



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 57.]

PERTH : FRIDAY, DECEMBER 3.

[1937.

AT a meeting of the Executive Council held in the Executive Council Chambers, Perth, this 22nd day of November, 1937, the following Order in Council was authorised to be issued:—

Water Supply, Sewerage, and Drainage Act, 1912.

ORDER IN COUNCIL.

WHEREAS under the provisions of "The Water Supply, Sewerage, and Drainage Act, 1912," the Governor by Order in Council dated 20th August, 1936, and published in the *Government Gazette* of 28th August, 1936, declared that certain works for water supply, sewerage, drainage, and irrigation administered by the Minister under the Act should be deemed to be separate undertakings for the purposes of the Act: And whereas it is desirable to amend such Order in Council so that the Brookton Water Supply shall no longer be a separate undertaking for the purposes of the Act: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby amend the said Order in Council by deleting the said Brookton Water Supply therefrom accordingly.

L. E. SHAPCOTT,
Clerk of the Council.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 2nd December, 1937.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the following appointment to the Commission of the Peace:—

John Munro, Esquire, of the Melbourne Steamship Company, Limited, 1 Barrack street, Sydney, New South Wales, as a Justice of the Peace for the State of Western Australia, in lieu of the Fremantle Magisterial District.

And to accept the following resignations:—

Herbert Ward Wilcock, Esquire, late of Malyalling, as a Justice of the Peace for the Williams Magisterial District.

Bedford Percy Hack, Esquire, late of Nanutarra, Onslow, as a Justice of the Peace for the Ashburton Magisterial District.

L. E. SHAPCOTT,
Under Secretary Premier's Department.

EX OFFICIO JUSTICE OF THE PEACE.

Premier's Department,
Perth, 1st December, 1937.

IT is hereby notified, for public information, that Guy Thomson, Esquire, Chairman of the Greenbushes Road Board, has been appointed, under Section 9 of "The Justices Act, 1902-36," as a Justice of the Peace for the Blackwood Magisterial District, during the term of his office as Chairman of the Board.

L. E. SHAPCOTT,
Under Secretary Premier's Department.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following farmer now operating under the Act has made application under Section 11 of the Act for the writing down or suspension of his debts:—Roberts, Charles James, Dandaragan.

All claims against this farmer to be forwarded to the Director, Temple Court, William street, Perth.

W. A. WHITE, Director.
1st December, 1937.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders issued under Section 11 of the Act have been cancelled as from the date specified:—Taylor, Robert George, Dardanup; Rutter, Thomas, Bruce Rock; Hardie, James Henry, Hines Hill; Gill, Frederick William, Morawa; Singh, Ram, Tammin; 1st December, 1937.

W. A. WHITE, Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders have lapsed as from the date specified:—Gibbs, Ellen Jane, and Heaysman, Henry Thomas, Nungarin; White, Lionel Arthur, Mt. Stirling; Prendergast, John Nicholas, Bootenal; 1st December, 1937.

W. A. WHITE, Director.
1st December, 1937.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.
 NOTICE is hereby given that the following Stay Orders have been issued in accordance with Section 7, Subsection 1, of "The Farmers' Debts Adjustment Act, 1930-1934," which reads as follows:—

A Stay Order shall direct that no action, execution, distress for rent, proceedings on default for breach of covenant under any mortgage or other security for money, or under an agreement for sale and purchase of land, or other process or proceeding, shall be commenced or proceeded with or put in force against the farmer or any of the farmer's assets, whether utilised in connection with or forming portion of the assets comprised in his farming business or not, during the operation of such Stay Order: Provided that, by leave of a Judge, any action may, notwithstanding the Stay Order, be instituted and/or carried on against the farmer, but not beyond judgment.

Granted under Section 11 (Writing down or suspension of Debts).

Farmer (Surname and Christian Names), Address, and Date of Order.

- Cole, Herbert John, Mingenew, 24th November, 1937.
- Anderson, Harold Marshall, The Buckland Estate, Northam, 25th November, 1937.
- Morphett, Albert Ernest, Ardath, 25th November, 1937.
- Cosh, James Gilmour, Corrigin, 25th November, 1937.
- Simpson, Alexander, Gnowangerup, 29th November, 1937.
- Whyatt, Charles Arthur, Gnowangerup, 29th November, 1937.
- Gillespie, Eugene Anthony, Gnowangerup, 30th November, 1937.
- Sharp, Cyril Denton, Donnybrook, 30th November, 1937.
- Copley, Charles William Baden, Nangeenan, 1st December, 1937.
- Seaby, Harold William, Mukinbudin, 1st December, 1937.
- Richardson, William Thomas James and Ernest Hartley, Bonnie Rock, 25th November, 1937.

All claims against these farmers to be forwarded to the Director, Temple Court, William street, Perth.

W. A. WHITE,
 Director.

1st December, 1937.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.
 NOTICE is hereby given that the adjustment of debts under Section 11 of the Act of the following farmers has been finalised and the Stay Orders have now lapsed as from the date specified:—Arthurell, Harry, Koola-

nooka; Brooks, Charles William, Yuna; Crudeli, Davio and Silvio, Gutha; Errey, Arthur David, Wyalkatchem; Erskine, Albert George, Koorda; Fallon, Walter Bryant, Koolanooka; Farley, James, Bowgada; Gethin, Richard Edward, Moorine Rock; Haddon, James William, Busselton; Harrison, Glen Oswald, Kojonup; Jones, John, Gabbin; Joyce, Fred, Miling; Kaeding, Frederick William, Pingaring; Lewis, Reginald Sydney L., Manmaning; Loveland, William A. and James A., Dartmoor; Miller, Mary Jane (Executrix of Estate of R. G. Miller, deed.), Dudinin; Moulton, Wilfred Alexander, Balingup; Trefort, August Heinrich (decd.) (West Australian Trustee, Executor, and Agency Co.), Narrogin; Piper, Frederick (sen.), Kulikup; Prior, Clarence Wilfred Frederick, Moora; Richardson, Henry Stanley, Bendering; Sherry, Patrick, Caljie, via York; Smith, Eustace Colin, Lake Grace; Taylor, Margaret Ann, and Sons, Badgin; Ward, Loyola Vincent Patrick, Ejangding; Abbott, William Giles, Moodiarup; Gibbs, Ellen Jane, and Heaysman, Henry Thomas, Nungarin; White, Lionel Arthur, Mt. Stirling; Prendergast, John Nicholas, Bootenal; 1st December, 1937.

W. A. WHITE,
 Director.

1st December, 1937.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following change of receivership has been effected:—Hardman, Charles Spry, Geomarin, via Merredin; Receiver, M. L. Austin, of Kununoppin, changed to L. D. Butkfield, of Agricultural Bank, Merredin.

W. A. WHITE,
 Director.

1st December, 1937.

Office of Public Service Commissioner,
 Perth, 2nd December, 1937.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the following appointments:—

Ex. Co. 2372; P.S.C. 479/37.—L. F. Symes, Clerk, Land Titles Office, Crown Law Department, to a similar position with a higher classification as from 19th November, 1937.

Ex. Co. 2372; P.S.C. 455/37.—J. E. Thomas, Junior Typist, Lands and Surveys Department, to be Typist as from 1st November, 1937.

Ex. Co. 2072.—J. T. Wieland, Junior Clerk, Registrar General's Office, Chief Secretary's Department, to be Clerk as from 1st January, 1938.

GEO. W. SIMPSON,
 Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Old Classification.	New Classification.	Date Returnable.
Mines	Draftsman, 2nd Class (Item 555) ...	£215—£306	£318—£354	1937. 4th December.
Child Welfare	Clerk (Item 663)	£260—£306	£294—£306	do.
Mines	Mining Registrar, Wiluna (Item 557) ...	£330—£390	£378—£402	18th December.
Crown Law	Solicitor General's Office Clerk (Item 1295)	£306—£342	£342—£366	do.

Applications are called under Section 38 of "The Public Service Act, 1904," and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

GEO. W. SIMPSON,
 Public Service Commissioner.

AMENDMENTS TO CLASSIFICATION.
Dating from 28th January, 1937.

No. on P.S. List.	Name.	Office.	Division.	Classification.			Division.	Amended Classification.			Remarks.
				Class No.	Min.	Max.		Class No.	Min.	Max.		Salary.
METROPOLITAN WATER SUPPLY DEPARTMENT:											
1143	Fryer, E. J.	... Clerk in Charge (Expenditure)	C.	Not classified	...	C.	7	342	366	390	Salary fixed (£390) while present occupant in position.
1148	Riva, A. H.	... Clerk	C.	Not classified	...	C.	7	342	366	342	Limit fixed (£354) under Clause 10 of Clerical Agreement.
CROWN LAW DEPARTMENT:											
1298	Wheeler, S. E.	... Clerk	C.	9	279	288	10	294	306	282	
EDUCATION DEPARTMENT:											
1458	Sivewright, W.	... Organiser and Inspector of Manual Training	P.	3	510	558	2/3	510	630	558	Limit fixed (£582) under Clause 8 of Professional Agreement; increase to £582 from 19th February, 1937.
DEPARTMENT OF AGRICULTURE:											
1575	Dunne, T. C.	... Agricultural Adviser, 1st Class	P.	Not classified	...	P.	4	462	486	462	Increase to £486 from 1st May, 1937.
1614	Vacant	... Farm Manager, Muresk Agricultural College	P.	5/6	366	438	7	342	366	...	Limit fixed (£354) under Clause 10 of Clerical Agreement, with free quarters, light, and fuel.
CHIEF SECRETARY'S DEPARTMENT:											
<i>Mental Hospitals Branch:</i>											
813	Bury, G. C.	... Resident Medical Officer, Heathcote Mental Reception Home	P.	Not classified	...	P.	...	...	...	...
813	...	... Junior Medical Officer, Heathcote Mental Reception Home	...	...	...	P.	1	666	699	666 (c)	
814	Webster, V. H.	... Assistant Medical Officer, Claremont	P.	...	708	636 (b)	...	666	699	636 (c)	Increase to £666 to date from 18th March, 1937.
814	...	... Junior Medical Officer, Claremont	...	...	...	P.	1	666	699	...	Note.—Medical officers holding positions 813 and 814 were transferred by the Permanent Head, as from 25th October, 1937.
815	Vacant	... Assistant Medical Officer, Claremont	P.	Not classified	(a)	...	...	666	699	...	
815	...	... Junior Medical Officer, Claremont	...	...	...	P.	1	666	699	(c)	

AMENDMENT TO CLASSIFICATION.

Dating from 18th March, 1938.

TREASURY DEPARTMENT:											
43	Vacant	... Under Treasurer and Stamps	A.	...	...	A.	...	1,000	1,180	...	Inclusive of any special duties required.

(a) Free board and residence. (b) Includes £150 for residence (furnished), light, fuel, laundry, produce of farm and dairy for which a charge is made. (c) A deduction of £65 per annum will be made to cover a furnished house. This deduction will include free supply of light, fuel, and laundry, but only to a reasonable extent. Farm produce may be purchased through the store at market rate and stores may be obtained at contract rate. A further deduction of £40 per annum will be made for board for a single officer.

GEO. W. SIMPSON,
 Public Service Commissioner.

Crown Law Department,
Perth, 2nd December, 1937.

THE Hon. Minister for Justice has approved of the undermentioned appointments:—

Constable D. Cameron as acting Bailiff of the Albany Local Court, at Denmark, during the absence on leave of Constable A. J. Farrier;

Sergeant R. Fawcett as Bailiff of the York Local Court, vice Sergeant A. M. O'Connor, transferred;

Constable A. J. Warren as acting Bailiff of the Minnewegen Local Court during the absence on leave of Constable S. G. Daws;

Thomas Edward Jewell Wardle, of Kununoppin, as a Commissioner for Declarations under "The Declarations and Attestations Act, 1913."

H. R. GORDON,
Under Secretary for Law.

ERRATUM NOTICE.

Department of Lands and Surveys,
Corres. No. 1944/35. Perth, 1st December, 1937.
IN the notice appearing in the *Government Gazette* of the 26th November, 1937, resuming certain land from a Pastoral Lease, for "256 acres 1 rood 2 perches" read "356 acres 1 rood 2 perches."

G. L. NEEDHAM,
Under Secretary for Lands.

WITHDRAWAL NOTICE.

Department of Lands and Surveys,
Corres. No. 412/34. Perth, 1st December, 1937.
IT is hereby notified, for general information, that Northcliffe Lot 25 has been withdrawn from sale.

G. L. NEEDHAM,
Under Secretary for Lands.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at Public Auction on the dates and at the places specified below, under the provisions of "The Land Act, 1933-1936," and its Regulations:—

WAGIN.

7th December, 1937, at 11 a.m., at the District Lands Office—
‡Wagin—*Sub. 66, 1a. 2r. 20p., £12; Sub. 67, 1a. 2r. 3p., £10; 621, 2a. 3r. 7p., £15.

BUNBURY.

8th December, 1937, at 3.30 p.m., at the District Lands Office—
‡Drakesbrook—Town 1, 3r. 24p., £10; 5, 2r. 31p., £10.

COLLIE.

8th December, 1937, at 11 a.m., at the Court House—
‡Collie—Town 1417, 1r., £18.

CUE.

5th December, 1937, at 2 p.m., at the Mining Registrar's Office—
‡Big Bell—Town 161, 39.1p., £12 10s.

GERALDTON.

8th December, 1937, at 3.15 p.m., at the District Lands Office—
‡Denison—Town 38, 39, 1r. each, £14 each; 108, 1r. 15.5p., £14.
Galena—Town 12, 1r., £10.
Naraling—Town 42, 1r., £12 10s.
‡Narngulu—*43, 10a., £40.

SOUTHERN CROSS.

8th December, 1937, at 3 p.m., at the District Lands Office—
‡Mt. Palmer—Town 185, 1r., £12 10s.
Westonia—Town 38, 1r., £20; 382, 1r., £10.

KATANNING.

9th December, 1937, at 11 a.m., at the District Lands Office—
‡Gnowangerup—Town 74, 1r., £20.
‡Gnowangerup—*200, 5a., £20.
‡Woodanilling—*328, 4a. 1r. 36p., £6; 332, 333, 334, 335, 336, 5a. each, £6 each; 329, 330, 331, 4a. 1r. 38p. each, £6 each.

NORTHAM.

9th December, 1937, at 11.30 a.m., at the District Lands Office—
‡Beechina—*24, 11a. 3r. 21p., £10.
‡Calingiri—*39, 40, 5a. each, £10 each.
‡Quairading—Town 159, 1r. 14p., £20.
‡Wongan Hills—Town 89, 1r., £10.

NORSEMAN.

9th December, 1937, at 11 a.m., at the Police Station—
Norseman—Town 398, 1r., £12; 575, 576, 1r. each, £15 each.
‡Norseman—Town 1020, 39.1p., £12 10s.

PERTH.

10th December, 1937, at 11 a.m., at the Department of Lands and Surveys—
‡Coolup—*35, 4a. 0r. 26p., £15.
‡Dwellingup—*144, 12a. 0r. 20p., £30.
‡Jarrahdale—Town 27, 1r., £15.
‡‡Pinjarra—Town 201, 2r. 11.6p., £40; 202, 1r. 20.9p., £50.

BRIDGETOWN.

14th December, 1937, at noon, at the District Lands Office—
‡Balingup—Town 241, 2r. 22p., £12.
‡Manjimup—*274, 9a. 0r. 16p., £60.
‡Pemberton—Town 130, 1r., £10; 131, 39.2p., £15.

BUSSELTON.

15th December, 1937, at 3 p.m., at the Agricultural Bank—
‡Dunsborough—*48, 8a. 2r., £40.

KALGOORLIE.

21st December, 1937, at 2 p.m., at the District Lands Office—
‡Kalgoorlie—Town (Lewis street) 2303, 1r., £10; (Lewis street) 2304, 1r., £10; (Turner street) 1518, 1r., £12 10s.; (Ward street) 1625, 1r., £8; (Carrington street) 1833, 1r., £12 10s.; (Hay street) R567, 39.6p., £15; (Macdonald street) 1263, 1r., £20.
‡Boulder—Town (Harvey street) 2304, 1r., £10; (Dart street) 798, 1r., £12 10s.; (Lane street) 2340, 36p., £12 10s.; (Outram street) 2480, 33.3p., £15; (Richardson street) 482, 20p., £10; (Walter street) 2347, 1r., £12 10s.; (Davis street) 426, 20p., £10; (York street) 717, 718, 1r. each, £12 10s. each; (York street) 720, 1r., £10; (Moran street) 296R, 1r., £15; (Hopkins street) R428, 1r., £10.
‡‡Boulder—Town (King street) 630, 20p., £10.

YOUANMI.

22nd December, 1937, at 11 a.m., at Mining Registrar's Office—
‡Youanmi—Town 231, 1r., £25.

ALBANY.

23rd December, 1937, at 2.30 p.m., at the District Lands Office—
‡Albany—Town 797, 798, 1r., 13.1p. each, £20 each.
*Suburban for cultivation.

‡Sold subject to the conditions that the lessee shall not carry on, or suffer or permit to be carried on, on this lot any trade or business whatsoever without the consent in writing of the Minister for Lands being first obtained; and, further, the conditions under which this lot is made available shall not entitle the lessee now or at any future time to the right to convert same to fee simple.

‡The provision of Clause 22 of the Regulations for the sale or leasing of Town and Suburban lands at auction shall not apply at the sale of these lots.

||Subject to payment for improvements, if purchased by other than the owner of same.

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

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

G. L. NEEDHAM,
Under Secretary for Lands.

FORFEITURES.

THE undermentioned Leases have been cancelled under Section 32 of "The Land Act, 1898," and/or Section 23 of "The Land Act, 1933-1936," for non-payment of rent or other reasons:—

Name, Lease, District, Reason, Corr. No., Plan.
Ackland, R. H.; 3782/153; Tammin 113; £4 10s. 3d.; 3282/16; Tammin.
Carpenter, F. M.; 6012/153; Leonora 857; £1 9s. 9d.; 4475/19; Leonora.
Choules, J. W.; 22911/68; Ninghan 2633; £72 8s. 7d.; 3262/27; 88/80, A4, and 89/80, F4.
Cogan, J. R.; 3117/1369; Boulder 566R; £0 10s. 0d.; 2607/35; Boulder, Sheet 2.
Daw, C. J.; 68/1724; Kent 1043; £43 15s. 0d.; 276/29; 420/80, D4.
Dick, C. McP.; 68/476; Williams 14334; abandoned; 6658/26; 376/80, C3 & 4.
Dick, C. McP.; 74/329; Williams 1475; abandoned; 416/27; 376/80, C3 & 4.
Elder, A. B.; 9983/68; Plantagenet 2836; £37 0s. 6d.; 1572/16; 451/80, F3.
Elder, A. B.; 25208/55; Plantagenet 2715; £25 4s. 2d.; 1627/10; 450/80, A3.
Elder, A. B.; 60/227; Plantagenet 3577; £30 14s. 10d.; 546/30; 450/80, A3.
Elder, A. B.; 27873/55; Plantagenet 2879; £74 10s. 11d.; 12129/10; 450/80 & 451/80, A3 & F3.
Ezzy, E. R.; 2158/98; Bulara; £0 14s. 0d.; 5856/27; 130/300.
Finnerty, John; 354/417; Esperance 118; £14 13s. 7d.; 2660/34; 423 C & D/20.
Gannaway, C. A.; 55/1855; Plantagenet 2955; £4 10s. 0d.; 1630/30; 456B/40, F1.
Godfrey, T. A.; 68/1358; Kent 726, 736; £41 3s. 8d.; 886/29; 435/80, C2 & 3.
Harring, B. J.; 22263/68; Avon 23955; non-compliance with conditions; 6581/26; 345/80, CD3.
Harring, B. J.; 25766/74; Avon 26153; non-compliance with conditions; 5158/27; 345/80, CD4.
Harring, W. E.; 22264/68; Avon 23954; non-compliance with conditions; 6582/26; 345/80, C2 & 3.
Harring, W. E.; 25767/74; Avon 26154; non-compliance with conditions; 5159/27; 345/80, C2 & 3.
Kosovich, Ivan; 6059/153; Kalgoorlie 248; £2 14s. 0d.; 5355/97; Kalgoorlie Sheet 1.
McCusker, Patrick; 68/2196; Hay 1239; £10 3s. 4d.; 4052/28; 444/80, E3.
McCusker, Patrick; 74/895; Hay 1238; abandoned; 4051/28; 444/80, E3.
McCarthy, James; 16085/68; Avon 19301; £189 19s. 6d.; 5204/22; 5/80, D4.
McCarthy, James; 15424/68; Avon 19299; £106 15s. 11d.; 934/22; 5/80, D4.
Merriman, John; 12853/56; Yilgarn 180; £239 16s. 10d.; 4081/22; 35/80, D2 & 3.
Murn, F. K.; 7426/56; Nelson 4291; abandoned; 4958/09; 443/80, A3.
Oliver, R. A.; 338/1505; Wiluna 1100; £13 10s. 0d.; 1092/36; Wiluna.
Rogers, John; 10898/68; Plantagenet 1443; £13 16s. 0d.; 2314/18; 451/80, B2.
Sabourne, D. R.; 342/595; Perenjori 94; £7 11s. 0d.; 299/36, Perenjori.
Sisson, Tom; 40163/55; Yilgarn 634; abandoned; 2517/23; Bodalin 2.
Whitelaw, Max; 3117/1438; Reedy 212; £0 10s. 0d.; 313/36; Reedy.
Zimmermann, Hilderguard G.; 68/3254; Plantagenet 4344; £9 1s. 8d.; 1729/31; 452D/40, C4.

G. L. NEEDHAM,
Under Secretary for Lands.

LOT OPEN FOR LEASING.

Department of Lands and Surveys,
Corres. No. 760/36. Perth, 17th November, 1937.

IT is hereby notified, for general information, that Agnew Lot 30, containing about 1 rood, will be available for leasing for Residential purposes only, under Section 117 of "The Land Act, 1933-1934," on and after the 8th December, 1937, subject to the following conditions:—

- (1) The term of the lease shall be for 99 years.
- (2) The capital unimproved value shall be £12 10s., the annual rental being 10s.
- (3) The capital unimproved value shall be subject to reappraisal during the currency of the lease at intervals of not less than 10 years.
- (4) A residence must be erected on the lot within six months of the date of the lease; failure to comply with this condition renders the lease liable to forfeiture.
- (5) No person will be eligible to hold more than one lot.

Applications for this lot must be lodged at the Lands Office, Perth, on or before the above date.

All applications lodged on or before such date will be treated as having been received on the closing day, and if there is more than one applicant the application to be granted will be determined by a Board fixed for such purpose.

G. L. NEEDHAM,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI. of "The Land Act, 1933-36."

IT is hereby notified that the land described hereunder will be available for general selection under Part VI. of "The Land Act, 1933-36," on and after the date specified:—

WEDNESDAY, 15th DECEMBER, 1937.

PERTH LAND AGENCY.

Eastern Division.

Hampton and Ngalbain Districts (near Feysville).

Corres. 1735/35. (Plans 49/80 and 40/80.)

That area of unsurveyed land, containing about 15,568 acres; being W. J. Gardner's forfeited Pastoral Lease No. 395/746.

Eastern Division.

Nabberu District (near Wiluna).

Corres. 104/36. (Plan 60/300.)

That area of unsurveyed land, containing about 110,537 acres; being E. C. Clark's forfeited Pastoral Lease No. 395/764.

Kimberley Division.

Luman District (near Turkey Creek).

Corres. 2683/17. (Plans 132/300 and 141/300.)

That area of unsurveyed land, containing about 20,000 acres; being K. M. Rhatigan's forfeited Pastoral Lease No. 1934/98.

WEDNESDAY, 29th DECEMBER, 1937.

PERTH LAND AGENCY.

Kimberley Division.

Dampier District (near Lagrange Bay).

Corres. No. 2105/35. Plan 127/300.)

That area of unsurveyed land, containing about 40,000 acres; being G. Hodges' and A. and E. A. Owen Tucker's forfeited Pastoral Lease No. 396/551.

Kimberley Division.

Meda District (near Secure Bay).

Corres. 311/36. (Plan 139/300.)

That area of unsurveyed land, containing about 38,699 acres; being C. J. Kelly's forfeited Pastoral Lease No. 396/559.

North-West Division.

Gregory District (near Mt. Broekman).

Corres. 1411/21. (Plans 97/300 and 96/300.)

Those areas of unsurveyed lands, containing about 40,000 acres, 20,000 acres, and 20,000 acres; being M. J. Williams' (Administrator of the Estate of J. G. S. Williams, deceased), and M. J. Williams' forfeited Pastoral Leases Nos. 3303/96, 3345/96, and 3892/96; subject to existing Agricultural Bank indebtedness.

WEDNESDAY, 5th JANUARY, 1938.

PERTH LAND AGENCY.

Kimberley Division.

Omalande and Luman Districts (near Mt. Bedford).

Corres. 251/30. (Plan 133/300.)

That area of unsurveyed land, containing about 20,353 acres; being P. T. O'Romney's forfeited Pastoral Lease No. 2216/98.

North-West Division.

Peawah District (near Mt. Wohler).

Corres. 370/37. (Plan 110/300.)

That area of unsurveyed land, containing about 50,000 acres; being portion of land surrendered from S. H. G. Meares' Pastoral Lease No. 2546/96.

WEDNESDAY, 12th JANUARY, 1938.

PERTH LAND AGENCY.

North-West Division.

Koondra District (about 22 miles east of Ophthalmia Range).

Corres. No. 1433/35. (Plan No. 91/300.)

That area of unsurveyed land, containing about 32,000 acres; being Streeter and Male, Limited, forfeited Pastoral Lease No. 394/1101.

Eastern Division.

Yelina District (near Panton Bluff).

Corres. No. 55/16. (Plan 62/300.)

That area of unsurveyed land, containing about 20,000 acres; being T. Mellon's forfeited Pastoral Lease No. 395/675; subject to payment for improvements, if any.

G. L. NEEDHAM,
Under Secretary for Lands.

LAND OPEN FOR SELECTION.

It is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of "The Land Act, 1933-36," and the Regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Land Agency Office as specified hereunder not later than the date specified, but may be lodged before such date if so desired.

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

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

If an applicant wishes to appear before the Land Board in person he may apply to the Head Office or to the Clerk in Charge of any of the District or Branch Land Offices for a certificate to the Railway Department which, on presentation at the nearest Railway Station, will entitle him to a Return Ticket, at Excursion Rates, to the place where the Board will sit, available for seven days from the date of issue.

The selector of a Homestead Farm from any location must take the balance thereof, if any, under Conditional Purchase.

All marketable timber, including sandalwood and mallet, is reserved to the Crown, subject to the provisions of Clause 18 of the Regulations.

SCHEDULE.

NOW OPEN.

BRIDGETOWN LAND AGENCY.

Nelson District (near Southampton).

Corr. No. 1944/35. (Plan 439B/40, D1.)

Location 11243, containing 80a. 0r. 33p., at 9s. per acre; Location 11244, containing 176a. 1r. 16p., at 5s. per acre; and Location 11245, containing 99a. 2r. 33p., at 7s. 6d. per acre; classification pages 18, 19, and 20 of File 1944/35; subject to the usual tramway and timber reservations.

WEDNESDAY, 8th DECEMBER, 1937.

ALBANY LAND AGENCY.

Denmark Estate (about two miles west of Denmark).

Corr. No. 1379/37. (Plan 452C/40, D4.)

Location 442, containing 98 acres, at 12s. 6d. per acre; classification page 10 of 5422/20; subject to existing Agricultural Bank indebtedness and to the conditions applying to this district; being L. H. Smith's cancelled application.

Denmark Estate (about five miles north-west of Denmark).

Corr. No. 1089/31. (Plan 452C/40, D4.)

Location 483, containing 105a. 1r., at 8s. 6d. per acre; classification page 9 of 7942/20; subject to exemption from road rates for two years from date of approval of application; being G. W. Martin's forfeited Lease 68/3113.

Plantagenet District (near Parry Inlet).

Corr. No. 2376/31. (Plan 456A/40, C1.)

Location 5560, containing 51a. 2r. 13p.; subject to pricing; classification page 3 of 2376/31; and Location 5558, containing 103a. 1r. 24p.; subject to pricing; classification page 2 of 2075/31; subject to payment for improvements; being R. T. Chandler's forfeited Leases 55/2238 and 74/1355.

GERALDTON LAND AGENCY.

Victoria District (near Bindu, about 14 miles north-west of Tenindewa).

Corr. No. 2702/30. (Plans 156/80, A1; 161/80, A4.)

Locations 6827 and 7323, containing 3,204a. 0r. 3p., at 4s. per acre; subject to payment for improvements; being J. C. Adam's forfeited Lease 68/2741.

NARROGIN LAND AGENCY.

Avon District (about 3½ miles north-west of Kulin).

Corr. No. 3171/25. (Plan 377/80, E & F 2 & 3.)

Locations 17663 and 17665, containing 1,788a. 3r. 35p., at 8s. per acre; classification page 30 of 3171/25; subject to existing Agricultural Bank, I.A.B., and Minister for Lands' indebtedness, also a cropping lease expiring 28th February, 1938; being J. T. McKenna's forfeited Leases 19786/68 and 24817/74.

NORTHAM LAND AGENCY.

Avon District (about six miles south-west of Barbalin).

Corr. No. 3214/26. (Plan 55/80, D & E4.)

Location 14374, containing 1,000 acres, at 6s. 6d. per acre; classification page 33 of 3214/26; subject to payment for improvements. This cancels the notice relating to this block in *Government Gazette* 31st August, 1934.

Avon District (about five miles south-east of Narembreen).

Corr. No. 1707/37. (Plans 5/80, C4; 345/80, C1.)

Locations 18360 and 18361, containing 1,628a. 3r. 26p., at 10s. per acre; classification page 8 of 1945/36; subject to existing Agricultural Bank, Industries Assistance Board, and wire netting indebtedness, and to a cropping lease which expires 28th February, 1938; being B. P. Moppett's cancelled application.

Avon District (about five miles north of Trayning).

Corr. No. 1553/32. (Plan 34/80, C1.)

Locations 20418 and 20422, containing 1,760a. 3r. 37p., at 6s. per acre; classification page 29 of 1553/32; subject to existing Agricultural Bank indebtedness; being E. S. Somers' forfeited Lease 68/3618.

Avon District (near Tammin Tank).

Corr. No. 1499/37. (Plan 26C/40, F4.)
Locations 20535 and 20536, containing 397a. 2r. 25p., at 11s. 6d. per acre; classification pages 48 and 49 of 93/12; subject to existing Agricultural Bank indebtedness; being P. H. H. Underwood's cancelled application.

Melbourne District (about eight miles east of Carani).

Corr. No. 3703/13. (Plans 57/80, C4; 32/80, C1.)
Location 2782, containing 900 acres, at 5s. 6d. per acre; classification page 82 of 3703/13; subject to existing Agricultural Bank and I.A.B. indebtedness, to a cropping lease which expires 28th February, 1938, and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being F. Hicks' forfeited Lease 10435/68.

Ninghan District (about five miles north-east of Wialki).

Corr. No. 1690/37. (Plan 66/80, F2.)
Locations 3139 and 3359, containing 2,735a. 0r. 36p., at 4s. 6d. per acre; classification page 26 of 4884/28; subject to existing Agricultural Bank indebtedness; being F. B. Well's cancelled application.

SALMON GUMS LAND AGENCY.

Esperance District (near Esperance).

Corr. No. 525/34. (Plan 423C/D20.)
Location 117, containing 20 acres; subject to classification and pricing, and to exemption from road rates for two years from date of approval of application, and to payment of full purchase money, on approval of application, or in such instalments as the Minister may direct; being E. M. Turner's forfeited Lease 354/406.

Fitzgerald District (near Lake Gilmore).

Corr. No. 4780/28. (Plan 371/80, C4.)
Location 985, containing 1,094a. 0r. 37p.; subject to pricing and to existing Agricultural Bank and I.A.B. indebtedness, and to mining conditions; being M. H. Lewis' forfeited Lease 55/1182.

Fitzgerald District (about 9½ miles east of Dowak).

Corr. No. 3427/27. (Plan 11/300.)
Locations 1249, 524, and 748, containing 2,001a. 1r. 13p., at 6s. per acre; subject to existing Agricultural Bank indebtedness; being W. Barry's and J. F. Johnson's forfeited Leases 42649/55, 42376/55, and 25665/74.

Fitzgerald District (near Grass Patch).

Corr. No. 1863/33. (Plan 402/80, C1.)
Location 1475, containing 350a. 1r. 14p., at 6s. 6d. per acre; classification page 6 of 1863/33; subject to exemption from road rates for two years from date of approval of application; being W. Malone's forfeited Lease 347/415.

WEDNESDAY, 15th DECEMBER, 1937.

ALBANY LAND AGENCY.

Hay District (near Yarrelena).

Corr. No. 4163/27. (Plan 444/80, D1.)
The unsurveyed area, containing about 50 acres, bounded on the south by Reserve 2079, on the west by Location 490, on the north by Locations 137 and 461, on the east by a line in prolongation south of the east boundary of the last-mentioned Location; subject to survey, classification, and pricing.

GERALDTON LAND AGENCY.

Victoria District (near Dartmoor Area).

Corr. No. 9909/09, Vol. 2. (Plan 160/80 F1.)
Location 4992, containing 42 acres, at 10s. per acre; Reserve 13152 (Water) is hereby cancelled.

KATANNING LAND AGENCY.

Kojonup District (about eight miles south-east of Kwobrup).

Corr. No. 13444/11. (Plan 417/80, E2 & 3.)
Location 6372, containing 1,000 acres, at 7s. 3d. per acre; classification page 59 of 14933/10; subject to payment for existing improvements; being A. Holm's forfeited Leases 30694/55 and 17688/74.

NARROGIN LAND AGENCY.

Williams District (about six miles north-east of Noman's Lake).

Corr. No. 8119/22. (Plans 385E/40, F1; 386A/40, A1.)

Location 12845, containing 643a. 0r. 31p., at 5s. 6d. per acre; classification page 7 of 8119/22; and Location 12888, containing 178a. 3r. 1p., at 2s. 9d. per acre; classification page 5 of 1977/23; subject to exemption from road rates for two years from date of approval of application and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being R. J. G. Latham's forfeited Leases 16944/68 and 16998/68.

Williams District (about 1½ miles east of Quinn's Pool).

Corr. No. 1887/37. (Plan 385D/40, B4.)

The unsurveyed area, containing about 325 acres, bounded by lines commencing at the south-east corner of Location 4554 and extending north, east, north, and again east along boundaries of Locations 4554 aforesaid, 4557, 5797, and 8569 to the south-east corner of the latter location; thence south to the north-east corner of Location 12738; thence west along the north boundary of said Location 12738 and part of its west boundary to the production east of the south boundary of Location 4554 aforesaid; thence west along said production to the starting point; subject to survey, classification, and pricing.

NORTHAM LAND AGENCY.

Avon District (near Culbarting Rock).

Corr. No. 4267/22. (Plans 27B/40, F1 & 2; 26A/40, A1 & 2.)

The area, containing about 5,800 acres, bounded on the northward by Locations 25309 and 20173, on the east by Locations 22927, 22932, and 12653, on the south by Locations 6757, 22233, and 22969, on the westward by Locations 20918, 22114, and 20963; subject to survey, classification, and pricing.

Avon District (near Jura Siding).

Corr. No. 7934/11. (Plan 4/80, F1.)

Location 13431, containing 236a. 1r. 25p., at 3s. per acre.

PERTH LAND AGENCY.

Peel Estate (near The Spectacles).

Corr. No. 867/37. (Plan Peel Estate, Sheet 4.)

Lot No.	Area.	Purchase Money.	First Half-Year's Instalment as Deposit.	Half-yearly Instalment over the Balance (29½ years), including principal and interest.	
				To Returned Soldiers, at 4½ %.	To Civilians, at 5 %.
1134	a. r. p.	£ s. d.	£	£ s. d.	£ s. d.
1135	54 2 26	41 0 0	2	1 4 3	1 5 11
1136	16 1 27	20 10 6	2	0 11 8	0 12 7
1137	16 0 23	26 12 9	2	0 15 5	0 16 7
1138	17 3 39	26 19 10	2	0 15 7	0 16 9
1139	25 0 25	26 8 4	2	0 15 3	0 16 5
1140	20 1 36	23 10 11	2	0 13 6	0 14 6
1141	26 1 34	13 17 10	2	0 7 7	0 8 3
1142	22 0 33	17 15 4	2	0 9 11	0 10 0
1143	30 2 17	21 8 6	2	0 12 2	0 13 2

Subject to the conditions applying to this Estate; being H. W. Robins' cancelled application.

Peel Estate (near Barmanup).

Corr. No. 1498/34. (Plan Peel Estate, Sheet 4.)

Lot 1152, containing 29a. 1r. 16p.; purchase money—£48 8s. 6d.; first half-year's instalment as deposit—£2; half-yearly instalments over the balance (29½ years), including principal and interest:—to returned soldiers, at 4½ per cent.—£1 8s. 10d.; to civilians, at 5 per cent.—£1 10s. 9d.; subject to the conditions applying to this Estate. This cancels the notice in *Government Gazette* 23rd November, 1934, relating to this block.

Peel Estate (near Balmanup).

Corr. No. 325/33. (Plan Peel Estate, Sheet 4.)
Lot 1153, containing 22a. 2r. 19p.; purchase money—£50 17s. 10d.; first half-year's instalment as deposit—£2; half-yearly instalments over the balance (29½ years), including principal and interest:—to returned soldiers, at 4½ per cent.—£1 10s. 4d.; to civilians, at 5 per cent.—£1 12s. 4d.; subject to the conditions applying to this Estate. This cancels the notice in *Government Gazette* 18th November, 1936, relating to this block.

Peel Estate (near Balmanup).

Corr. No. 2581/31. (Plan Peel Estate, Sheet 4.)
Lot 1156, containing 19a. 0r. 23p.; purchase money—£28 14s. 4d.; first half-year's instalment as deposit—£2; half-yearly instalment over the balance (29½ years), including principal and interest:—to returned soldiers, at 4½ per cent.—16s. 8d.; to civilians, at 5 per cent.—17s. 11d.; subject to the conditions applying to this Estate. This cancels the notice in *Government Gazette* 12th May, 1933, relating to this block.

Victoria District (near Marchagee).

Corr. No. 1957/37. (Plan 90/80, D2.)
Location pt. 8352, containing 373 acres; subject to pricing and payment for improvements, if any; being D. W. Collins' and M. Barrett-Lennard's cancelled application.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about 10 miles south-west of Salmon Gums).

Corr. No. 3780/22. (Plan 392/80, A4.)
Locations 442 and 701, containing 1,033a. 1r. 13p., and Location 441, containing 1,027a. 2r. 35p.; subject to pricing and to payment for improvements; being G. and A. Pozzi's forfeited Leases 39404/55, 22886/74, and 12859/56.

SOUTHERN CROSS LAND AGENCY.

Yilgarn District (about five miles south of Warra-chuppin).

Corr. No. 1588/32. (Plan 35/80, E1 & 2.)
Location 311, containing 4,321a. 3r. 28p., at 3s. 6d. per acre; classification page 7 of 478/26; subject to exemption from road rates for two years from date of approval of application, and to mining conditions; being T. B. Jackson's and M. R. Dood's forfeited Lease 68/3622.

Yilgarn District (near Garratt).

Corr. No. 3166/25. (Plan 36/80, D3.)
Location 431, containing 996a. 3r. 26p., and Location 432, containing 999a. 3r. 27p., at 7s. 6d. per acre respectively; classifications pages 6 and 7 of 5033/22; subject to existing Agricultural Bank indebtedness and to Goldfields Water Supply firewood conditions; being C. N. and R. H. Adams' forfeited Leases 41506/55 and 13115/56.

Yilgarn District (about 14 miles north of Noongaar).

Corr. No. 4198/26. (Plan 36/80, B2.)
Location 975, containing 1,226a. 1r. 36p., at 7s. 6d. per acre; classification page 20 of 426/26; subject to existing Agricultural Bank indebtedness; being G. Botachi's forfeited Lease 42075/55.

WAGIN LAND AGENCY.

Williams District (about 6½ miles south of Wishbone).

Corr. No. 3465/20. (Plan 408/80, C2.)
Location 13832, containing 187a. 0r. 33p., at 2s. 9d. per acre; subject to exemption from road rates for two years from date of approval of application; being the surrendered portion of H. G. Bolt's Lease 13293/68.

THURSDAY, 16th DECEMBER, 1937.

BRIDGETOWN LAND AGENCY.

Nelson District (about 6½ miles north of Kulikup).

Corr. No. 1905/37. (Plan 415C/40, D3.)
Location 2454, containing 350 acres, at 4s. per acre; classification page 3 of 2836/23; subject to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue and to exemption from road rates for two years from date of approval of application. This cancels the notice in *Government Gazette* 22nd January, 1937, relating to this block.

Wellington District (four miles south of Capel).

Corr. No. 1845/37. (Plans 413B/40, F1 & 2, and 414A/40, A1 & 2.)

The unsurveyed land, containing about 80 acres, bounded by lines commencing at the south-east corner of Location 2432 and extending south along part of the west boundary of Location 3299 and onwards to a north-eastern side of Road No. 705; thence north-westward along said side of road to the south side of a road passing along the south and east boundaries of Location 2034; thence east and north along the south and east sides of the last-mentioned road to the south-west boundary of Reserve 2850; thence south-east, south, and east along boundaries of said Reserve and Location 2432 aforesaid to the starting point; subject to survey, classification, and pricing.

WEDNESDAY, 22nd DECEMBER, 1937.

ALBANY LAND AGENCY.

Plantagenet District (about 5½ miles north-east of Marbellup).

Corr. No. 1663/32. (Plan 451/80, C4.)
Locations 779, containing 150 acres, at 6s. per acre; classification page 15 of File 1663/32; subject to exemption from road rates for two years from date of approval of application and to timber conditions; being J. Robins' forfeited Lease 74/1509.

BEVERLEY LAND AGENCY.

Roe District (about 15 miles north-east of Hyden).

Corr. No. 4712/28. (Plan 346/80, B2.)
Locations 1430 and 1816, containing 1,442a. 1r. 26p., at 6s. per acre; classification page 5 of File 1935/28; subject to existing Agricultural Bank indebtedness. This cancels the notice in the *Government Gazette* of the 12th March, 1937, relating to these blocks.

Roe District (about 17 miles north-east of Hyden).

Corr. 1001/33. (Plan 346/80, B & C2.)
Location 1432, containing 1,344a. 1r. 28p., at 6s. per acre; classification page 3 of File 1935/28; subject to existing Agricultural Bank indebtedness. This cancels the notice in the *Government Gazette* of the 25th March, 1937, relating to this block.

Roe District (about three miles north of Hyden).

Corr. No. 2120/35. (Plan 346/80, A4.)
Location 1318, containing 395a. 3r. 4p., at 2s. 3d. per acre; classification page 4 of File 2120/35; subject to payment for improvements and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being J. Jolly's forfeited Lease 347/920.

Avon District (about 7½ miles north of Dwarda).

Corr. No. 3099/27. (Plan 379C/40, D3.)
Locations 12507 and 18773, containing 305a. 3r., at 5s. per acre; classification page 21A of File 3099/27; subject to exemption from road rates for two years from date of approval of application and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being F. M. Sherry's forfeited Lease 22222/68.

GERALDTON LAND AGENCY.

Victoria District (about 19 miles east of Binu).

Corr. No. 3363/24. (Plan 191/80, E4.)
Location 5070, containing 1,000a. 1r. 10p., at 5s. 6d. per acre; classification page 131 of File 5674/10; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; being the surrendered portion of N. G. Wright's Conditional Purchase Lease 18154/68.

KATANNING LAND AGENCY.

Kojonup District (about 3½ miles south-east of Coyrecup).

Corr. No. 3137/17. (Plans 417A/40, C2, and 417/80, D2.)
Location 5715, containing 240a. 0r. 29p., at 3s. 6d. per acre; classification page 7 of File 3137/17; subject to payment for improvements and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being E. A. Clegg's forfeited Lease 11249/68.

NARROGIN LAND AGENCY.

Williams District (about eight miles south-west of Highbury).

Corr. No. 1800/37. (Plan 385D/40, B4.)

Locations 13043, 13044, and 13045, containing 599a. 2r. 1p., at 6s. 6d. per acre; classification page 5 of File 1444/24; subject to existing Agricultural Bank indebtedness and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being F. Elrich's cancelled application.

Roe District (near Lake Hurlstone).

Corr. No. 3210/28. (Plan 375/80, F2.)

Locations 1134 and 1378, containing 1,433a. 1r. 37p., at 5s. 6d. per acre; classification page 36 of File 3210/28; subject to existing Agricultural Bank and Industries Assistance Board indebtedness; being A. H. Dunshire's forfeited Leases 55/1047 and 74/246.

Williams District (near Kuender).

Corr. No. 6432/22. (Plan 387/80, C2.)

Locations 12560, containing 531a. 1r., Location 10985, containing 999a., also Locations 9522 and 11952, containing 949a. 2r. 26p., at 9s. per acre; classifications pages 44 and 45 of 6432/22; subject to existing Agricultural Bank and Industries Assistance Board indebtedness, also A.B. Cropping lease expiring on the 28th February, 1938; being C. E. Baker's forfeited Leases 18010/68, 38180/55, 38079/55, and 21828/74.

NORTHAM LAND AGENCY.

Ningham District (about 16 miles east of Kirwan).

Corr. No. 4663/27. (Plans 65/80, E4 & F4; 56/80, E.F1.)

Location 2582, containing 3,007a. 3r. 37p., at 4s. per acre; classification page 16 of File 4663/27; and Location 2818, containing 1,100a. 1r. 17p., at 4s. per acre; classification page 8 of File 481/29; subject to existing Agricultural Bank and Industries Assistance Board indebtedness; being A. K. Donaldson's forfeited Leases 68/1015 and 68/1438.

Avon District (about two miles north of Lake Brown).

Corr. No. 528/34. (Plan 54/80, B3 & 4.)

Location 25268, containing 2,069a. 3r. 38p., at 2s. 6d. per acre; classification page 12 of File 4685/29; subject to payment for improvements; being E. Jackson's forfeited Lease 347/410.

Melbourne District (about 7½ miles south-west of Nugadong).

Corr. No. 943/27. (Plan 89/80, B4.)

Location 3238, containing 1,849a. 3r. 8p., at 2s. 6d. per acre; classification page 9 of File 943/27; subject to payment for improvements; being L. A. M. Pascoe's forfeited Lease 22379/68.

Ningham District (about 1½ miles west of Bunketch).

Corr. No. 1264/26. (Plan 65/80, B2.)

Locations 2319 and 2447, containing 1,789a. 1r. 29p., at 4s. 6d. per acre; classification page 37 of File 2463/25; subject to existing Agricultural Bank indebtedness and to the right of the Government to resume for railway or other public purposes any land required, and no compensation to be given for resumption, except for the actual value of any improvements that may be resumed; also subject to a cropping lease which expires on the 28th February, 1938; being E. Batterham's forfeited Leases 20562/68 and 25130/74.

SALMON GUMS LAND AGENCY.

Esperance District (about seven miles north-west of Esperance).

Corr. No. 4591/29. (Plan 423/80.)

Locations 724 and 726, containing 875 acres, at 5s. per acre; classification page 3 of File 3755/23; subject to payment for improvements; being S. R. Douglas' forfeited Lease 68/2128.

Fitzgerald District (about five miles west of Grass Patch).

Corr. No. 1492/32. (Plan 402/80, B1.)

Location 26, containing 1,160a. 1r. 18p.; subject to pricing and to payment for improvements; being C. W. Lowes' forfeited Leases 55/2452 and 74/1585.

Fitzgerald District (about nine miles east of Grass Patch).

Corr. No. 2486/33. (Plan 402/80, D & E 1 & 2.)

Locations 143 and 179, containing 1,000 acres, at 5s. per acre; subject to payment for improvements; being A. F. Maddera's cancelled application.

Fitzgerald District (about four miles south-east of Red Lake).

Corr. No. 1490/21. (Plans 392/80, D4, and 402/80, D1.)

Locations 63 and 156, containing 1,160 acres; subject to pricing and to payment for improvements; being J. D. Townsend's forfeited Leases 38520/55 and 22175/74.

Fitzgerald District (about 11 miles west of Red Lake).

Corr. No. 799/27. (Plan 392/80, A4.)

Locations 289 and 809, containing 1,001a. 2r. 4p.; subject to pricing and to payment for improvements. This cancels the notice in the *Government Gazette* of the 7th July, 1933, relating to these blocks.

Fitzgerald District (about six miles west of Salmon Gums).

Corr. No. 2223/36. (Plan 392/80, A1 & 2.)

Locations 301, 224, 458, and 249, containing 2,000a. 3r. 5p., at 5s. 9d. per acre; classification pages 7 and 30 of File No. 70/22; subject to existing Agricultural Bank indebtedness and to mining conditions; being J. O'Brien's cancelled application.

Fitzgerald District (about 7½ miles north-east of Dowak).

Corr. No. 5476/26. (Plan 392/80, C1.)

Location 1021, containing 1,093a. 0r. 15p., at 5s. 9d. per acre; classification page 36 of File 5608/25; subject to payment for improvements and to mining conditions. This cancels the notice in *Government Gazette* of the 28th October, 1931, relating to this block.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about 12½ miles south of Moorine Rock).

Corr. No. 1871/30. (Plan 23/80, C & D2.)

Location 264, containing 1,000a. 1r. 23p., at 7s. 9d. per acre, including survey fee, ex improvements; classification page 5 of 1565/28; subject to deposit of £28 18s. being lodged with application, made up of half the value of existing improvements (assessed at £54 18s.), plus the half-yearly instalment with lease and registration fee £1 9s.; payment for the balance of improvements will be spread over the term of the lease; being T. T. Cook's forfeited Lease 68/2721.

WAGIN LAND AGENCY.

Williams District (about five miles north of Boyerine).

Corr. No 1827/21 (Plan 409C/40, E3 & 4)

Location 12520, containing 778a. 1r. 22p., at 2s. 9d. per acre; classification page 2 of File 1827/21; subject to payment for improvements; being W. K. Willmott's forfeited Lease 14594/68.

G. L. NEEDHAM,

Under Secretary for Lands.

GNOWANGERUP ROAD DISTRICT.

Temporary Closure of Road.

Department of Lands and Surveys,

Corres. No. 1805/37. Perth, 3rd December, 1937.

IT is hereby notified, for general information, that the Hon. the Minister for Lands having approved, on the recommendation of the Gnowangerup Road Board, of the road hereunder described being temporarily closed, under Section 152 of "The Road Districts Act, 1919-1934," such road is hereby closed until further notice.

No. 72.—The surveyed road along the northern boundaries of Kojonup Locations 3157 and 3158; from a surveyed road at the north-east corner of the former to a surveyed road at the north-west corner of the latter location. (Plan 436B/40, E & F1.)

G. L. NEEDHAM,

Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

WE, E. P. Gell and E. F. G. Quartermaine, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Wagin Road Board to close the said portion of road, viz.:—

Wagin.

1460/37.

W. 563:—The surveyed road passing along the west and south boundaries of Williams Location 3717; from Road No. 297 at its north-west corner to a surveyed road at its south-east corner. (Plan 409A/40, C2.)

EMILIE P. GELL.
E. E. G. QUARTERMAINE.

I, Gerald Austin William Piesse, on behalf of the Wagin Road Board, hereby assent to the above application to close the road therein described.

G. AUSTIN W. PIESSE,
Chairman Wagin Road Board.

23rd November, 1937.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

I, PHILIP JAMES TOLL, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Wagin Road Board to close the said portion of road, viz.:—

Wagin.

5053/30.

W. 562:—The surveyed road along the south and east boundaries of Williams Location 7196, the east boundary of Location 8666, and through Location 7595; from the

south-west corner of the first-mentioned to the north boundary of the last-mentioned location. (Plan 385C/40, E4.)

PHILIP J. TOLL.

I, Gerald Austin William Piesse, on behalf of the Wagin Road Board, hereby assent to the above application to close the road therein described.

G. AUSTIN W. PIESSE,
Chairman Wagin Road Board.

23rd November, 1937.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

CHRISTIAN BROTHERS' COLLEGE, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Canning Road Board to close the said portion of road, viz.:—

Canning.

1229/37.

C. 384:—The whole of Road No. 9787 passing along the eastern boundary of Lot 4 of Canning Location 37; from its north-east to its south-east corners. (Plan 1D/20, S.E.)

C. P. FOLEY,
Principal Christian Bros' College.

I, George Harmston Wilson, on behalf of the Canning Road Board, hereby assent to the above application to close the road therein described.

G. H. WILSON,
Chairman Canning Road Board.

22nd November, 1937.

TENDERS FOR PUBLIC WORKS.

Date of Notice	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract etc., to be seen.
1937.		1937.	
Nov. 17	Bunbury Gaol—Septic Tank Installation (8787)	(2.30 p.m. on Tuesday) 7th December ...	Contractors' Room, Perth, and P.W.D., Bunbury, on and after 23rd November, 1937.
Nov. 17	Port Hedland Hospital—Extensive Additions (8788)	14th December ...	Contractors' Room, Perth, and Court Houses, Broome and Port Hedland, on and after 23rd November, 1937.
Nov. 24	G.W.S. Pumping Station, No. 4 (Merredin)—Alterations to Roofs, etc. (8789)	14th December ...	Contractors' Room, Perth; Kellerberrin Police Station, and Merredin Court House, on and after 30th November, 1937.
Nov. 24	G.W.S. Pumping Station, No. 3 (Cunderdin)—Alterations to Roofs, etc. (8790)	14th December ...	Contractors' Room, Perth; Northam Court House, and Kellerberrin Police Station on and after 30th November, 1937.
Nov. 24	G.W.S. Pumping Stations, Nos. 1 and 2 (Mundaring)—Alterations to Roofs, etc. (8791)	14th December ...	Contractors' Room, Perth, on and after 30th November, 1937.
Dec. 1	Avondale State Farm—Quarters (8793)	21st December ...	Contractors' Room, Perth; Water Supply Office, Northam, and Court House, Narrogin, on and after Tuesday, 7th December, 1937.
Dec. 1	Jarrahdale Hospital—Septic Tank Installation (8794)	21st December ...	Contractors' Room, Perth, and Court House, Pinjarra, on and after Tuesday, 7th December, 1937.
Dec. 1	No. 5 Pumping Station—New Quarters (8795)	21st December ...	Contractors' Room, Perth, and Court House, Merredin, on and after Tuesday, 7th December, 1937.
Dec. 1	Dalkeith—New School (8796) ...	21st December ...	Contractors' Room, Perth, on and after Tuesday, 7th December, 1937.
Dec. 1	Yallabatharra—New School (8797)	21st December ...	Contractors' Room, Perth, and P.W.D., Geraldton, on and after Tuesday, 7th December, 1937.

Tenders, together with the prescribed deposit, are to be addressed to "The Hon. the Minister for Public Works," and marked "Tender," and will be received at the Public Works Office, Perth. The lowest or any tender will not necessarily be accepted.

W. S. ANDREW, Under Secretary for Public Works.

THE ROAD DISTRICTS ACT, 1919-1934.

Dowerin and Meckering Road Districts—Alteration of Common Boundary—Notice of Intention.

Department of Public Works,
Perth, 17th November, 1937.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of Section 8 of "The Road Districts Act, 1919-1934," to alter the common bound-

dary between the Dowerin and Meckering Road Districts, by severing from the Dowerin Road District that portion of Avon Location 24076 as lies within such District and annexing it to the Meckering Road District.

Plan showing the proposed alteration may be seen at the Local Government Office, Department of Public Works, Perth.

W. S. ANDREW,
Under Secretary for Public Works.

THE ROAD DISTRICTS ACT, 1919-1934.

Perth Road District.

Classification of Lawley Ward.

P.W. 686/37.

THE Perth Road Board, under and by virtue of the powers conferred on it in that behalf by "The Road Districts Act, 1919-1934," and all other powers enabling it, doth hereby make and publish the following By-law:—

Notwithstanding anything therein contained in the By-laws made by the Board dated the 17th June, 1937, and gazetted 23rd July, 1937, pages 1197-8, the Board may permit structural alterations to any building being used at the date hereof for purposes other than those mentioned in paragraphs three, four and five of the said By-laws: provided that the purposes for which such building is used or is to be used are not altered.

Passed at a meeting of the Perth Road Board held on the 7th day of October, 1937.

J. ORR,
Chairman.
W. E. STOCKDALE,
Secretary.

Recommended—

H. MILLINGTON,
Minister Controlling Local Government.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 22nd day of November, 1937.

L. E. SHAPCOTT,
Clerk of the Council.

THE ROAD DISTRICTS ACT, 1919-34.

Gnowangerup Road District.

Notice of intention to Borrow.

Proposed Loan of £750.

NOTICE is hereby given that the Gnowangerup Road Board proposes to borrow the sum of £750, to be expended on the paving or partial paving of roads within the Gnowangerup Road District.

It is proposed to raise this sum by the sale of Debentures, repayable with interest by sixty equal half-yearly instalments over a period of thirty years after the date of the issue thereof, in lieu of the formation of a Sinking Fund.

The debentures shall bear interest at the rate of £4 15s. per centum per annum, payable half-yearly.

The amount of the said Debentures and interest thereon is to be paid at The National Bank of Australasia, Limited, Gnowangerup.

The plans and specifications, and an estimate of the cost of such works, and a statement showing the proposed expenditure of the money to be borrowed, including the cost of supervision and initial expenditure in connection with the raising of the Loan, are open for inspection at the Office of the Road Board, Gnowangerup, for one month after the publication of this notice, between the hours of 9 a.m. and 5 p.m. on Mondays to Fridays and 9 a.m. to 12 noon on Saturdays.

The works and undertakings for which the Loan is proposed to be raised will in the opinion of the Board be of special benefit to that portion of the Gnowangerup Road District, namely, the Town Ward as defined in the *Government Gazette* of the 26th September, 1913; the 4th October, 1923, and the 27th September, 1929, and any Loan Rate applicable to such Loan will be levied on the rateable land within such Town Ward of the said District.

Dated the 19th day of November, 1937.

E. CHAMBERS,
Chairman.

W. J. CUNEO,
Secretary Gnowangerup Road Board.

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S.1669/35.

IN accordance with the provisions of "The Metropolitan Water Supply, Sewerage, and Drainage Act, 1909," it is hereby notified that sewers and other apparatus have been completed and are now available for use in extension to Area 41, Perth, within the boundaries of the City of Perth, as described hereinafter, Lot 88, Loch street:—

The owner of the above property is hereby notified that such property is capable of being connected to the

sewer and must therefore connect his premises to the sewer within thirty days from date of service of prescribed notice; and is also notified that Sewerage Rates will in accordance with the By-laws be enforced from 1st January, 1938, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st January, 1938, Rates will be charged from date of connection.

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

Dated this 26th day of November, 1937, at the Office of the Department, The Barracks, St. George's place, Perth.

L. T. KEVAN,
Acting Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 1234/37.

IN accordance with the provisions of "The Metropolitan Water Supply, Sewerage, and Drainage Act, 1909," it is hereby notified that sewers and other apparatus have been completed and are now available for use in Reti-culation Area Nos. 43A and 43B, Perth, within the boundaries of the Perth Road District, as described hereinafter:—

Commencing at a point in the centre of Dundas road opposite the centre of Chatham street and proceeding north-east along the centre of Chatham street to the centre of Normanby street; thence south-east along the centre of Normanby street to the centre of Robinson street; thence south-west along the centre of Robinson street to the centre of Dundas road; thence south-east along the centre of Dundas road to a point opposite the south-east boundary of Lot 510, Dundas road; thence south-west across Dundas road and along the south-east boundaries of Lots 510 Dundas road and 440 Tenth avenue to the centre of Tenth avenue; thence south-east along the centre of Tenth avenue to the centre of Beaufort street; thence north-east along the centre of Beaufort street to a point opposite the centre of Harcourt street; thence south-east across Beaufort street and along the centre of Harcourt street to the centre of York street; thence south-west along the centre of York street to the centre of Tenth avenue; thence north-west along the centre of Tenth avenue to a point opposite the south-east boundary of Lot 125, Tenth avenue; thence south-west across Tenth avenue and along the south-east boundaries of Lot 125, Tenth avenue and 179 Ninth avenue, to and across Ninth avenue and along the south-east boundaries of Lots 274, Ninth avenue and 326 Eighth avenue to the centre of Eighth avenue; thence north-west along the centre of Eighth avenue to the centre of John street; thence north-east along the centre of John street to the centre of Ninth avenue; thence north-west along the centre of Ninth avenue to the centre of Beaufort street; thence north-east along the centre of Beaufort street to the centre of Tenth avenue; thence north-west along the centre of Tenth avenue to a point opposite the south-east boundary of Lot 420, Tenth avenue; thence south-west along the south-east boundaries of Lots 420 Tenth avenue and 349 Ninth avenue to the centre of Ninth avenue; thence north-west along the centre of Ninth avenue to a point on the boundary of

Reserve 943B; thence north-east along the said boundary to the centre of Dundas road; thence north-west along the centre of Dundas road to the point of commencement, as shown in green on plan M.W.S.S. & D.D., W.A., No. 5993.

The owners of the properties situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer, and must, therefore, connect their premises to the sewer within thirty days from the date of service of prescribed notice, and are also notified that Sewerage Rates will in accordance with the By-laws be enforced from the 1st day of March, 1938, if premises are not previously connected, and be payable in advance. If premises are connected prior to the 1st day of March, 1938, Rates will be charged from date of connection.

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

Dated this 24th day of November, 1937, at the Office of the Department, St. George's place, Perth.

L. T. KEVAN,
Acting Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE DEPARTMENT.

M.W.S. 97/37.

IN accordance with the provisions of "The Metropolitan Water Supply, Sewerage, and Drainage Act, 1909," it is hereby notified that sewers and other apparatus have been completed and are now available for use in Extension to Reticulation Area No. 2, Cottesloe, within the boundaries of the Cottesloe District, as described hereunder:—

Commencing at a point in the centre of Grant street opposite the centre of the right-of-way at the rear of Lots 6, 7, 8, 9, and 10, Marmion street, and proceeding south across Grant street and along the centre of the said right-of-way to the centre of Hawkestone street; thence west along the centre of Hawkestone street to a point 58 feet west of the east boundary of Lot 91, Hawkestone street; thence north across Hawkestone street and Lot 91, Hawkestone street, to the centre of the right-of-way at the rear of Lot 97, Grant street; thence east along the centre of the said right-of-way to a point opposite the west boundary of Lot 97, Grant street; thence north across the said right-of-way and along the west boundary of Lot 97, Grant street, to the centre of Grant street; thence east along the centre of Grant street to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A., No. 5995.

Owners of property situated within the boundaries of above area are hereby notified that such properties are capable of being connected to the sewer, and must therefore connect their premises to the sewers within thirty days from date of service of prescribed notice; and are also notified that Sewerage Rates will in accordance with the By-laws be enforced from 1st February, 1938, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st February, 1938, Rates will be charged from date of connection.

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

Dated this 26th day of November, 1937, at the Office of the Department, The Barracks, St. George's place, Perth.

L. T. KEVAN,
Acting Under Secretary.

within the boundaries of the Perth Road District, as described hereinafter:—

Commencing at a point in the centre of Railway parade opposite the centre of Ninth avenue and proceeding north-west along the centre of Ninth avenue to a point opposite the north-west boundary of Lot 170, Ninth avenue; thence north-east across Ninth avenue and along the north-west boundaries of Lots 170 Ninth avenue and 134 Tenth avenue to the centre of Tenth avenue; thence north-west along the centre of Tenth avenue to a point opposite the centre of York street; thence north-east across Tenth avenue and along the centre of York street to the centre of Nelson street; thence north-west along the centre of Nelson street to a point opposite the centre of Hay street; thence north-east across Nelson street and along the centre of Hay street to the centre of Salisbury street; thence south along the centre of Salisbury street to the centre of Bowden street; thence south-west along the centre of Bowden street to the centre of Sussex street; thence south-east along the centre of Sussex street to the centre of Railway parade; thence south-west along the centre of Railway parade to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A., No. 5994.

The owners of the properties situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer and must therefore connect their premises to the sewer within thirty days from the date of service of prescribed notice; and are also notified that Sewerage Rates will in accordance with the By-laws be enforced from the 1st day of March, 1938, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st day of March, 1938, Rates will be charged from date of connection.

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

Dated this 25th day of November, 1937, at the Office of the Department, St. George's place, Perth.

L. T. KEVAN,
Acting Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE DEPARTMENT.

M.W.S. 588/37.

IN accordance with the provisions of "The Metropolitan Water Supply, Sewerage, and Drainage Act, 1909," it is hereby notified that sewers and other apparatus have been completed, and are now available for use in Part 2 of Reticulation Area No. 47, Perth,

MUNICIPALITY OF GERALDTON.

Appointment of Poundkeeper.

IT is hereby notified, for general information, that Herbert Joseph Scott, of Geraldton, has been appointed Poundkeeper to the Municipality of Geraldton.

By order of the Council,

R. W. CARTER,
Town Clerk.

THE ROAD DISTRICTS ACT, 1919-34.

Road Board Elections.

Department of Public Works,
Perth, 29th November, 1937.

IT is hereby notified, for general information, in accordance with Section 92 of "The Road Districts Act, 1919-34," that the following gentlemen have been elected members of the undermentioned Road Boards, to fill the vacancies shown in the particulars hereunder:—

Road Board.	Date of Election.	MEMBER ELECTED :		Ward.	Occupation.	How vacancy occurred: (a) Effluxion of time. (b) Resignation. (c) Death.	Name of previous Member.	Remarks.
		Surname.	Christian Name.					
Dardanup ...	20-11-37	Rose ...	Maxwell, Percival	North ...	Farmer ...	(b)	Hedges, W. S.	
Perth ...	27-11-37	Hamer ...	Maurice Edgar ...	Lawley ...	Company Manager	(b)	Orr, J. ...	Unopposed.
Wiluna ...	19-11-37	Montgomery	John James ...	Mine ...	Miner ...	(b)	Montgomery, J. J.	do.

W. S. ANDREW, Under Secretary for Public Works.

CATTLE TRESPASS, FENCING, AND IMPOUNDING ACT, 1882.

Northampton District Road Board.

IN accordance with the above Act it is hereby notified that the Public Pound is situated on Lot 31½ and that S. Standen, of Northampton, is the Poundkeeper.

It is also notified that John Pluschke, of Northampton, is appointed Ranger to the Northampton Road Board,

with authority to impound great and small stock straying on roads under the control of the above Board; mileage fees approved by the Board to be charged are—one shilling per head per mile for great stock and twopence per head per mile for small stock.

C. F. FRASER,
Secretary.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
883/37	1937. Nov. 26	R. L. Sullivan ...	312A, 1937	Cartage of General Supplies from Railway Station, Mt. Magnet, to State Battery, Boogardie, for period ending 31st December, 1938, as follows :— Item 1—At per ton or portion thereof, <i>pro rata</i> Item 2—Minimum Charge for any Consignment	Mines	5s. per ton. 5s. per ton.
957/37	do.	M. E. Fowler ...	392A, 1937	Purchase and Removal of Second-hand "Morris Isis" 6-Cyl. Saloon Car, as per Item 1	Premier's	for £41 10s. 0d.
"	do.	Motor Parts, Ltd. ...	"	Purchase and Removal of Second-hand "Whippet" 4-Cyl. Tourer Car, as per Item 2	do.	for £17 10s. 0d.
893/37	do.	McLean Bros. & Rigg, Ltd.	325A, 1937	One only 1½ H.P. Hopper Cooled Type "N" Ronaldson-Tippett Engine, V-belted to a Clark Pump Jack, as per Item 1	Public Works	for £51 17s. 0d.
935/37	do.	Malloch Bros., Ltd.	374A, 1937	One only 7 H.P. Lister Diesel Vert. Single Cylinder Cold Starting Crude Oil Engine, 1,000 R.P.M. V-belted to a Higgs 110-V. 35-Amp. Compound Generator, as per Item 1; F.O.R. Perth	do.	£179 17s. 6d.
857/37	do.	Aqua Proofing Co., Ltd.	311A, 1937	Mackintosh Coats and Bicycle Capes for Police as follows :— Item 1—54 only Mackintosh Coats (Foot), with Throat Straps Item 2—12 Mackintosh Bicycle Capes	Police	70s. each. 35s. each.
956/37	do.	T. Vivian ...	389A, 1937	Guttering, Down Pipe, Ridge-cap, etc., from 1st January, 1938, to 30th June, 1938, as per Items 1 to 14	Various	Rates on application.
966/37	do.	Elder, Smith & Co., Ltd.	393A, 1937	30 Bottles Quicksilver (Italian), as per Item 1; C.I.F. and E., Fremantle. Payment in Perth	Mines	£17 per bottle.
813/37	do.	Measurement, Ltd. ...	299A, 1937	24 only ½-in. N.S. Type "Measurement" Meters, as per Item 2; F.O.R. Perth	Goldfields Water Supply	72s. 6d. each.
918/37	do.	Lynas Motors, Ltd. ...	366A, 1937	2 only Ford V 8 Truck Engines with Truck-type Gears (4 forward and 1 reversed), as per Item 1	Public Works	£124 each less 15 per cent.
874/37	do.	W. P. Bradley ...	324A, 1937	Cartage of Coal from Railway Station, Claremont, to Claremont Mental Hospital, and of Coal and Firewood from Railway Station, Karrakatta, to "Lemnos" Hospital, from 1st January, 1938, to 31st December, 1938, as per Items 1a, 2 and 3— Item 1a Item 2 Item 3	C.S.D.	2s. 2d. per ton. 2s. 4d. per ton. 2s. 2d. per ton.
934/37	do.	James Hardie & Co. Pty., Ltd.	373A, 1937	Approx. 2,915 lin. ft. of 10½-in. external diameter Asbestos Cement Pipes, with Socket Joints, as per Item 2	Metropolitan Water Supply	4s. 6d. per lin. ft.
937/37	Nov. 27	Pike Bros. ...	375A, 1937	Groceries for Kalgoorlie Hospital, for 6 months from 1st December, 1937, to 31st May, 1938, as per Items 1 to 60, inclusive	Kalgoorlie Hospital	Rates on application.
20/37	do.	Sara & Cook, Ltd. ...	...	Butter ("Keylock") to Government Institutions for 3 weeks ending 18th December, 1937	Various	1s. 4½d. per lb.

Addition to Contract.

Tender Board No.	Date.	Contractor.	Particulars.
336/37	1937. Nov. 29	T. H. McMahon ...	25 cords Firewood for No. 5 Pumping Station, under Item 1 of Schedule 116A, 1937, at 19s. per cord.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1937.			1937.
Oct. 26 ...	323A, 1937 ...	C.I. Sluice Valves, 24in. diameter, 4 only ...	Dec. 9
Nov. 25 ...	400A, 1937 ...	½in. Water Meters, 220 only ...	Dec. 9
Nov. 25 ...	...	Dairy Produce and Meat for Government Institutions for 3 months ending 31st March, 1938 ...	Dec. 9
Nov. 25 ...	410A, 1937 ...	Shoeing Horses controlled by the Stock Department during the year 1938 ...	Dec. 9
Nov. 26 ...	412A, 1937 ...	Jarrah or Wandoo Stringers and Corbels: Stringers 36/21ft., 12/20ft.; Corbels 42/5ft. ...	Dec. 9
Nov. 30 ...	414A, 1937 ...	Cartage of Sludge, 300 cub. yds., from Subiaco Treatment Works to the Claremont Mental Hospital ...	Dec. 9
Nov. 30 ...	415A, 1937 ...	Buttons for Police Uniforms, 12 doz. ...	Dec. 9
Dec. 2 ...	418A, 419A, 1937	Removal of Bodies to Morgues at Kalgoorlie, Boulder, Northam, Perth, Fremantle and Midland Junction, during the year 1938 ...	Dec. 9
Nov. 25 ...	405A, 1937 ...	Coarse Salt for Hides, 370 tons ...	Dec. 16
Nov. 25 ...	406A, 1937 ...	Fuel Oil for Wyndham Meatworks, 1,200 tons ...	Dec. 16
Nov. 25 ...	407A, 1937 ...	Anhydrous Ammonia, 10,000lbs. ...	Dec. 16
Nov. 25 ...	408A, 1937 ...	Fuel Oil for Government requirements during a period of 12 months ...	Dec. 16
Nov. 30 ...	...	Burial of Deceased Destitute Persons and Natives at various Towns throughout the State during the year 1938 ...	Dec. 16
Nov. 2 ...	365A, 1937 ...	Copper Plates, 41 only ...	1938. Jan. 6
Nov. 2 ...	367A, 1937 ...	½in. Water Meters, approx. 7,500 only, over a period of 5 years, with 5 years maintenance ...	Feb. 24

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the above-mentioned supplies until 2.15 p.m. on the date of closing.

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

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

No tender necessarily accepted.

E. TINDALE,

Chairman W.A. Government Tender Board.

Dated the 2nd day of December, 1937.

WESTERN AUSTRALIAN GOVERNMENT RAILWAYS.

C.A./G. 9117 (9); R. 75/37.

It is notified, for general information, that the following alterations and additions have been made in the Coaching Rates Book dated 1st December, 1925, and in the Goods Rates Book dated 1st March, 1935:—

Coaching Rates Book.

Page 58: from 1/11/37:—Substitute Mosman Park for Buckland Hill.

Page 99: from 6/11/37:—Wireless: Delete the existing rates and insert:—

Wireless sets—Ordinary, plus 50%.

Wireless parts (packed)—Ordinary. Applies also to Midland Railway.

Page 107: from 20/11/37:—Bicycles, etc.: Insert:—Toy Motor Cars (unaccompanied) may be charged as under:—

Up to 3ft. in length—Half unaccompanied pram rate.

Over 3ft. in length—Full unaccompanied pram rate. Applies also to Midland Railway.

Page 151 (Reprint): from 1/11/37:—Substitute Mosman Park for Buckland Hill.

Page 161 (Reprint): from 1/12/37:—Substitute TARDUN for Tardun.

Goods Rates Book.

Page 34: from 20/11/37:—Insert:—Gluten meal (bread improver)—1.

Page 48: from 23/10/37:—Footnote: “Sleepers—Secondhand etc.”—After “farmers” insert “and pastoralists.”

Page 120, from 30/10/37:—Alter mileage to

Claymore:—Swan Saw Mills Ltd. 2¾

Wonnerup:—Sussex Timber Co. (Dellerton) 6½

Page 171: from 30/10/37:—

Ballidu:—Vacuum Oil Co. Pty., Ltd. 158

Page 120: from 6/11/37:—Dwellingup:—Railway Mill: Add:—Banksiadale).

Page 144: from 23/10/37:—Delete paragraph 11 and insert:—

11. Printed matter for Commonwealth Departments forwarded by the Government Printer from Melbourne to Canberra and other capital cities or from Canberra to other capital cities by goods train shall be charged two-thirds of the ordinary mileage rates on each system, unless where applicable it is cheaper to charge the full arbitrary intersystem rates.

Page 152: from 23/10/37:—Watering Stock:—Clause (a), last line—substitute 1d. for 1s. per head.

Page 164: from 6/11/37:—Fremantle:—For West Australian Cement Co., Ltd., substitute Swan Portland Cement Co., Ltd.

Page 191: from 1/11/37:—Delete Buckland Hill.

Page 192: from 30/10/37:—Cottesloe:—Sheep and Cattle Races column. Delete:—Yes.

Page 194: from 23/10/37:—Fernbrook:—Carriage and Horse column: Delete:—Yes.

Page 198: from 1/11/37:—After Morgans insert:—9 Mosman Park § E.R. “Yes” in Shelter Shed column. Footnote:—§ Open for coaching traffic, but will deal with goods consignments up to a maximum of 1 cwt. 7 lbs.

Page 198: from 6/11/37:—Minnivale:—Substitute MNL for MVE.

Page 202: from 1/12/37:—Tardun:—Delete *.

Page 205: from 1/11/37:—Substitute MOSMAN PARK for BUCKLAND HILL.

Page 215: from 1/12/37:—Substitute TARDUN for Tardun.

J. A. ELLIS,

Commissioner of Railways.

24th November, 1937.

INDUSTRIAL AGREEMENT.

No. 28 of 1937.

(Registered 5/11/1937.)

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this Twenty-eighth day of October, 1937, between the West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, and Messrs. Benson & Crute, D'Raine & Howson, Fouracre & Wass, H. Walker, C. Tomkinson, A. E. Gibson, Master Butchers, and others carrying on business at Bunbury and surrounding districts.

1.

Whereby it is agreed that the following rates of wages shall be paid and the hours of labour and working conditions therein shall be observed in respect to all workers employed in connection with retail butcher shops and the manufacture of smallgoods, and includes shops and/or farmers selling or handling fresh, chilled, or frozen meat in less quantities than a quarter of beef or a carcase of mutton, lamb, veal or pork; wholesale butchers, also slaughtermen, slaughterhouse assistants, boiling-down employees, beef carters, and farm employees engaged in butchering work.

2.—Area.

This Agreement shall operate over an area comprised within a radius of 20 miles from the Post Office, Bunbury.

3.—Term.

This Agreement shall operate for a period of three years from its date. Provided that, at any time after the expiration of twelve months from its date, application may be made to the Court for alteration, revision, or amendment by any party, or person affected by its provision (except, in event of Town Abattoirs being erected, Abattoirs Section to be revised straightaway).

4.—Copy of Agreement.

A copy of this Agreement, under glass, shall be posted by each employer in each shop, store, factory or abattoirs in some position accessible to all workers.

5.—Wages.

The wages prescribed for each section and class of worker contained in Schedule 1, annexed hereto.

6.—Mixed Functions.

Any worker called upon to do or performing any work that carries a higher rate of wage shall be paid such higher rate for that day.

7.—Weekly Hands.

The employment shall be weekly, and a week's notice shall be given on either side to terminate the engagement or a week's wages paid in lieu of notice; such notice may be given before 12 o'clock noon on any day.

8.—Casual Workers.

All or any casual workers starting at any time during the day shall be paid full casual rates for the day, and casual rates shall be paid, unless the worker shall have been notified by the employer before 5 p.m. on the day of engagement that he is to be employed as a permanent hand, but in the event of any casual hand who has been engaged to start at the ordinary starting time not reporting himself for duty at starting time, he shall be paid proportionately for the hours he works.

9.—Pro rata Holiday Pay.

A worker who has not completed twelve months of service shall be paid holiday pay in lieu of the annual holiday, at the rate of 1/52 part of his weekly wage for every week employed.

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

Where a worker is dismissed for misconduct he will not be entitled to the benefit of the provisions of this clause.

Holiday pay shall not accrue during a worker's absence from duty for any cause whatsoever.

The foregoing provision shall not apply to casual workers.

10.—Time and Wages Book.

The employer shall provide a Time Book, to be kept where the worker or workers usually start work, in which each worker shall enter his starting and finishing time each day. The employer shall enter a record in a book showing the time worked by, and the wages and overtime paid to each worker. Such time and record books shall be open to inspection by the secretary of the Union or such other person authorised in writing by the President of the Union during working hours on any day.

11.—First Aid.

Each employer shall keep at his shop, factory, or abattoir, or at each, if more than one, a first aid equipment fully stocked for the use of the employees.

12.—Under-rate Workers.

A worker who by reason of old age or infirmity is unable to earn the minimum rate of wage herein prescribed may be employed at a lower rate, which shall be agreed upon in writing between the worker and secretary of the Union. If within seven days after being notified in writing of the worker's desire to work at a lower rate of wage than that prescribed the said secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the Resident or Police Magistrate within whose Magisterial District the proposed employment will take place to fix such lower rate of wages.

The worker shall give such secretary two days' notice in writing of his intention to apply to the Magistrate, and the said secretary or his agent may attend and oppose the application. The Magistrate may fix the rate of wage and his decision shall be final.

Any worker whose wage shall have been fixed may work for and be employed by the employer within the district to which this Award applies for such lower wage for a period of six calendar months thereafter, and, after the expiration of the said period, until fourteen days' notice in writing shall have been given him by the secretary of the Union, requiring his wage to be again fixed in the manner prescribed by this clause.

13.—Junior Worker's Certificate.

Junior workers, upon being engaged, shall furnish the employer with a certificate containing the following particulars:—(1) Name in full; (2) Age; (3) Date of birth.

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

14.—Apprentices.

(1) The provision of the Schedule annexed hereto entitled Apprenticeship Regulations shall extend and apply to apprentices coming within the scope of this Agreement.

(2) The maximum number of apprentices allowed to any employer shall be in proportion of one apprentice to every four journeymen employed, or one apprentice to every two journeymen, where a less number than four journeymen are employed by such employer.

(3) The period of apprenticeship shall be five years: provided, however, that in the case of youths who have already had experience in the Industry, this period may be reduced by consent of Court as to the allowance to be made out of the said period of five years, for the experience previously gained in the Industry.

(4) Apprentices may be taken to:—(a) General butchering; (b) Slaughtering; but, where both operations (a) and (b) are carried on by the employer, he shall undertake to teach apprentices both.

15.—Board of Reference.

The Court appoints for the purpose of the Award a Board or Boards of Reference. Each Board shall consist of a Chairman and two other representatives. One to be nominated by each of the parties, as prescribed by the Regulations. They are assigned to each such

Board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of:—

- (1) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement or any of them;
- (2) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement;
- (3) deciding any other matters that the Court may refer to such Board from time to time.
- (4) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Regulations to "The Industrial Arbitration Act, 1912-1935," which for this purpose are embodied in the Agreement.

16.—Adjustment of certain Rates.

The amounts mentioned hereinafter for the performance of specific tasks by workers bound by the Agreement shall be subject to variation in accordance with the basic wage from time to time declared by the Court, based upon the ratio or proportion the new basic wage bears to the old.

Shop Section.

17.—Definitions.

"Shop Section" shall comprise retail butchers' shops and the manufacture and/or delivery of smallgoods, bacon-curing, and includes shops selling or handling fresh, chilled, or frozen meat in less quantities than a quarter of beef or a carcase of mutton, lamb, veal, or pork.

"First shopman."—In every shop where one or more shopmen are employed one shall be classed as first shopman. Provided however that where a manager is employed who works in the shop he shall be considered as "First shopman."

"Cutting cart hand" shall mean one who takes meat out in bulk and cuts and sells it from the cart or motor.

"Salter" shall mean one who is employed the greater portion of his time salting and curing meat.

"General butcher" shall mean one employed cutting up meat, serving in shop, or doing rounds and cutting meat or general work of a butcher, or who is assisting in a smallgoods factory.

18.—Hours.

(a) Forty-eight hours shall constitute a week's work. No working day shall consist of more than eight hours and the working hours each day shall be consecutive, with the exception of one hour for breakfast in each of the six days when work starts before seven, and two hours for dinner on the days Monday to Friday.

(b) The starting and finishing time shall be mutually arranged between the employer and the worker. In the absence of an agreement the Registrar shall decide.

(c) Subject to Clause 19 all work shall be performed within the limits of 6 a.m. and 5 p.m. Monday to Friday, and 5 a.m. and 9 p.m. Saturdays, and no worker shall be on or shall be allowed on the premises before 6 a.m. Monday to Friday, or 5 a.m. Saturdays, nor after 5.5 p.m., Monday to Friday, or 9.5 p.m. on Saturdays.

(d) The starting time on Wednesday shall be 6 a.m. and the finishing time shall be 12 noon, with one hour off for breakfast.

19.—Overtime.

1. Work shall not be allowed outside the limits of Clause 18, except in case of urgent necessity for the purpose of:—

- (a) supplying military hospitals, military camps, military depots, and shipping;
- (b) supplying State institutions whose contracts are open to public tender, and
- (c) breakdown of refrigerating plant, which necessitates the worker handling the meat contained in the chambers attached thereto.

2. Overtime is permissible within the limits set out in Clause 18 to meet the case of the unforeseen absence of any worker owing to accident or sickness or any other cause.

3. The rates of overtime for work done under this clause shall be:—

Time and half for first two hours, thereafter double time.

When a worker has left the premises and is recalled to work under this clause, he shall be paid at least two hours at *pro rata* rates.

4. In any establishment where it is necessary to attend to the refrigerator at times not within the ordinary hours, it shall be permissible for a worker to do so on terms arranged with the employer and approved by the secretary of the Union.

20.—Holidays.

New Year's Day, Good Friday, Labour Day, Picnic Day (or some other day in lieu of the Picnic), Christmas Day, Boxing Day, and any other gazetted holidays shall be observed as close holidays. When any of these days specified are observed on a Sunday, some other day shall be substituted in lieu thereof.

Subject to Clause 19 no work shall be done on those days, and no reduction made from wages in respect thereof.

An annual holiday of six days on full pay shall be granted to each worker who has completed one year of service, such holiday to be taken at the convenience of the employer within three months after the expiry of each twelve months' service.

When Christmas Day falls upon Saturday, Sunday, or Monday, and Boxing Day is observed on Monday or Tuesday, work may be done on Boxing Day from 6 a.m. to 8 a.m.

21.—Carters.

Carters of all classes in this section shall feed and water horses used at or in connection with the shop or shops where no groom is kept: Provided that each carter shall perform the work in rotation, and, where only one is employed he shall be entitled to each alternate holiday, Wednesday afternoon, and Sunday off duty. Double time shall be allowed off duty during the week for all work done on Saturday afternoons, Sundays, and holidays under this clause, or double pay for work so performed.

22.—Board and Lodging.

No employer shall board or lodge any of his workers, excepting members of his family, on his business premises.

23.—Travelling Expenses.

All reasonable travelling expenses incurred by any casual worker travelling to and from work shall be refunded by the employer; the same to apply to any worker sent from one shop to another.

24.—Managers.

This Agreement shall not apply to managers. For the purpose of this clause a manager shall mean—

- (1) a person who attends to managerial duties, who is in charge of the establishment, and/or who directs and supervises in connection with that shop and who may do butchering work; and
- (2) who works under a written contract of service with his employer under which, in addition to any other provisions, he is entitled to a salary of seven pounds ten shillings (£7 10s. 0d.) per week, and is also entitled to receive a month's notice before his services may be dispensed with, except in case of misconduct. A copy of the Agreement of Service shall be lodged with the Registrar.

25.—Junior Workers.

Where the number of adult workers does not authorise the appointment of an apprentice, a junior worker may be employed in the proportion of one to two or any fraction of two adult workers employed at each establishment or place of business.

Provided that, where an employer or manager usually works at the trade, he may be counted as an adult worker for purposes of this clause.

26.—Slaughtering Section.

Definitions.

"Slaughterman" shall mean one who kills and dresses oxen, sheep, calves, lambs or pigs for the purpose of local consumption, and attends stock and performs other general work in or around the abattoirs.

27.—Hours (Slaughtermen).

Forty-four hours shall constitute a week's work:—
 (a) Monday, Tuesday, Wednesday, Thursday, Friday, eight hours; Saturday, 3 hours; Sunday, 1 hour.
 (b) For labourers 44 hours shall constitute a week's work:—Monday to Friday, 8 hours; Saturday, 3 hours; Sunday, one hour.
 (c) One hour shall be allowed for meals, at such time as may be mutually agreed.

28.—Starting Time.

To be mutually agreed.

29.—Overtime.

Holidays and Sundays, if killing—double time; any other (1½) time and half for first two hours, double time afterwards.

In event of worker being recalled, he shall be paid at least two hours at *pro rata* rates.

No worker employed in the Slaughtering Section shall deliver orders or do any type of shop-work.

30.—Holidays.

The following days shall be observed as close holidays:—New Year's Day, Good Friday, Easter Monday, Labour Day, Picnic Day, Christmas Day, Boxing Day, and any gazetted holidays.

When any of these specified holidays shall be observed on a Sunday or some other day when work is not usually carried on, some other day shall be substituted in lieu thereof, the same to be mutually agreed between the Union and the employers. An annual holiday of seven (7) consecutive working days on full pay shall be granted to each worker who has completed one year of service, to be taken at the convenience of the employer within three months of the expiry of each year of service. Killing shall be conducted on these days, providing the day preceding shall be observed as the holiday.

31.—Payment for Sickness.

A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one half day for each completed month of service; provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

32.—Junior Workers.

When an employer is not entitled to employ an apprentice, or that when number of apprentices that may be employed has been availed of, junior workers may be employed in the proportion of one to two workers in receipt of the basic wage or over.

SCHEDULE I.

Wages.

(a) Basic wage:—£3 15s. 10d. (South-West Land Division).

	Margin above Basic Wage per Week.	
	£	s. d.
(b) Adult workers:		
(i) Shop Section:—		
Order cart hand (not cutting orders)	0	5 0
Order cart hand (cutting orders)	1	0 0
General butcher	1	0 0
Salter	1	0 0
Cutting cart hand	1	0 0
Smallgoodsman	1	0 0
(ii) Abattoirs Section:—		
Labourer	0	5 0
Slaughterman's labourer	0	10 0
Slaughterman	1	7 6
Scalder on tripe and cowheels	0	10 0
Beef lumpers	0	10 0
Tallowman	0	10 0
Scalder on pigs	1	7 6
(iii) Beef-carting Section:—		
Beef carters—horse and cart	0	10 0
Motors—30 cwt.	0	15 0
Motors—over 30 cwt.	1	0 0

Wages—continued.

	Percentage of Basic Wage per Week.
(c) Junior workers:	
(i) Shop Section:—	
Under 16 years	30%
16 to 17 years	35%
17 to 18 years	50%
18 to 19 years	70%
19 to 20 years	90%
20 to 21 years	Full basic wage
(ii) Abattoirs and Beef-carting Sections:—	
Under 16 years	35%
16 to 17 years	45%
17 to 18 years	60%
18 to 19 years	70%
19 to 20 years	90%
20 to 21 years	Full basic wage
(d) Apprentices:	
Shop and Abattoirs Sections:—	
First year	30%
Second year	35%
Third year	50%
Fourth year	70%
Fifth year	90%

Casual Workers.

Adults and juniors shall be paid at the rate of 20 per cent. in addition to the rates prescribed for the class of work performed, or, in the case of junior workers, the age of the worker.

Signed on behalf of the following:—

Messrs. Benson & Crute, D. H. CRUTE.
 D'Raine & Howson, W. HOWSON.
 Fouracre & Wass, F. E. WASS.
 H. Walker, H. WALKER.
 C. Tomkinson, C. H. TOMKINSON.
 A. E. Gibson, A. E. GIBSON.

Signed on behalf of the Westralian Branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth.

A. W. TAYLOR,
 Secretary.
 T. G. AMOTT,
 President.

Date, 28th October, 1937.

SCHEDULE II.

Apprenticeship Regulations.

Definitions.

- (1) "Act" means "The Industrial Arbitration Act, 1912-1935," and any alteration or amendment thereof for the time being in force.
- (2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these Regulations apply, and includes an apprentice on probation.
- (3) "Award" includes Industrial Agreement.
- (4) "Court" means the Court of Arbitration.
- (5) "Employer" includes any firm, company or corporation.
- (6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.
- (7) "Registrar" means the Registrar of the Court.

Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.
3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of

his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

(2) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these Regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

6. An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Advisory Committee.

7. A Board to be called "The Advisory Committee" may be appointed by the Court to advise in regard to any apprenticeship matter. Such committee shall consist of the following:—

- (a) Some person appointed by the Court who shall act as Chairman.
- (b) Two representatives appointed by the employers.
- (c) Two representatives appointed by the industrial union or unions of workers in the trade.

The Advisory Committee shall have such powers and duties as the Court in each case may determine.

8. (i) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of any Advisory Committee, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(ii) In any proceeding for any contravention of this Regulation it shall lie upon the employer to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member, was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this Regulation.

Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(b) There shall be three copies of each agreement, of which one copy shall be held by the employer, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(d) Every agreement of apprenticeship shall be subject to the provisions of the award in force for the time being applicable to apprenticeship in the industry.

10. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five years, but this period may be reduced in special circumstances with the approval of the Court.

11. Every agreement of apprenticeship entered into shall contain—

- (a) The names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.
- (c) A description of the industry, craft, occupation, or calling or combination thereof to which the apprentice is to be bound.
- (d) The date at which the apprenticeship is to commence and the period of apprenticeship.
- (e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial award so far as they concern the apprentice.
- (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
- (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
- (h) The general conditions of apprenticeship.

Transfer of Apprentices.

12. (a) The Court shall have power to transfer an apprentice from one employer to another either temporarily or permanently—

- (i) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
- (ii) upon the application of the employer or the apprentice for good cause shown.

(b) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

(c) One copy of the transfer agreement shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

13. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

14. On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a certificate stating what time he has served, full particulars of the branches of the trade or industry in which he has received instruction, the proficiency attained, and shall also notify the Clerk of the Court, and the cause thereof.

15. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

16. Where a person is apprenticed to partners his agreement of apprenticeship shall upon the retirement or death of any partner be deemed to be assigned to the continuing partner or partners.

Cancellation of Agreement.

17. Every agreement shall include a provision that it may be cancelled, by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

18. If the apprentice shall at any time be wilfully disobedient to the lawful orders of the employer, his managers, foremen or other servants having authority over the apprentice, or be slothful, or negligent, or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.

19. The Court may in its discretion for any cause which it may deem sufficient on the application of any party to an apprenticeship agreement vary or cancel the agreement, either unconditionally or subject to such terms and conditions as it may deem advisable.

20. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

21. Subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies, the following provisions shall apply:

(a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date; subject, however, and without prejudice to the right of the apprentice, his parent or guardian, to compound, compromise, or agree upon or to sue for and recover such damages (if any) as he may have sustained through such rescission of the agreement as aforesaid.

(b) Any proceedings for damages hereunder must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

22. Subject to Regulation 37, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass any of the examinations, and for such purpose it shall be the duty of the examiners to make any necessary recommendation to the Court. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine.

Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved corres-

pondence school: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given, or in the case of illness of the apprentice the proof whereof lies on him: Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes if any shall be four hours per week.

25. Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these Regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

26. If the examiners or the industrial union or employer concerned make representations to the Court that the facilities provided by the Technical School, or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations, and such report to the Minister controlling such Technical School, or such other place, as it deems necessary.

27. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

28. (a) Every apprentice shall be bound to submit himself to examination at the places and times appointed by the Registrar after consultation with the examiners.

(b) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction unless he is exempted from such attendance for good cause.

(c) The clerk of the Court shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

(d) The employer shall place at the disposal of the examiners such material and machinery on his premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

29. (a) The examiners shall be persons skilled in the industry and appointed as prescribed by the award. Failing provision or appointment as aforesaid the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(b) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(c) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

30. The Registrar shall, after each examination, issue a certificate to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. A duplicate of such certificate shall be lodged by each apprentice with his employer and the

secretary of the Union, each of whom shall keep the same in safe custody, and produce the same for inspection by the Industrial Inspector whenever demanded by the latter to do so. When the final examination has been passed the certificate shall also be signed by the examiners.

31. Whenever it is possible so to do, the examiners, before entering upon the examination, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Clerk of the Court and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Clerk of the Court thereof.

32. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be appointed by the Director of Technical Education for the whole or any portion of the subjects of instruction, and at such remuneration as the Court may determine.

33. In the event of an apprentice failing to pass any of his examinations the employer may apply to the Court to disallow the increase in wages prescribed by the award, and the Court, on any such application, may make such order as the circumstances of the case may seem to require.

34. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court with a recommendation as to the cancellation of the apprenticeship agreement, or such other remedial measures (*i.e.*, increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary.

35. Upon the completion of the period of training prescribed for apprenticeship, each apprentice shall be required to pass the final examination test to the satisfaction of the examiners, and upon passing this test shall be provided with a certificate to that effect by the Registrar.

Lost Time.

36. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this award: Provided—

- (a) payment for such sickness shall not exceed a total of one month in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost of any of such certificate or certificates not exceeding 5s. to be borne by the employer;
- (c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

37. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training, the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso shall count as part of the apprenticeship.

38. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these Regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

39. When an apprentice cannot be usefully employed because of a strike the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

Part-time Employment.

40. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial award for the trade, calling, or industry. If the Court grants the application holidays will be reduced *pro rata*.

Miscellaneous.

41. (1) The Registrar shall prepare and keep a roll of apprentices containing—

- (a) a record of all apprentices and probationers placed with employers;
- (b) a record of all employers with whom apprentices are placed;
- (c) a record of the progress of each apprentice, recording the result of the examiners' reports;
- (d) any other particulars the Court may direct.

(2) These records shall be open to inspection by employers and the Union of workers interested, upon request.

42. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve months immediately preceding such time shall be deemed to be the number of journeymen employed. Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. Where a business is in operation for less than twelve months the method of ascertaining the number shall be as agreed by the parties to the award, or, if no agreement arrived at, as determined by the Court.

43. Every industrial inspector appointed in pursuance of the provisions of "The Industrial Arbitration Act, 1912-1935," shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

44. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

45. In every application under Clauses 15, 18, 19, 20, 22, 23, 33 and 40 of this Schedule the Union of Workers registered may intervene and make such representations at the hearing as it may deem necessary. The representative shall be appointed in the manner prescribed by Section 65 of the Act.

FORMS.

FORM "A."

To
The Registrar, Arbitration Court, Perth.

Please take notice that.....of.....
has entered my service (*on probation*) as an apprentice
to the.....trade on the.....day of.....
19.....

Dated this.....day of.....19.....

(Signature of Employer).....

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

FORM "B."

Certificate of Service.

This is to certify that... of... has served... years... months at the... branch of the... trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

Dated this... day of... 19... (Signature of Employer).....

FORM "C."

Certificate of Attendance at Technical School

(Reg. 26 (e)).

This is to certify that... of... has secured a record of 70 per centum of attendances at... Technical School during the... months ending the... day of... 19...

(Signature of Principal).....

FORM "D."

Certificate of Proficiency.

To... (Apprentice). This is to certify that at the... examination for apprentices in the... trade you gained the following percentages:— Year of experience... Stage... per cent. ... per cent. ... per cent.

You have therefore passed (or failed) in the examination. Registrar.

FORM "E."

Final Certificate.

This is to certify that... of... has completed the period of training of... years, prescribed by his Agreement of Apprenticeship, and has passed the Final Examination Test to the satisfaction of the examiners for the... trade.

Dated at... the... day of... 19... Registrar.

Examiners

FORM "F."

General Form of Apprenticeship Agreement.

(Recommended.)

THIS AGREEMENT made this... day of... 19... BETWEEN... of... (address)... (Occupation) (hereinafter called "the Employer") of the first part of... born on the... day of... 19... (hereinafter called "the Apprentice") of the second part, AND... (address)... (Occupation), Parent (or Guardian) of the said

..... (hereinafter called the "parent" or "guardian") of the third part WITNESSETH as follows:—

1. The Apprentice of his own free will, and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of... for a period of... years, from the... day of... One thousand nine hundred and

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follows:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at... aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under "The Industrial Arbitration Act, 1912-1935," or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of... and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice, when available, shall be at the expense of the employer, and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of "The Industrial Arbitration Act, 1912-1935," or any Act or Acts amending the same and any Regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed sealed and delivered by the said

 in the presence of..... }

 (Signature of Guardian).

And by the said..... }
 in the presence of..... }

 (Signature of Apprentice).

And by.....of the said }
for and on behalf }
 of the said..... }
 in the presence of..... }

 (Signature of Employer.)

Noted and Registered this.....day of
19.....

 Registrar.

INDUSTRIAL AGREEMENT.

No. 29 of 1937.

(Registered 17-11-1937.)

PLUMBING.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1935," this 28th day of October, 1937, between the Mayor and Councillors of the Boulder Municipal Council (hereinafter called "the employers") of the one part, and The West Australian Plumbers and Sheet-metal Workers' Industrial Union of Workers, Perth (hereinafter called "the Union"), of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other, as follows:—

1.—Scope of Agreement.

This Agreement shall apply to workers employed to do work in lead or any of those metals which have super-seeded lead, or who work or fix galvanised iron or zinc or other metals in connection with the erection, alteration, or repair of buildings, who make articles of galvanised iron or other metals of ten gauge or lighter in or in connection with a plumber's shop, and particularly including the following classes of work:—

- (a) (i) Work in sheet-metal, galvanised iron, or other sheet-metal; the manufacture of baths, bath-heaters, tanks, vats, chimneys, skylights, bins, etc.;
- (ii) Pipe work in lead, sheet-metal, wrought-iron, cast-iron, copper, or brass;
- (iii) Installing and/or repairing of water (hot or cold) systems, steam, gas, air, oil (for heating and cooking), or vacuum installations and repairing thereof;
- (iv) Sanitary and general plumbing;
- (v) Installing pumping plants, erecting windmills, and installing pipes, pumps, and tanks in connection therewith for domestic and irrigation purposes;
- (vi) Fitting and fixing corrugated asbestos sheets, asbestos gutters, downpipes, ridgings, rain-heads, and flashings, etc.
- (b) Workers employed in chemical plumbing.

2.—Area.

This Agreement shall have effect over the area covered by the Boulder Municipal Council.

3.—Hours.

- (a) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7.45 a.m. and 4.30 p.m., from Monday to Friday inclusive.
- (b) Lunch interval shall not exceed one hour,

4.—Wages.

	£	s.	d.
Basic wage	4	7	0
Margin for skill	1	9	0
Other allowances	0	11	0
	£6	7	0

The minimum rate of wage payable to workers under this Agreement other than a duly registered apprentice or probationer shall be 3s. 21/10d. per hour.

Where the work involves opening up drains four inches in diameter and upwards for the purpose of clearing chokages, there shall be paid in addition to the prescribed rate of wage the sum of threepence (3d.) per hour.

Workers employed on chemical plumbing shall receive 2s. per day extra.

Any licensed journeyman plumber called upon to use his license for his employer on work for which a permit from the Goldfields Water Supply, Sewerage, and Drainage Department is necessary in the first instance shall, for such time as he is himself actually engaged upon such work pursuant to such permit, be paid 1s. per hour in addition to the ordinary rate herein prescribed.

Leading hand:—Leading hand means any tradesman placed in charge of three (3) or more other tradesmen or six (6) other workers, and shall be paid 2s. 6d. per day above the minimum rate hereinbefore prescribed for his trade.

5.—Casual Employees.

Any employee who is employed for a period of less than five consecutive working days, exclusive of hours of overtime worked, shall be classed as a casual employee, and shall be paid ordinary rates plus ten per cent. (10 per cent.).

6.—Overtime.

(a) Overtime shall be paid for all work required to be performed outside the usual working hours, as follows:—Time and a half for the first two (2) hours and double time thereafter.

(b) When a worker is recalled to work after leaving the premises, he shall be paid for at least two (2) hours at overtime rates.

(c) When a worker is required to continue working after the usual ceasing time for more than one hour without having been notified on the previous day, he shall be provided with any meal required, or shall be paid two shillings (2s.) in respect of such meal required.

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

(e) When a worker is required to be on duty before the usual starting time, he shall be paid double time until the usual starting time.

7.—Travelling Time.

All travelling time from and to the employer's place of business or from one job to another during the hours of work shall be paid for by the employer at ordinary rates. The employer shall pay all fares in connection with such travelling.

8.—Payment of Wages.

Pay day shall be on alternate Fridays. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work, or within one hour of the opening of the office, if such office was closed at the time of his ceasing work, whenever same is practicable.

9.—Holidays.

(a) Each worker shall be entitled to two (2) weeks' annual leave on full pay, or, should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause.

(b) The amounts to be paid under Subclause (a) shall be calculated at the rate prevailing at the time the payment is made.

(c) All work performed on Sunday, New Year's Day, Boxing Day, Labour Day, Christmas Day, and Boulder Cup Day shall be paid for at double time rate.

(d) The provisions as to annual leave shall not apply to casual workers.

10.—Country Work.

Any worker sent by his employer to a job or is engaged for a job at such a distance that he cannot return to his home each night shall be paid six shillings per day extra, unless the employer can provide board and lodging. All travelling time not exceeding eight hours in any one day to and from the job shall be paid for at ordinary rates. The employer shall pay all fares.

11.—Under-rate Workers.

Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer, and in default of such agreement within twenty-four hours after such worker shall have applied in writing to the secretary of the Union stating his desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker, after twenty-four hours' notice shall have been given by him to the said secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the secretary, and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect from the period of six calendar months from the date thereof and after the expiration of such period until the wage shall have been again fixed at the instance of the said secretary in the manner prescribed. The secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

12.—Apprentices.

(a) The provisions of Schedule I hereto, marked "Apprenticeship Regulations," subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Agreement.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him:

Provided that the fraction of three (3) shall not be less than one journeyman.

(c) The minimum wage payable to an apprentice shall be:—

	Percentage of Total wage.	Amount.
		£ s. d.
During first six months ..	20	1 5 5
During second six months ..	25	1 11 9
During second year ..	30	1 18 1
During third year ..	45	2 17 2
During fourth year ..	65	4 12 7
During fifth year ..	85	5 7 11

(d) The wages of apprentices under this Award shall be subject to alteration by the Court when the wages of journeymen under this Agreement are reviewed.

13.—Tools of Trade.

The following tools shall be provided by the employer:—Metal pots, plumbing irons (but this shall not include copper soldering bits), mandrills, long dummies, stock and dies for iron and brass pipes, cutters, all tongs over 12 inches, vices, hack saws and blades, taps and drills, hatchets, files, cramps, caulking tools, and chisel for brick and concrete.

The employer shall also supply all tools required for work to be performed on wrought iron and lead pipes over 2 inches in diameter.

The worker shall supply only the usual kit bag of tools and blow lamp.

14.—Time and Wages Book.

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week; the said book shall be open to the authorised representative of the Union at any time during working hours, and he shall be allowed to take necessary extracts therefrom:

Provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

15.—Representative interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Agreement, an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

16.—Weekly Hiring.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 18, or such absence is on account of holidays to which the worker is entitled under the provisions of the Agreement.

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

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

(e) When notice is given to an employee by his employer or his responsible representative to present himself for work, and he attends where so directed and his services are not required for reasons other than those due to weather conditions, such employee shall be paid five shillings in addition to any expense necessarily incurred in travelling to and from the job.

17.—No Reduction.

Any worker who has been prior to the date of this Agreement in receipt of a higher rate of pay for his particular class of work than that prescribed by the Agreement heretofore in force shall not by reason of this Agreement suffer any reduction in the amount by which such higher rate of pay exceeded the amount formerly prescribed; such excess amount shall not be affected by this Agreement.

18.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one half day for each completed month of service; provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) Holiday pay shall not accrue during the workers' absence from duty, except on account of sickness, in accordance with Subclause (a) hereof.

19.—Preference to Unionists.

Preference of employment under this Agreement shall be given to members of the West Australian Plumbers and Sheet-metal Workers' Industrial Union of Workers, Perth.

20.—Term.

The currency of this Agreement shall be three (3) years from the commencement of the first pay period next following the date hereof:

Provided that, after the expiration of twelve (12) months, either party may apply to the other for a variation or amendment of this Agreement.

In witness whereof the parties hereto have hereunder set their hands the day and year first hereinbefore written.

Signed and sealed for and on behalf of The West Australian Plumbers and Sheet-metal Workers' Industrial Union of Workers, Perth, in the presence of—

G. D. Nancarrow.

H. WARBURTON,
President.

J. CORAM,
Secretary.

The Common Seal of the Council of the Municipality of Boulder was affixed by—

[L.S.] W. F. COATH,
Mayor.

H. J. EDWARDS,
Town Clerk.

SCHEDULE I.

Apprenticeship Regulations.

Definitions.

1. (1) "Act" means "The Industrial Arbitration Act, 1912-1925," and any alteration or amendment thereof for the time being in force.

(2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these Regulations apply, and includes an apprentice on probation.

(3) "Award" includes Industrial Agreement.

(4) "Court" means the Court of Arbitration.

(5) "Employer" includes any firm, company or corporation.

(6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.

(7) "Registrar" means the Registrar of the Court.

Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

(2) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these Regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or

calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

6. An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Advisory Committee.

7. A Board to be called "The Advisory Committee" may be appointed by the Court to advise in regard to any apprenticeship matter. Such committee shall consist of the following:—

(a) Some person appointed by the Court who shall act as Chairman.

(b) Two representatives appointed by the employers.

(c) Two representatives appointed by the industrial union or unions of workers in the trade.

The Advisory Committee shall have such powers and duties as the Court in each case may determine.

8. (i.) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of any Advisory Committee, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(ii.) In any proceeding for any contravention of this Regulation it shall lie upon the employer to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member, was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this Regulation.

Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian, or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(b) There shall be three copies of each agreement, of which one copy shall be held by the employer, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(d) Every agreement of apprenticeship shall be subject to the provisions of the Award in force for the time being applicable to apprenticeship in the industry.

10. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five years, but this period may be reduced in special circumstances with the approval of the Court.

11. Every agreement of apprenticeship entered into shall contain—

(a) The names and addresses of the parties to the agreement.

(b) The date of birth of the apprentice.

(c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.

(d) The date at which the apprenticeship is to commence and the period of apprenticeship.

(e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice.

- (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
- (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
- (h) The general conditions of apprenticeship.

Transfer of Apprentices.

12. (a) The Court shall have power to transfer an apprentice from one employer to another either temporarily or permanently—

- (i) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
- (ii) upon the application of the employer or the apprentice for good cause shown.

(b) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

(c) One copy of the transfer agreement shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

13. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its Award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

14. On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a certificate stating what time he has served, full particulars of the branches of the trade or industry in which he has received instruction, the proficiency attained, and shall also notify the Clerk of the Court, and the cause thereof.

15. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

16. Where a person is apprenticed to partners his agreement of apprenticeship shall upon the retirement or death of any partner be deemed to be assigned to the continuing partner or partners.

Cancellation of Agreement.

17. Every agreement shall include a provision that it may be cancelled, by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

18. If the apprentice shall at any time be wilfully disobedient to the lawful orders of the employer, his managers, foremen or other servants having authority over the apprentice, or be slothful, negligent, or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.

19. The Court may in its discretion for any cause which it may deem sufficient on the application of any party to an apprenticeship agreement vary or cancel the agreement, either unconditionally or subject to such terms and conditions as it may deem advisable.

20. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

21. Subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies, the following provisions shall apply:

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date; subject, however, and without prejudice to the right of the apprentice, his parent or guardian, to compound, compromise, or agree upon or to sue for and recover such damages (if any) as he may have sustained through such rescission of the agreement as aforesaid.
- (b) Any proceedings for damages hereunder must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

22. Subject to Regulation 37, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass any of the examinations, and for such purpose it shall be the duty of the examiners to make any necessary recommendation to the Court. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine.

Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given, or in the case of illness of the apprentice the proof whereof lies on him. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes if any shall be four hours per week.

25. Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these Regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

26. If the examiners or the industrial union or employer concerned make representations to the Court that the facilities provided by the Technical School, or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations and such report to the Minister controlling such Technical School, or such other place, as it deems necessary.

27. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

28. (a) Every apprentice shall be bound to submit himself to examination at the places and times appointed by the Registrar after consultation with the examiners.

(b) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction unless he is exempted from such attendance for good cause.

(c) The clerk of the Court shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

(d) The employer shall place at the disposal of the examiners such material and machinery on his premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

29. (a) The examiners shall be persons skilled in the industry and appointed as prescribed by the Award. Failing provision or appointment as aforesaid the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiner, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(b) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(c) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

30. The Registrar shall, after each examination, issue a certificate to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. A duplicate of such certificate shall be lodged by each apprentice with his employer and the secretary of the Union, each of whom shall keep the same in safe custody, and produce the same for inspection by the Industrial Inspector whenever demanded by the latter to do so. When the final examination has been passed the certificate shall also be signed by the examiners.

31. Whenever it is possible so to do, the examiners, before entering upon the examination, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the clerk of the Court and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the clerk of the Court thereof.

32. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be appointed by the Director of Technical Education for the whole or any portion of the subjects of instruction, and at such remuneration as the Court may determine.

33. In the event of an apprentice failing to pass any of his examinations the employer may apply to the Court to disallow the increase in wages prescribed by the award, and the Court, on any such application, may make such order as the circumstances of the case may seem to require.

34. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court with a recommendation as to the cancellation of the apprenticeship agreement, or such other remedial measures (*i.e.*, increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary.

35. Upon the completion of the period of training prescribed for apprenticeship, each apprentice shall be required to pass the final examination test to the satisfaction of the examiners, and upon passing this test shall be provided with a certificate to that effect by the Registrar.

Lost Time.

36. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this award: Provided—

(a) payment for such sickness shall not exceed a total of one month in each year;

(b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer;

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

37. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training, the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso shall count as part of the apprenticeship.

38. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these Regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

39. When an apprentice cannot be usefully employed because of a strike the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

Part-time Employment.

40. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial award for the trade, calling, or industry. If the Court grants the application holidays will be reduced *pro rata*.

Miscellaneous.

41. (1) The Registrar shall prepare and keep a roll of apprentices containing—

(a) a record of all apprentices and probationers placed with employers;

(b) a record of all employers with whom apprentices are placed;

(c) a record of the progress of each apprentice, recording the result of the examiners' reports;

(d) any other particulars the Court may direct.

(2) These records shall be open to inspection by employers and the Union of workers interested upon request.

42. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve months immediately preceding such time shall be deemed to be the number of journeymen employed. Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. Where a business is in operation for less than twelve months the method of ascertaining the number shall be as agreed by the parties to the Award, or, if no agreement arrived at, as determined by the Court.

43. Every industrial inspector appointed in pursuance of the provisions of "The Industrial Arbitration Act, 1912-1925," shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

44. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

45. In every application under Clauses 15, 18, 19, 20, 22, 23, 33, and 40 of this Schedule, the Union of Workers registered may intervene and make such representations at the hearing as it may deem necessary. The representative shall be appointed in the manner prescribed by Section 65 of the Act.

FORMS.

Form "A."

To The Registrar, Arbitration Court, Perth. Please take notice that....., has entered my service (on probation) as an apprentice to the..... trade on the.....day of....., 19 . Dated this.....day of....., 19 . (Signature of Employer).....

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

Form "B." Certificate of Service.

This is to certify that.....of.....has served.....years..... months at the.....branch of the..... trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:— Dated this.....day of.....19 . (Signature of Employer).....

Form "C." Certificate of Attendance at Technical School (Reg. 26 (e)).

This is to certify that.....of.....has secured a record of 70 per centum of attendances at.....Technical School during the.....months ending the..... day of.....19 . (Signature of Principal).....

Form "D." Certificate of Proficiency.

To.....(Apprentice). This is to certify that at the..... examination for apprentices in the.....trade you gained the following percentages:— Year of experience..... Stage.....per cent.per cent.per cent. You have therefore passed (or failed) in the examination. Registrar.

Form "E." Final Certificate.

This is to certify that.....of.....has completed the period of training of.....years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the.....trade. Dated at.....the.....day of.....19 . Registrar. Examiners.

Form "F." General Form of Apprenticeship Agreement. (Recommended.)

THIS AGREEMENT made this.....day of.....19... between.....of.....(address).....(occupation) (hereinafter called "the Employer") of the first part.....born on the.....day of.....19... (hereinafter called "the Apprentice") of the second part, and.....of.....(address).....(occupation). Parent (or Guardian) of the said.....(hereinafter called the "parent" or "guardian") of the third part witnesseth as follows:—

- 1. The Apprentice of his own free will and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of.....for a period of.....years, from the..... day of....., One thousand nine hundred and..... 2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follow:— (a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at..... aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under "The Industrial Arbitration Act, 1912-1925," or any other Act in force so far as the same shall relate to his apprenticeship. (b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer. 3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:— (a) That the employer will accept the apprentice as his apprentice during the said term, and will during the

said term, by the best means in his power, cause him to be instructed in the trade of..... and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice, when available, shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of "The Industrial Arbitration Act, 1912-1925," or any Act or Acts amending the same and any Regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the said } in the presence of..... } (Signature of Guardian.)

And by the said..... } in the presence of..... } (Signature of Apprentice.)

And by.....of the said }for and on behalf } of the said..... } in the presence of..... } (Signature of Employer.)

Noted and Registered this.....day of19..... Registrar.

THE VERMIN ACT, 1919-1935. (Section 96.)

RATEPAYERS of the Broomehill Vermin Board are hereby notified that action must be taken to eradicate rabbits on their holdings as from the 28th day of December, 1937, to the 30th day of April, 1938; the method of eradication to be either poisoning or fumigation.

By order of the Board,

E. L. EDWARDES, Vermin Inspector.

APPOINTMENT

(under Section 5 of "Registration of Deaths and Marriages Amendment Act, 1907," and Section 2 of "The Registration of Births, Deaths, and Marriages Act Amendment Act, 1914").

Registrar General's Office, R.G. No. 50/34. Perth, 27th November, 1937.

IT is hereby notified, for general information, that Constable A. J. Warren has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Irwin Registry District, to reside at Mingenew, during the absence on leave of Constable S. G. Daws; appointment to date from 1st December, 1937.

S. BENNETT, Registrar General.

COAL MINES REGULATION ACT, 1902-1926.

Department of Mines, Perth, 25th November, 1937.

THE Honourable the Minister for Mines has been pleased to appoint Frederick Riebeling as a member of the Committee of the Collie Coal Mines Accident Relief Fund.

A. H. TELFER, Acting Under Secretary for Mines.

THE MINING ACT, 1904.

Notice of Intention to Forfeit Leases for Non-payment of Rent.

Department of Mines, Perth, 25th November, 1937.

IN accordance with Section 97 of "The Mining Act, 1904," notice is hereby given that, unless rent due on the undermentioned Gold Mining Leases be paid on or before the 18th day of December, 1937, it is the intention of the Lieutenant-Governor, under the provisions of Section 98 of "The Mining Act, 1904," to forfeit such leases for breach of covenant, viz., non-payment of rent.

A. H. TELFER, Acting Under Secretary for Mines.

BROAD ARROW GOLDFIELD.

Gold Mining Lease.

2079W—WYCHEPROOF: Rocke, James Alexander.

Miner's Homestead Lease.

18W—VALLEY: Dillon, Francis; Pearce, Walter Nicholas.

MURCHISON GOLDFIELD.

Mt. Magnet District.

Gold Mining Lease.

1351M—BONNY VENTURE: Moody, Montgomery.

NORTH COOLGARDIE GOLDFIELD.

Yerilla District.

Tailings Lease.

89—MT. WALLBROOK EAST: Australian Gold Flotations, No Liability.

THE COMPANIES ACT, 1893.

Weathermakers Pty., Limited.

NOTICE is hereby given that the Registered Office of the above-named Company in the State of Western Australia is situate at No. 3 London Court Arcade, St. George's terrace, Perth.

Dated this 18th day of November, 1937.

STONE, JAMES & CO., Solicitors for the Company in Western Australia.

THE COMPANIES ACT, 1893.

Air Conditioning Pty., Limited.

NOTICE is hereby given that the Registered Office of the above-named Company in the State of Western Australia is situate at No. 3 London Court Arcade, St. George's terrace, Perth.

Dated the 19th day of November, 1937.

STONE, JAMES & CO., Solicitors for the Company in Western Australia.

THE COMPANIES ACT, 1893.

NOTICE is hereby given that the Office of Wiluna Ajax Gold Mines, N.L., has been removed from Wall street, and is now situated in Wotton street, Wiluna.

A. E. TAYLER,
Attorney.

THE COMPANIES ACT, 1893.

Philips Lamps (Australasia) Pty., Ltd.

THE Registered Office of the above Company is now situate at 381-385 Murray street, Perth.

ALEC. S. DENING,
Attorney in Western Australia.

THE COMPANIES ACT, 1893.

Kavanagh and English Pty., Limited.

NOTICE is hereby given that the office and principal place of business of the abovenamed Company in the State of Western Australia is situate at Fifth Floor, Shell House, St. George's terrace, Perth.

Dated this 24th day of November, 1937.

C. H. KING,
Attorney in Western Australia,
for the abovenamed Company.

Robinson, Cox, McDonald & Louch, Solicitors for the abovenamed Company in Western Australia.

THE COMPANIES ACT, 1893.

Firewood Supply Company, Limited.

NOTICE is hereby given that the Registered Office of the above Company, situated at Room 4, Second Floor, City Mutual Buildings, St. George's terrace, Perth, will be open to the public from 9 a.m. to 5 p.m. on week days and from 9 a.m. to 12 noon on Saturdays; holidays excepted.

ARTHUR J. BISHOP.

Western Australia.

THE COMPANIES ACT, 1893.

Noyes Bros. (Melbourne), Limited.

NOTICE is hereby given, pursuant to Section 198 (5) of "The Companies Act, 1893," that the office and place of business in Western Australia of the abovenamed

Company is situate at 138 Murray street, Perth, and notice is further given that Louis Colin Scarborough, whose address is at the office of the said Company, is the Attorney in Western Australia of the said Company.

Dated this 29th day of November, 1937.

UNMACK & UNMACK,
Solicitors for the Attorney,
for the abovenamed Company,
Howard street, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1893, and in the matter of Australian Mining Trust, Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situated at A.M.P. Building, Maritana street, Kalgoorlie, and will be open and accessible to the public between the hours of 9 a.m. and 1 p.m. and 2 p.m. and 5 p.m. on week days and from 9 a.m. to 12 noon on Saturdays, and that Edwin A. Jensen is the Attorney of the Company in Western Australia.

W. A. CARCARY, HALVORSEN & CO.

W. A. Carcary, Halvorsen & Co., Chartered Accountants (Australia), Warwick House, St. George's terrace, Perth, W.A.

IN THE SUPREME COURT OF WESTERN AUSTRALIA.

In the matter of "The Companies Act, 1893," and in the matter of Gambier Lass Gold Mining Company, No Liability, of Leonora, Registered Office, Surrey Chambers, St. George's terrace, Perth.

Chairman's Certificate.

NOTICE is hereby given that, at an extraordinary general meeting of Shareholders of Gambier Lass Gold Mining Company, No Liability, duly convened and held at the Registered Office of the Company, Surrey Chambers, St. George's terrace, Perth, on Thursday, the 25th day of November, 1937, the following special resolution was duly carried by the requisite majority of Shareholders:—That the Company be wound-up voluntarily and that Allan Martin, Chartered Accountant (Aust.), of Surrey Chambers, St. George's terrace, Perth, be and is hereby appointed Liquidator for the purpose of such winding-up.

Dated this 29th day of November, 1937.

L. B. BOLTON,
Chairman.

NOTICE TO CREDITORS.

IN THE SUPREME COURT OF WESTERN AUSTRALIA, PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims against the Estates of the undermentioned deceased persons (orders to collect and administer whose Estates were granted to me by the said Court under "The Curator of Intestate Estates Act, 1918") are hereby required to send particulars of such claims to me on or before the 5th day of January, 1938, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims of which I shall then have had notice.

Dated at Perth the 2nd day of December, 1937.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Reynolds, Lucy	28-9-37	24-11-37	82 Palmerston street, Perth	Widow.
Barr, John Robert Ferdinand ...	19-4-37	29-11-37	formerly of 93 Aberdeen street but late of Woolooloo	Shearer.
Hong Hing (also known as Ong Hing)	1-7-37	"	Katanning	Market gardener.
Jones, Charles Theodore	26-9-37	"	Pingelly	No occupation.
Wilson, Henry	30-8-37	"	Brown Hill road, Williams-town	Miner.
Martin, John	17-9-37	"	Tampa via Kookynic ...	Prospector.
Galley, Frank	9-10-37	"	Day Dawn and Cue ...	do.
Lucas, Frank	24-10-37	"	Hall's Creek	No occupation.
Stanley, James	29-10-37	"	formerly of Perth but late of Claremont	Painter.
Morgan, Ellen	1-7-26	"	6 Regent street, Preston, Victoria	Widow.

ESTATES placed under the charge of the Curator of Intestate Estates for Management during the month of November, 1937 :—

No.	Name of Deceased.	Residence.	Supposed Nationality.	Date of Order.	Estimated Value of—		Date of Death.
					Personalty.	Realty.	
157/37	Fleming, John Morris (also known as John Maurice Fleming)	formerly of Hobart, Tasmania, but late of Fleming grove, Esperance, Western Australia	British ...	9-11-37	£ s. d. 23 0 0	£ s. d. 160 0 0	26-6-37
212/37	Young, James	formerly of William street, Armadale, but late of Claremont	do. ...	10-11-37	40 0 0	Nil	8-9-37
264/37	Keyte, Francis Garrett	formerly of Binnu but late of Claremont	do. ...	"	35 16 3	"	5-6-37
267/37	Gavin, Michael	106 Hill street, Perth	do. ...	"	11 10 0	"	13-9-37
58/35	Cronin, George Francis...	Manly, New South Wales	do. ...	11-11-37	Nil	15 0 0	13-4-34
232/37	Gosling, Annie (also known as Anne Gosling)	North Springwood, New South Wales	do. ...	"	104 9 11	Nil	11-3-35
265/37	Richmond, John	81 Bayswater terrace, Leeds, England	do. ...	"	153 5 3	"	24-2-37
221/37	Taylor, Edward (also known as Angus Taylor)	67 George street, Perth	do. ...	13-11-37	1 2 7	"	1-8-37
247/37	Larsen, Peter	formerly of Mullewa but late of Dalwalinu	Danish ...	"	17 8 2	"	9-9-37
248/37	Tarchini, Lorenzo	Gwalia	Italian ...	"	12 3 6	"	14-9-37
256/37	Gildea, Ellen	formerly of Perth but late of Fremantle	British ...	"	28 15 10	"	22-3-37
269/37	Clare, William Samuel (also known as William Clare)	39 Hubble street, Fremantle	do. ...	"	341 12 6	434 0 0	18-8-37
272/37	Lees, Andrew	formerly of Manjimup but late of Jardee	do. ...	"	190 0 0	498 0 0	20-9-37
162/37	Hamaguchi, Suyetaro (also known as Suetaro Hamaguchi)	Broome	Japanese ...	22-11-37	1 10 0	Nil	16-5-37
186/37	Moratti, Peter	5 Foss street, East Fremantle	Italian ...	"	39 13 8	"	15-7-37
255/37	Flatt, William	57a Forrest street, Boulder	British ...	"	2 4 1	"	5-8-37
276/37	Reynolds, Lucy	82 Palmerston street, Perth	do. ...	24-11-37	43 12 0	"	28-9-37
127/37	Barr, John Robert Ferdinand	formerly of 93 Aberdeen street, Perth, but late of Wooroloo	do. ...	29-11-37	2 0 7	"	19-4-37
244/37	Hong Hing (also known as Ong Hing)	Katanning	Malay ...	"	4 15 0	"	1-9-37
257/37	Jones, Charles Theodore	Pingelly	British ...	"	7 0 0	"	26-9-37
260/37	Wilson, Henry	Brown Hill road, Williamstown	do. ...	"	19 15 0	"	30-8-37
271/37	Martin, John	Tampa via Kookynie	do. ...	"	45 0 0	"	17-9-37
274/37	Galley, Frank	Day Dawn and Cue	Swiss ...	"	225 0 0	"	9-10-37
283/37	Lucas, Frank	Hall's Creek	British ...	"	6 5 0	"	24-10-37
304/37	Stanley, James	formerly of Perth but late of Claremont	do. ...	"	2 0 0	"	29-9-37
300/32	Morgan, Ellen	6 Regent street, Preston, Victoria	do. ...	"	Nil	45 0 0	1-7-26

Dated this 2nd day of December, 1937.

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