monday to Friday inclusive and 4 hours on Saturday between the hours of 7.30 a.m. and 5.30 p.m. Monday to Friday inclusive and 7.30 a.m. to 12 noon on Saturday. The lunch break shall be not less than 42 minutes.

(b) The ordinary working hours of employees on shift work shall be eight per shift.

OVERTIME.

5. (i) All time worked beyond the ordinary hours of work as set out in Clause 4 shall be paid for at the rate of time and a half for the first two hours, and double time thereafter.

(ii) All time worked on Sundays shall be paid for at the rate of double time.

(iii) An employee who has left the premises in which he is employed and is recalled to work after the usual ceasing time for less than one hour shall receive payment for one hour at overtime rates.

(iv) If an employer requires an employee to work during the luncheon time as prescribed in clause 4 (a) of this Part, he shall allow the employee whatever time is necessary to make up the prescribed luncheon time. If an employer requires an employee to work during the prescribed luncheon time, or during such luncheon time and continuously during any further time thereafter up to the substituted luncheon time, he shall pay double time for such work. Provided that the employer shall not be bound to pay in addition for any time allowed in substitution for the prescribed luncheon time, and provided further that if the luncheon time is shortened to 42 minutes at the request of the employee, the employer shall not be required to pay any extra rate in respect of such shortening of the luncheon time.

(v) Overtime work by shift workers on the second or thirds shifts shall be paid for at double rates.

INCLEMENT WEATHER.

6. Each employee shall be paid an allowance at ordinary rates for time lost through inclement weather, subject to the following conditions:—

(i) That such allowance shall not exceed the equivalent of eight hours pay in any one week.

(ii) That weather shall not be regarded as inclement for the purposes of this clause, unless the employer or his representative on the job, and a representative of the men on such job, agree that it shall be so regarded. Failing such agreement weather shall not be regarded as inclement and work shall continue.

(iii) Any intermission of work owing to inclement weather so regarded as aforesaid shall immediately cease and work shall be immediately resumed on the employer or his representative calling for a resumption of work.

(iv) An employee shall not be entitled to payment as provided for in this clause, unless he remains on the job until a decision to cease work for the day has been made by agreement between the employer or his representative and a representative of the men.

(v) The intermission of work by employees who would be exposed to or working in inclement weather so regarded in accordance with this clause shall not be a ground for intermission of work in places where employees are not so exposed to or are not called upon to work in such inclement weather.

ALLOWANCE IN RESPECT OF EXCESS FARES AND TRAVELLING TIME.

7. (a) The following payments shall be made in lieu of fares and travelling time within the radii named using G.P.O., Melbourne (cr. Bourke and Elizabeth-streets) or the principal post offices at Ballarat, Bendigo, and Geelong as centres:—

	s.	d.
Up to and including 12 miles	2	0
Over 12 miles and including 20 miles	2	6
Over 20 miles and including 30 miles	3	0

These allowances shall not be payable if the employer provides or offers to provide transport free of charge, in which case 1s. 4d. per day travelling allowance shall be paid.

(b) Where fares are necessarily incurred on district jobs, as defined in clause 8 (a) of this Part, or on work performed outside the radii named in sub-clause (a) hereof the provisions of that sub-clause shall apply except that the local Post Office shall be the centre.

ALLOWANCES IN RESPECT OF DISTANT JOBS.

8. (a) When distance and/or travelling facilities reasonably prevent an employee going from and returning each day to his usual place of residence suitable board and sleeping accommodation including stretcher and mattress for each employee shall be provided. When work is situated away from suitable accommodation, the employer shall supply tents or huts with sleeping accommodation therein including stretcher and mattress for each employee in addition to any allowance provided in this clause; the allowance to be made shall be—

	s.	d.
For less than a full week	10	0
For a full working week at the rate of	42	0

(b) In lieu of the payments prescribed in clause 7 (a) of this Part an employee to whom sub-clause (a) applies shall be paid travelling time (not exceeding ordinary working hours per day) at ordinary rates of pay, and, where incurred, second-class return fare, and 5s. to cover expense of reaching his home railway station and transport of tools if any cost necessary. Provided that the return fare shall not be payable if the employee is dismissed for misconduct or is held incompetent within one week of starting work or leaves within one month of engagement. Travelling time shall be calculated as from Spencer-street and Flinders-street Railway Stations or the home Central Railway Station (if residing in the country) to destination by rail or usual travelling facilities.

(c) If an employee elects to return to his home at the week end after three months of continuous service and thereafter at three-monthly periods he shall be paid a second-class return fare (Victorian Railways only) on the pay day which immediately follows the date on which he returns to the job.

If the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of three months this sub-clause shall not apply.

ALLOWANCE IN RESPECT OF MEALS.

9. Where an employee is required to work overtime in excess of one hour and has not been given notice of same on the previous working day, he shall be allowed an amount of 2s. 6d. for a meal. When working overtime for two hours or more, employees shall be allowed to take, without deduction of pay, 20 minutes for crib immediately after the ordinary ceasing time, and thereafter 30 minutes for crib shall be allowed after each four hours of continuous work. Provided that where an employee works overtime for two hours without taking the prescribed interval of 20 minutes, he shall be deemed to have worked two and one-third hours.

WORK ON PUBLIC HOLIDAYS.

10. Double time shall be paid for work performed on New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, King's Birthday, Melbourne Cup Day, Boxing Day, and Christmas Day.

EXCESS OF HOURS.

11. An employee who has worked continuously (except for meal intervals) for 20 hours, shall have a break of at least twelve hours before again starting work

REST PAUSE.

12. (a) There shall be a rest period of ten minutes from the time of ceasing to the time of resuming work between the hours of 9.30 a.m. and 11 a.m. without deduction of pay.

(b) The employer shall provide facilities to enable the employees to obtain an adequate supply of boiling water at meal times and rest periods.

ANNUAL LEAVE.

13. (a) Subject to the provisions of sub-clauses (c) and (d) hereof, a period of fourteen consecutive days inclusive of public holidays occurring during the period shall be allowed as leave annually to all employees after twelve months' continuous service (less the period of annual leave) with an employer. Unless otherwise mutually agreed upon between an employer and the employee concerned, in which case the leave shall be given and taken within three months of becoming due, such leave shall be given and taken in conjunction with the Christmas and New Year holidays.

(b) If after 88 hours' continuous service, excluding overtime, in any qualifying twelve-monthly period an employee leaves his employment or his employment is terminated by the employer, the employee shall be paid 1/13th of a week's wage in respect of each completed 88 hours of continuous service in respect of which leave has not been granted hereunder.

(c) Where an employee absents himself from work during any qualifying period of service for any reason other than a reason set out in sub-clause (d) hereof, the amount of leave or payment in lieu to which he would otherwise be entitled under sub-clauses (a) and (b) hereof, shall be reduced by 1/50th for each week or part thereof during which any such absence occurs.

(d) For the purpose of administering the provisions of this clause, service shall be deemed to be continuous notwithstanding an employee's absence from work for the following reasons:—

(i) Injury received during the course of employment and for which an employee received Worker's Compensation—up to a maximum period of two months.

(ii) Any reason satisfactory to the employer or, in event of dispute, the Secretary for Labour.

(iii) Where called up for military service up to three months in any qualifying period.

(e) Each employee before going on leave, shall be paid in advance the wage which would ordinarily accrue to him during the currency of the leave.

(f) Service before the 1st day of October, 1945, shall be disregarded for the purpose of calculating annual leave.

(g) Notwithstanding anything elsewhere contained in this Determination, an employer giving leave at the Christmas-New Year period may, at his option either:—

(i) Stand off without pay during the period of leave any employee who has not then qualified for the full period; or

(ii) Stand off for the period of leave any employee who has not then qualified for fourteen consecutive days' leave and pay him pro rata for the leave for which he has then qualified on the basis of one-thirteenth of a week's wages in respect of each 88 hours' consecutive service (exclusive of overtime) during his current qualifying twelve-monthly period.

TOOLS.

14. (i) The employer shall provide the following tools when they are required on the job:—Dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, star bits, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowel plates, tramells, hand-and-thumb screws, spanners, and soldering irons.

(ii) When an employee is discharged, he shall be allowed one and a half hours for grinding tools, or shall receive instead one and half hours' pay. This sub-clause shall not apply to an employee engaged as a "casual hand" or to an employee dismissed for misconduct or inefficiency.

(iii) The employer shall provide for the use of carpenters and joiners a suitable grindstone on any job where a grindstone is reasonably necessary, together with power (hand or driven) for turning the same.

LOCK-UP FOR EMPLOYEES TOOLS.

15. On all jobs in towns and cities the employer shall provide a suitable waterproof lock-up in which to store employees' tools.

POSTING NOTICES.

16. No employer shall prevent an official of the Society from posting at any time a copy of this Determination, or any notice of the Society, not exceeding 14 inches by 9 inches, in a suitable place on any job.

PAYMENT OF WAGES.

17. Wages, allowances, and other monies due shall be paid not later than the time of ceasing work on Thursday of each working week, or otherwise by mutual arrangement. On termination of employment by the employer all wages, allowances, and other monies shall be paid at the time of dismissal.

INSPECTION OF TIME SHEETS AND BOOKS.

18. The Secretary for Labour may authorize at any time (except pay day) or place, the inspection of all wages sheets, time sheets or other wages records by a person nominated by The Building Workers Industrial Union of Australia and approved by approved by the Secretary for Labour, provided that 24 hours' notice of such inspection is given to the employer.

SANITARY CONVENIENCES.

19. Employers shall provide on all jobs suitable sanitary convenience.

TERMINATION OF EMPLOYMENT.

20. One hour's notice of termination of employment shall be given by either employer or employee or one hour's pay shall be paid or forfeited in lieu thereof. Such hour shall be allowed the employee to gather, clean, pack and transport his tools.

JUNIOR LABOUR.*

21. (i) The proportion of unapprenticed boys to journeymen employed shall not exceed one to four on buildings, provided that any employer who employs two adults may employ one unindentured boy.

(ii) Unindentured boys shall receive the same rate of wages as is prescribed in sub-clause (iv) of clause 22 hereof, and shall receive overtime and allowance in accordance with sub-clause (x) of that clause.

(iii) No unindentured boy under nineteen years of age shall be allowed to attend winches, sling timber or work power-driven machinery.

APPRENTICES.

(Except those covered by the Apprenticeship Commission.)

22. (i) All apprenticed boys employed in the trade shall be legally indentured for five years, in accordance with the form of indenture prescribed by the Board, but each boy shall be allowed three months' probation, which shall be reckoned portion of his apprenticeship should he be afterwards indentured.

The calculation of the above proportion shall be based, when a new apprentice is proposed to be taken on, upon the aggregate number of employees on full time employment for the six preceding months. If an employer is actually working in the trade, he shall count as one journeyman.

(ii) If an employer is unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, who may take and employ him as such apprentice, and for that purpose such employee, if required so to do, shall assign the deed of apprenticeship to such other employer.

(iii) No employer shall be entitled to take an apprentice unless he has been in business for at least one year, but this shall not apply to joinery mills.

(iv) Apprentices' wages shall be not less than the following:—

	Percentage of Total Basic Wage.	Total Wage Payable—		
		Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
		Per Week.	Per Week.	Per Week.
		£ s. d.	£ s. d.	£ s. d.
1st six months	20	0 19 6	1 1 0	0 19 0
2nd " "	25	1 4 6	1 6 0	1 3 6
2nd year	30	1 9 6	1 11 6	1 8 6
3rd year	45	2 4 0	3 7 0	2 2 6
4th year	65	3 3 6	3 8 0	3 1 6
5th year	85	4 3 6	4 9 0	4 0 6

The total wages of apprentices shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(iv) (a) A tool allowance of 1s. a week shall be paid to apprentices in their third, fourth, and fifth year.

(v) Every apprentice shall, during the second and third year of his apprenticeship, attend, at least two nights in each week, the classes in joinery and building construction and architecture provided at a Technical College, and the fees actually paid per quarter shall, unless such fees have been paid by the State Government, be refunded by the employer on production of a certificate from the instructor that the apprentice has satisfactorily attended the classes during such quarter.

(vi) Should an apprentice at the time of being apprenticed produce a certificate from a technical school that he has attended a technical school in two of the three subjects named for one year prior to being apprenticed, he shall be entitled to 2s. 6d. extra per week in addition to the wages hereinbefore provided in sub-clause (iv) hereof.

(vii) Should an apprentice during the third or any subsequent year of his apprenticeship produce a certificate from the examiners, that he has attended a two years' course and passed an examination at a technical school in two out of the three subjects named, he shall be entitled to be paid an additional sum of 2s. 6d. per week in addition to the wages prescribed by sub-clause (iv) hereof, and in addition to the 2s. 6d. prescribed in sub-clause (vi) hereof, where payable, for the remainder of the term of his apprenticeship.

(viii) Any employers having apprentices shall provide all heads, hollows, rounds, ploughs, cash fillisters and moulding planes required for the use of the apprentices.

(ix) No apprentice under nineteen years of age shall be allowed to attend winches, sling timber or work power-driven machinery.

(x) Where apprentices are required to work overtime, or are sent to distant jobs, &c., all provisions covering journeymen shall, in regard to rates of pay, be proportionately and, in regard to travelling expenses, be equally applicable.

DEFINITIONS.

23. (a) "Casual hand" means any hourly employee employed for a period of less than five days—exclusive of overtime—not dismissed summarily for misconduct or inefficiency and not voluntarily leaving his employment.

(b) "Insulation work" means such work as involves the handling of charcoal, pumice, or other recognized insulating material, but does not include the handling of malthead or the making of ice-chests or insulated doors, nor such work as is ordinarily done in a factory.

(c) "Leading hand" means such tradesman as is given the responsibility by the employer or his duly authorized representative of directing and supervising the work of not less than two other tradesmen.

(d) "Rate of double time" for weekly employees means, as to holidays in clause 10 of this Part, and as to continuous work after overtime work during luncheon hour in sub-clause (iv) of clause 5 of this Part, an extra payment at the ordinary rate in addition to the rate ordinarily receivable.

(e) "Wet place" means a place where water is dripping from overhead so that the clothing of an employee becomes saturated, or a place where the employee has to stand in water exceeding 2 inches in depth, so that the feet of such employee become wet.

(f) "Society" means the Victorian Section of the Amalgamated Society of Carpenters and Joiners of Australia.

(g) "Carpenter and joiner" means any person engaged upon construction work, including erection, repair, ornamentation, demolition, or any other forms of such work, and upon the making, preparing and fixing of all necessary woodwork and fittings in connexion therewith, and upon the making, preparing and fixing of any other material necessitating the use of carpenters' tools or machines in lieu thereof, including metal shop fronts and fittings other than in workshops and joinery mills.

* Note.—The employment within the Metropolitan District of any unindentured boy is illegal.

APPRENTICES.

24. The provision of clause 20 of this Part shall not apply to the employment of apprentices.

PERIODICAL ADJUSTMENT OF WAGES.

25. The wages rates set out in Clause 2 of this Part are based upon the following basic wage and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically increased or decreased by the same amount and at the same time as such basic wage. The basic wage rates shown hereunder shall be adjusted as prescribed in Clause 26.

Table "A" Basic Wage.

Place.	Needs Basic Wage Adjustable.	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	£ s. d.	£ s. d.	
Throughout the State	4 12 0	0 6 0	4 18 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

26. For work done before the beginning of the first pay period to commence in November 1945, the amounts of the basic wage shall be as prescribed in Clause 25 of this Part.

For work done during each future pay period of or near a quarter beginning with the first pay period to commence in a November, a February, a May, or an August, the amounts of the basic wage shall be adjusted by the following method according to the position and fluctuations (if any) of the Commonwealth Statistician's "All Items" retail price index numbers.

For the purposes of this Determination the expression "Commonwealth Statistician's 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:—

- (1) The index number set to be applied to a place is that assigned thereto in clause 25 of this Part.
- (2) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.
- (3) The amount assigned in the following table (or in any extension thereof) to the index number division comprising that number is to be ascertained.
- (4) The basic wage shall be of that amount assigned during such successive period.

Table "B".

Index Number Divisions.				Basic Wage.		Index Number Divisions.				Basic Wage.	
				£ s. d.						£ s. d.	
994-1006	..	..	..	4	1 0	1118-1129	..	..	..	4	11 0
1007-1018	..	..	..	4	2 0	1130-1141	..	..	..	4	12 0
1019-1030	..	..	..	4	3 0	1142-1154	..	..	..	4	13 0
1031-1043	..	..	..	4	4 0	1155-1166	..	..	..	4	14 0
1044-1055	..	..	..	4	5 0	1167-1179	..	..	..	4	15 0
1056-1067	..	..	..	4	6 0	1180-1191	..	..	..	4	16 0
1068-1080	..	..	..	4	7 0	1192-1203	..	..	..	4	17 0
1081-1092	..	..	..	4	8 0	1204-1216	..	..	..	4	18 0
1093-1104	..	..	..	4	9 0	1217-1228	..	..	..	4	19 0
1105-1117	..	..	..	4	10 0	1229-1240	..	..	..	5	0 0

Any extension of this table must be of the same construction as the table.

The wages of apprentices shall be the percentages of the total basic wage prescribed for the area in which they are employed calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

PART II.

1. This Part applies in respect of the employment of all persons coming within the ambit of the Determination, other than those provided for in Part I. hereof.

2.

Wages.

(a)	Total Wage Payable—			
	Adult Employees (other than Apprentices).	Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O. Geelong; at Warrnambool, and within Mittera and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
		£ s. d.	£ s. d.	£ s. d.
(i) Engaged on stock work, including 1s. tool allowance ..	6 2 0 per week	6 8 6 per week	5 19 0 per week	6 8 6 per week
(ii) Engaged on shop work (shop or joinery mills or mixed industry) including 2s 6d. tool allowance ..	6 15 0 per week	7 1 6 per week	6 12 0 per week	7 1 6 per week
(iii) The hourly wage is that amount obtained by dividing the relevant weekly wage set forth in sub-clauses (i) and (ii) hereof by 48 or 44 or such other weekly hours figure as the employee ordinarily works where employed				
(iv) Engaged on building construction work ..	3 2 ⁵ / ₁₁ per hour	3 4 ⁵ / ₂₂ per hour	3 1 ⁷ / ₁₁ per hour	3 1 ⁷ / ₁₁ per hour

The amounts stated in this sub-clause include wartime loadings as follows. For work mentioned in—

- (i) hereof, at the rate of 4s. per week.
- (ii) and (iv) hereof, at the rate of 6s. per week.

These loadings are not to be taken into account in the calculation of overtime or other penalty rates prescribed by the Determination.

(b) Where an employee is employed in a "mixed industry" and does building construction work in connexion with such industry, he shall be paid the rate prescribed for shop work in sub-clause (a) hereof, provided that, if within three months after his first employment in such mixed industry his employment shall have been terminated for any other cause than misconduct or his voluntary act, he shall on such termination be entitled to be paid such amount as will, on the whole, make his wages during the period of his employment equal to that payable under sub-clause (a) (iv) hereof for building construction work, the rate per hour being ascertained by dividing the total amount of the weekly rate therein prescribed by the number of standard hours per week then prevailing in that industry.

(c) Where an employee, employed in an employer's shop, works by direction of his employer on a building fixing therein or thereon material made in such employer's shop, he shall be paid for such work the rate prescribed for shop work in sub-clause (a) hereof, provided that, if within three months after his first employment in such shop his employment shall have been terminated for any other cause than misconduct or voluntary act of the employee, he shall on such termination be entitled to be paid such amount as will, on the whole, make his wages during the period of his employment equal to that payable under sub-clause (a) hereof for building construction work.

ALLOWANCES AND ADDITIONAL PAYMENTS.

3. (i) In addition to the amounts, otherwise prescribed, there shall be paid to:—

- (a) A "casual hand," as defined herein, 3d. per hour extra for the time employed, such time not to be less than two hours.
- (b) A "leading hand," as defined herein, 1s. per day.
- (c) An employee working pursuant to the order of his employer in a "wet place," as defined herein, 1s. per day.
- (d) An employee engaged on insulation work, as defined herein, 4d. per hour extra.
- (e) An employee engaged in the course of his employment to a job necessitating his absence from home for a night, 6s. per day for the first seven days, and 30s. per week thereafter, together with free transport for himself and his tools.
- (f) Shop employee, the ordinary rate for all time reasonably and necessarily taken by him in travelling to and returning from any job outside the employer's works or premises in excess of that ordinarily taken by him in going to such works and premises from his home, and returning thereto, together with all fares necessarily incurred thereby.
- (g) Except as to work within a radius of 12 miles of the G.P.O., Melbourne, an employee on construction work, other than an employee in a "mixed industry," all fares necessarily incurred in travelling to and returning from the job to his home above 4d. per day. As to work performed by an employee within the above-mentioned radius, there shall be added to the wages of such an employee, computed as in the Determination prescribed, an allowance at the rate of 2s. per week in lieu of excess fares.
A fare shall be deemed to have been necessarily incurred, under this paragraph, or such additional payment, shall be made if the employee uses a bicycle or other means of locomotion, or walks instead of using a public conveyance, but a fare shall not be deemed to have been so incurred or such payment shall not be required to be made where the employer provides or offers to provide a reasonable conveyance free of charge.
- (h) An employee, whatever work he be engaged on, who completes his work at night after trains and other public conveyances have ceased running, and for whom the employer does not provide a conveyance to take him home, such sum as will provide such a conveyance.
- (i) An employee receiving notice to present himself for work by his employer, and whose services on presentation are not required, the sum of 5s. together with any expenses necessarily incurred in travelling to and from such job, but such expenses shall not be deemed to have been so incurred when the employer provides, or offers to provide, a reasonable conveyance free of charge.
- (j) An employee whose clothes or tools have been spoiled by acids, sulphur, or other deleterious substances, such an amount to cover the loss occasioned thereby, as may be agreed upon.

To obtain the benefits of paragraphs (f), (g) (except as to work performed within 12 miles of the G.P.O., Melbourne), and (h) hereof, an employee shall inform the employer on engagement of his place of residence, and in the event of a change of residence shall inform the employer within seven days of his new address. An employee giving an incorrect address shall only be entitled to claim such benefits after seven days' notice of his correct address.

(ii) *Shifts*.—Payments for shift work shall be at the ordinary rates for the first or day shift, and at time and a half for the second and the third shift, if any. This sub-clause shall not apply to carpenters and joiners in a mixed industry where the general body of employees is covered by an Arbitration Court Award, Order, or Agreement, or by a Wages Board Determination other than that of the Carpenters Board.

HOURS.

4. (a) The ordinary working hours of carpenters and joiners employed in shops or joinery mills shall be 44 per week, to be worked between the hours of 7.15 a.m. and 5.15 p.m. from Monday to Friday, inclusive, and between 7.15 a.m. and noon on Saturday.

(b) The ordinary working hours of employees on any building construction shall be 44 per week to be worked between the hours of 8 a.m. and 5 p.m. from Monday to Friday inclusive (with one hour off or such other time as may be agreed upon between the employer and the Society for luncheon between noon and 1 p.m.) and between 8 a.m. and noon on Saturday.

Provided that the Society and any employer party may agree that any earlier time than 8 a.m. may be substituted for 8 a.m. in respect of that employer party.

(c) The ordinary working hours of employees on shift work shall be eight per shift.

(d) Employees employed in a "mixed industry" shall work the hours or shifts in that industry.

HOLIDAYS.

5. (a) An employee shall be entitled to receive the following holidays:—New Year's Day, Australia Day, Christmas Day, Boxing Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, and one other day, except as provided hereunder, to be mutually agreed upon by the employer and the Federal Secretary or the State Secretary of the Society. Unless and until otherwise so mutually agreed, such other day shall be King's Birthday.

(b) *Optional Holiday*.—On or before the 7th day of December in each year the Society shall give the employer written notice of the number and names of his employees who do not intend to work during the working days between Christmas Day and New Year's Day. In default of such notice the employer may circularize his employees to obtain such information, and the employees intending not to work on such days shall inform the employer on or before the 14th day of December accordingly.

If the number of employees, whether members of the Society or not, who inform the employer either by means of the Society or otherwise that they do not intend to work on such days exceeds 33 per cent. of all the employees, whether members of the Society or not, in the employer's business, then the employer may, if he chooses, close down his business on those days; provided that he gives notice to his employees on or before the 21st day of December that he intends so to do. Where such number of employees is 33 per cent. or under, then the employer shall keep his business open for work on such days. In cases where the business is kept open for work, the employer may require the employees presenting themselves for work to work in any capacity he appoints, whether in their usual or ordinary work, or not, provided that the employees shall be paid at their usual or ordinary rates for such work as they are called on to do.

If any employee whose name has not been submitted by the Society as provided herein, or who has not informed the employer on or before the 14th day of December that he does not intend to work on the days in question, absents himself from work without just cause or excuse when the business is open for work on such days, then such employee shall be deemed to be guilty of neglect of duty within the meaning of sub-clause (v) of clause 7 hereof. An employee not working on the days in question shall receive no pay therefor.

(c) (i) An employee on weekly engagement shall be entitled to the above-mentioned holidays without deduction of pay.

(ii) In the alternative by agreement between the employer and the Society, payment for each of the above-mentioned holidays shall be deducted from the weekly wage in proportion to the number of hours of the week short worked in consequence of such holiday, but in lieu thereof the amount to become payable therefor shall be ascertained by a calculation on the basis of three-quarters of a day's pay for each month's service, and the sum so ascertained shall be placed to the credit of the employee. Payment shall then be made on the pay day next preceeding such holiday or holidays of an amount not exceeding that standing to the employee's credit and not exceeding the amount hereinbefore previously deducted. On the first pay day after the expiration of each twelve months' service, or on the determination of his service, the balance, if any, then due to the employee shall be paid to him.

(d) Employees in a "mixed industry" shall be entitled to receive the holidays of the majority of employees in such industry.

ANNUAL LEAVE.

[5A. NOTE: Where an Award, Order, Agreement, or Determination covering the general body of employees in a "mixed industry" makes provision for annual leave, such provision shall apply to carpenters and joiners employed in connexion with such "mixed industry".]

OVERTIME.

6. (i) All time worked beyond the ordinary hours of work as set out in Clause 4 shall be paid for at the rate of time and a half for the first two hours, and double time thereafter.

(ii) All time worked on Sundays and the holidays prescribed by Clause 5 hereof shall be paid for at the rate of double time.

(iii) An employee who is required to work overtime for more than two hours after the usual time for ceasing work on any day without receiving notice on the previous day that he will be so required shall be paid an allowance of 2s. for a meal, or instead shall be supplied by the employer with a reasonable meal.

(iv) An employee who has left the premises in which he is employed and is recalled to work after the usual ceasing time for less than one hour shall receive payment for one hour at overtime rates.

(v) If an employer requires an employee to work during the luncheon time as prescribed in Clause 4 hereof, he shall allow the employee whatever time is necessary to make up the prescribed luncheon time. If an employer requires an employee to work during the prescribed luncheon time, or during such luncheon time and continuously during any further time thereafter up to the substituted luncheon time, he shall pay double time for such work. Provided that the employer shall not be bound to pay in addition for any time allowed in substitution for the prescribed luncheon time, and provided further that if the luncheon time is shortened to 42 minutes at the request of the employee, the employer shall not be required to pay any extra rate in respect of such shortening of the luncheon time.

(vi) Overtime work by shift workers on the second or third shifts shall be paid for at double rates.

(vii) This clause shall not apply to an employee in a "mixed industry" who shall be paid at the rate for overtime of the majority of employees in that industry.

TERMS OF EMPLOYMENT FOR WEEKLY EMPLOYEES.

7. (i) An employee to become entitled to payment of the weekly wages prescribed by this Determination must be ready and willing to perform such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employees to which he belongs.

(ii) Employment during the first two weeks of such engagement shall be from day to day at the weekly rate prescribed, except in the case of a re-engagement within one month after the termination of a previous service of the employee under the employer.

(iii) No employee shall be entitled to payment when absent from work consequent on an accident or personal ill health, not attributable in either case to the employee's misconduct, but otherwise however happening, for more than six days in any one year where the employee usually works six days a week, or for more than five days in any one year where the employee usually works five days a week, and then only when he has produced to the employer or his local manager evidence satisfactory to the employer or his local manager, or in the event of the employer or his local manager not being satisfied, the Secretary for Labour. Such evidence is to be submitted to the employer or his local manager within 48 hours, or to the Secretary for Labour within what is, in the opinion of the Secretary for Labour, a reasonable time in the particular circumstances. Provided that where, under any scheme of insurance or of an accident, relief or provident fund to secure the benefit of which the employer has paid the necessary premium, compensation becomes payable for any of such days of absence, the employer shall not be bound to pay more of such wage than is sufficient with such compensation to make up the full pay of any of such days.

(iv) Subject to the provisions of sub-clause (v) and (vi) hereof, a week's notice of the termination of such engagement shall be given on either side. Such notice may be given on any day during the week to terminate such engagement on the corresponding day of the following week, or on any later day thereof.

(v) The employer may dismiss any employee peremptorily without notice for malingering, inefficiency, neglect of duty, or misconduct, and pay the employee's wage up to the time of dismissal only.

(vi) The employer may deduct payment for any day the employee cannot be usefully employed because of any strike, by or participation in any strike by the Society, or any branch of the Society, or by any members or member of the Society employed by the employer, or because of any strike by or participation in any strike by any other Union, or by any branch of any other Union, or by any members or member of any other Union employed by the employer, or because of any breakdown of machinery, or because of any other stoppage of work for any other cause for which the employer cannot be held responsible.

(vii) This clause does not apply to persons employed in a "mixed industry" where the general body of employees in such industry is covered by some other Award, Order, Agreement, or Wages Board Determination.

PAYMENT OF WAGES.

8. (i) Except as in sub-clause (ii) hereof, payment of wages shall be made on any day in the week not later than Friday. An employer shall not keep more than one day's pay in hand. An employee whose services end before pay time shall be paid at or before the time of its ending, or by post or otherwise, within 24 hours thereafter. Weekly employees shall be paid within fifteen minutes of ceasing work, and if not paid within such fifteen minutes, they shall be paid for all time they are kept waiting after the time of ceasing work at overtime rates.

(ii) This clause does not apply to persons employed in a "mixed industry" where the general body of employees in such industry is covered by some other Award, Order, Agreement, or Wages Board Determination.

TOOLS.

9. (i) The employer shall provide the following tools when they are required on the job:—Dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, star bits, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowl plates, tramells, hand-and-thumb screws, spanners, and soldering irons.

(ii) When an employee is discharged, he shall be allowed one and a half hours for grinding tools, or shall receive instead one and a half hours' pay. This sub-clause shall not apply to an employee engaged as a "casual hand" or to an employee dismissed for misconduct or inefficiency.

(iii) The employer shall provide for the use of carpenters and joiners a suitable grindstone on any job where a grindstone is reasonably necessary, together with power (hand or driven) for turning the same.

LOCK-UP FOR EMPLOYEES TOOLS.

10. On all jobs in towns and cities the employer shall provide a suitable waterproof lock-up in which to store employees' tools.

POSTING NOTICES.

11. No employer shall prevent an official of the Society from posting at any time a copy of this Determination, or any notice of the Society, not exceeding 14 inches by 9 inches, in a suitable place on any job.

TIME BOOKS.

12. The employer shall keep a record showing the names of the employees, the number of hours worked, the rates of pay, and the wages paid to the employees from week to week.

SANITARY CONVENIENCES AND BOILING WATER.

13. Employers shall provide on all jobs suitable sanitary convenience and boiling water ready for the luncheon time when it is necessary. This clause shall not apply to persons employed in a "mixed industry" where the general body of employees in such industry is covered by some other Award, Order, Agreement, or Wages Board Determination.

JUNIOR LABOUR.*

14. (i) The proportion of unapprenticed boys to journeymen employed shall not exceed one to four on buildings and one to six in shops or joinery mills, provided that any employer who employs two adults may employ one unindentured boy.

(ii) Unindentured boys shall receive the same rate of wages as is prescribed in sub-clause (v) of clause 15 hereof, and shall receive overtime and allowance in accordance with sub-clause (xi) of that clause.

(iii) No unindentured boy under nineteen years of age shall be allowed to attend winches, sling timber or work power-driven machinery.

* NOTE.—The employment within the Metropolitan District of any unindentured boy is illegal.

APPRENTICES.

(Except those covered by the Apprenticeship Commission.)

15. (i) All apprenticed boys employed in the trade shall be legally indentured for five years, in accordance with the form of indenture prescribed by the Board, but each boy shall be allowed three months' probation, which shall be reckoned portion of his apprenticeship should he be afterwards indentured.

(ii) The proportion of apprenticed boys to journeymen in shops or joinery mills shall not exceed two apprentices to three journeymen or fraction thereof.

The calculation of the above proportion shall be based, when a new apprentice is proposed to be taken on, upon the aggregate number of employees on full time employment for the six preceding months. If an employer is actually working in the trade, he shall count as one journeyman.

(iii) If an employer is unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, who may take and employ him as such apprentice, and for that purpose such employee, if required so to do, shall assign the deed of apprenticeship to such other employer.

(iv) No employer shall be entitled to take an apprentice unless he has been in business for at least one year, but this shall not apply to joinery mills.

(v) Apprentices' wages shall be not less than the following:—

	Percentage of Total Basic Wage.	Total Wage Payable—		
		Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
		Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.
1st six months	20	0 19 6	1 1 0	0 19 0
2nd	25	1 4 6	1 6 0	1 3 6
2nd year	30	1 9 6	1 11 6	1 8 6
3rd year	45	2 4 0	2 7 0	2 2 6
4th year	65	3 3 6	3 8 0	3 1 6
5th year	85	4 3 6	4 9 0	4 0 6

The total wages of apprentices shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(v) (a) A tool allowance of 1s. a week shall be paid to apprentices in their third, fourth, and fifth year.

(vi) Every apprentice shall, during the second and third year of his apprenticeship, attend, at least two nights in each week, the classes in joinery and building construction and architecture provided at a Technical College, and the fees actually paid per quarter shall, unless such fees have been paid by the State Government, be refunded by the employer on production of a certificate from the Instructor that the apprentice has satisfactorily attended the classes during such quarter.

(vii) Should an apprentice at the time of being apprenticed produce a certificate from a technical school that he has attended a technical school in two of the three subjects named for one year prior to being apprenticed, he shall be entitled to 2s. 6d. extra per week in addition to the wages hereinbefore provided in sub-clause (v) hereof.

(viii) Should an apprentice during the third or any subsequent year of his apprenticeship produce a certificate from the examiners, that he has attended a two years' course and passed an examination at a technical school in two out of the three subjects named, he shall be entitled to be paid an additional sum of 2s. 6d. per week in addition to the wages prescribed by sub-clause (v) hereof, and in addition to the 2s. 6d. prescribed in sub-clause (vii) hereof, where payable, for the remainder of the term of his apprenticeship.

(ix) Any employers having apprentices other than those in joinery mills shall provide all heads, hollows, rounds, ploughs, cash fillisters and moulding planes required for the use of the apprentices.

(x) No apprentice under nineteen years of age shall be allowed to attend winches, sling timber or work power-driven machinery.

(xi) Where apprentices are required to work overtime, or are sent to distant jobs, &c., all provisions covering journeymen shall, in regard to rates of pay, be proportionately and, in regard to travelling expenses, be equally applicable.

DEFINITIONS.

16. (a) "Carpenter making stock work" means any person making stock doors not larger than 7 feet by 3 feet by 2 inches, double insertion moulded, or ledge doors of the same size; stock sashes not larger than 6 feet by 3 feet by 1½ inches or stock frames for same; ladders, step-ladders, skirt-ironing boards, boot-cutting boards, paste-boards, clothes-horses, fly-wire doors, fly-wire windows, tree-guards, dog-kennels, wheelbarrows, water closets (other than pedestal seats).

(b) "Casual hand" means any hourly employee employed for a period of less than five days—exclusive of overtime—not dismissed summarily for misconduct or inefficiency and not voluntarily leaving his employment.

(c) "Insulation work" means such work as involves the handling of charcoal, pumice, or other recognized insulating material, but does not include the handling of malthoid or the making of ice-chests or insulated doors, nor such work as is ordinarily done in a factory.

(d) "Leading hand" means such tradesman as is given the responsibility by the employer or his duly authorized representative of directing and supervising the work of not less than two other tradesmen.

(e) "Mixed industry" means an industry where the work performed by carpenters (that is, any work to which this Determination applies) is subsidiary and auxiliary to the chief and principal purpose and business of such industry.

(f) "Rate of double time" for weekly employees means, as to holidays in sub-clause (ii) of Clause 6 hereof, and as to continuous work after overtime work during luncheon hour in sub-clause (v) of Clause 6 hereof, an extra payment at the ordinary rate in addition to the rate ordinarily receivable.

(g) "Wet place" means a place where water is dripping from overhead so that the clothing of an employee becomes saturated, or a place where the employee has to stand in water exceeding 2 inches in depth, so that the feet of such employee become wet.

(h) "Society" means the Victorian Section of the Amalgamated Society of Carpenters and Joiners of Australia.

(i) "Carpenter and joiner" means any person engaged upon construction work, including erection, repair, ornamentation, demolition, or any other forms of such work, and upon the making, preparing, and fixing of all necessary woodwork and fittings in connexion therewith, and upon the making, preparing and fixing of any other material necessitating the use of carpenters' tools or machines in lieu thereof, including metal shop fronts and fittings, and upon the work done by carpenters and joiners in any engineering or millwright workshop or yard.

PERIODICAL ADJUSTMENT OF WAGES.

17. The wages rates set out in Clause 2 of this Part are based upon the following basic wage and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically increased or decreased by the same amount and at the same time as such basic wage. The basic wage rates shown hereunder shall be adjusted as prescribed in Clause 18.

Table "A" Basic Wage.

Place.	Needs Basic Wage Adjustable.	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	£ s. d.	£ s. d.	
Victoria—				
Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts	4 12 0	0 6 0	4 18 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne.				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

ADJUSTMENT OF BASIC WAGE.

18. For work done before the beginning of the first pay period to commence in November, 1945, amounts of the basic wage shall be as prescribed in Clause 17.

For work done during each future pay period of or near a quarter beginning with the first pay period to commence in a November, a February, a May, or an August, the amounts of the basic wage shall be adjusted by the following method according to the position and fluctuations (if any) of the Commonwealth Statistician's "All Items" retail price index numbers.

For the purposes of this Determination the expression "Commonwealth Statistician's 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:—

- (1) The index number set to be applied to a place is that assigned thereto in clause 17.
- (2) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.
- (3) The amount assigned in the following table (or in any extension thereof) to the index number division comprising that number is to be ascertained.
- (4) The basic wage shall be of that amount assigned during such successive period.

Table "B".

Index Number Divisions.	Basic Wage.	Index Number Divisions.	Basic Wage.
	£ s. d.		£ s. d.
994-1006	4 1 0	1118-1129	4 11 0
1007-1018	4 2 0	1130-1141	4 12 0
1019-1030	4 3 0	1142-1154	4 13 0
1031-1043	4 4 0	1155-1166	4 14 0
1044-1055	4 5 0	1167-1179	4 15 0
1056-1067	4 6 0	1180-1191	4 16 0
1068-1080	4 7 0	1192-1203	4 17 0
1081-1092	4 8 0	1204-1216	4 18 0
1093-1104	4 9 0	1217-1228	4 19 0
1105-1117	4 10 0	1229-1240	5 0 0

Any extension of this table must be of the same construction as the table.

The wages of apprentices shall be the percentages of the total basic wage prescribed for the area in which they are employed calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

19. In addition to the Total Basic Wage prescribed in Clause 17, the margins and war loadings set out in this Clause shall be the minimum rate payable to employees named therein.

Classifications.	Margin per Week.	War Time Loading per Week.
	£ s. d.	s. d.
Employees engaged on stock work, including 1s. tool allowance	1 0 0	4 0
Employees engaged on shop work (shop or joinery mills or mixed industry), including 2s. 6d. tool allowance	1 11 0	6 0
Employees engaged on building construction work 6s. in addition to the rate for shop work, viz.	1 17 0	6 0
The above-mentioned loadings are not subject to adjustment pursuant to fluctuations in the cost of living and are not to be taken into account in the calculation of overtime or other penalty rates prescribed by the Determination.		

A. V. BARNS, J.P., Chairman.

Melbourne, 2nd January, 1946.

J. W. RYAN, Secretary.

