



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 60.]

PERTH : FRIDAY, DECEMBER 15.

[1939.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 14th December, 1939.

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

Arthur Temple Macknay, Esquire, of Mt. Palmer, as a Justice of the Peace for the Yilgarn Magisterial District;

Edward Fowler, Esquire, of Kondinin, as a Justice of the Peace for the York Magisterial District;

Ernest Edward Ellery, Esquire, of Harper road, Toodyay, as a Justice of the Peace for the Northam Magisterial District;

John Knight Dixon, Esquire, of Southern Cross, as a Justice of the Peace for the Yilgarn Magisterial District.

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

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:—Boehm, Emanuel Franz, Kondinin; Osborne, Matthew Henry, Wubin; 13th December, 1939.

W. A. WHITE,
Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that adjustment of debts under section 11 of the Act of the following farmers has been finalised and the Stay Orders have lapsed as from the date specified:—Atkinson, Arthur Gordon and Evelyn, Ogilvie; Blechynden, Horace Ernest, Beverley; Bogle, Charles Herman, Mt. Magnet; Cantwell, Eugene Joseph and Victor Raymond, Dumbleyung; Cave, Isobel Christina and Bernard Selwyn, Cadoux; Heasman, Albert, Moorine Rock; Horan, Daniel, Lake King; Hosken, Sidney John, Northampton; Jolly, Keith Samuel, Narrikup; Kissane, Arabella, Dumbleyung;

La Mont, Clarence Aubrey, Ongerup; Leach, Albert Edwin, Goodlands; Lee & Sons, Ltd. (per Leslie Lee), Trayning; Marshall, Arthur Frederick, Nyabing; Meier, Otto Albert, Narembeen; McIntyre, Archie Copeland and Olive Bertha, Lomos; Radford, John Frank Redvers, Lake Brown; Scally, Owen Gerald and Phoebe, Yealering; Sherar, William, Moorine Rock; 13th December, 1939.

W. A. WHITE,
Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Order has 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.

Ball, Charles Edward, Yelbeni, 8th December, 1939.

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

W. A. WHITE,
Director.

13/12/39.

THE AUDIT ACT, 1904.

The Treasury,
Treasury No. 149/35. Perth, 11th December, 1939.
IT is hereby published, for general information, that Mr. L. R. Brown has been appointed a Receiver of Revenue for the Metropolitan Water Supply Department, vice Mr. A. H. Riva, whose appointment is hereby cancelled as from the 11th December, 1939.

Treasury No. 43/35.
IT is hereby published, for general information, that Mr. H. Gill has been appointed Receiver of Revenue for the Lands Department, during the absence of Mr. J. J. Devereux, for three months as from the 13th December, 1939.

A. J. REID,
Under Treasurer.

Office of Public Service Commissioner,
Perth, 14th December, 1939.

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

Ex. Co. 2505; P.S.C. 644/39.—C. R. Muirson, Clerk, Registrar General's Office, Chief Secretary's Department, to be Chief Compiler, as from 22nd November, 1939;

Ex. Co. 2556; P.S.C. 694/39.—D. H. N. Hooton, Clerk, Midland Abattoirs, Department of Agriculture, to be Officer in Charge, Kalgoorlie Abattoirs, as from 1st December, 1939.

GEO. W. SIMPSON,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Public Works (Employment) ...	Clerk, Accounts (Item 1106) ...	Class 8, £318—£330	1939 16th December.
Education ...	Inspector (Item 1476)† ...	Class 1, £666—£699	do.
Lands and Surveys ...	Chief Draftsman (Item No. 426) ...	Class 3, £510—£558	23rd December.
Treasury, Workers' Homes Board	Clerk (Item No. 165) ...	Class 10, £279—£288	do.
Child Welfare ...	Clerk (Item No. 665) ...	Class 10, £279—£288	do.
Treasury ...	Secretary Superannuation Board ...	Class 6, £378—£402	30th December.
Do. ...	Clerk and Ledgerkeeper, Superannuation Board ...	Class 9, £294—£306	do.
Public Works ...	Sub-Accountant (Item No. 897)* ...	Class 5, £414—£438	do.
Do. ...	Clerk and Typist, Director of Works' Office ...	Class 3, £200—£210	do.

† Applications are also called under section 29.

*The possession of an Accountancy qualification by examination will be regarded as an important factor when judging efficiency under section 38 of the Public Service Act.

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.

Crown Law Department,
Perth, 14th December, 1939.

THE Hon. Minister for Justice has approved of the appointment of Constable J. A. Watts as acting Bailiff of the Manjimup Local Court, during the absence on leave of Constable A. Murray.

PERTH LOCAL COURT.

IT is hereby notified, for public information, that the Hon. Minister for Justice, acting under the powers conferred by Rule 1 of Order II. of the Local Court Rules, 1923, has ordered that the Perth Local Court shall be open on each week-day from Monday to Friday, between the hours of 10 a.m. and 4 p.m., and shall be wholly closed on Saturdays, to come into operation forthwith.

LOCAL COURTS ACT, 1904-1931.

THE Hon. Minister for Justice has, under the powers conferred by section 10 of the Local Courts Act, 1904-1931, appointed Tuesday, 23rd January, 1940, Wednesday, 24th January, 1940, and Thursday, 25th January, 1940, as the days for the sittings of the Katanning, Wagin, and Narrogin Local Courts, respectively, in lieu of the days already fixed for the sittings of the said Courts in the month of January, 1940.

H. R. GORDON,
Under Secretary for Law.

THE HEALTH ACT, 1911-37.

Appointment.

THE following appointment made by the undermentioned Health Districts is hereby approved:—

Watheroo Health District; Miling Health District:—
E. A. P. Timms to be Health Inspector for both the Miling Health District and the Watheroo Health District.

EVERITT ATKINSON,
Commissioner of Public Health.

FORFEITURES.

THE undermentioned Leases have been cancelled under section 32 of the Land Act, 1933-1938, for non-payment of rent or other reasons:—

Name, Lease No., District, Reason, Corres. No., Plan.
Ah Fong; 268/152; Wyndham 273; £2 17s. 6d.; 5140/99; Wyndham.
Brennan, Mark; 563/153; Dwellingup 48; £1 4s. 1d.; 10020/12; Dwellingup.
Doig, Enid L.; 20/2301; Woongoondy Estate 20; £1,061 4s. 10d.; 2312/28; 127/80.
Francis, T. C.; 36241/55; Avon 16189; £30 16s. 1d.; 2904/17; 24/80.
Green, A. E.; 22609/68; Victoria 7843; £146 2s. 6d.; 6925/26; 95, 96, 121/80.
Killicoat, H. O., and Myles; 395/807; Bulgar and Ularring; £95 15s. 5d.; 7011/13; 42/300.

Sydenham, Mary; 4971/153; Boulder 467; £1 0s. 0d.; 517/99; Boulder, Sheet 2.
 Tonissen, Bertha E.; 338/2054; Morawa 12; £54 0s. 0d.; 3577/15; Morawa.
 Watson, W. J.; 11987/68; Kojonup 5740, 5741, 5742, 5743, 5744; £18 15s. 4d.; 443/20; 437/80.

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, 1933-1938, and its regulations:—

KALGOORLIE.

19th December, 1939, at 2 p.m., at the District Lands Office—

- †Kalgoorlie—Town (Turner street) 1518, 1r., £15; (Bourke street) R1242, 1r., £12 10s.; (Hare street) 2210, 1r. 4.5p., £10; (Lyal street) 2293 1r., £12; (Addis street) 3259, 1r., £15, 3260, 1r. 12.3p., £20.
 †Boulder—Town (Johnston street) 738, 744, 1r. each, £10 each; (Millen street) 2573, 1r., £12 10s.
 Somerville—*110, 1a. 2r. 27p., £10.

WILUNA.

20th December, 1939, at 11 a.m., at the Mining Registrar's Office—

Wiluna—Town 780, 781, 1r. 0.4p. each, £15 each.

*Suburban for cultivation.

†Subject to leasehold conditions only and that the lessee shall not be entitled to convert the lot to fee simple at any future date.

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.

BUSH FIRES ACT, 1937.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,
 Corres. No. 277/38. Perth, 13th December, 1939.

IT is hereby notified, for general information, that the undermentioned Road Boards have appointed the following persons as Bush Fire Control Officers in their respective Road Districts:—

Northam Road Board:—Messrs. Angus John Cooke, Edward James Maurice Drake-Brockman, Edwin Henry Hobbs; and Frederick Slade de Castilla.

Upper Chapman Road Board:—Messrs. E. A. Green, W. F. Forbes, F. R. Cooper, J. S. Cream, S. R. Exten, D. A. Gray, C. E. Tayler, T. S. Higgins, A. Hall, and H. Grant.

Appointment of Officer to Issue Clover Burning Permits.

Corres. No. 274/38.

IT is hereby notified that the Hon. the Minister for Lands has appointed, under the provisions of the above Act, Mr. Alan S. Andrew, Secretary Road Board, Serpentine-Jarrahdale, an "authorised officer" for the purpose of issuing permits for burning off clover burr during the "prohibited period" subject to regulations 13 to 15 (inclusive) under the above Act.

G. L. NEEDHAM,
 Under Secretary for Lands.

APPLICATIONS FOR LEASING PORTION OF RESERVE No. 13806.

Narrogin Land Agency.

Grazing Purposes.

Section 32 of the Land Act, 1933-1938.

Department of Lands and Surveys,
 Corr. 5237/11. Perth, 6th December, 1939.

APPLICATIONS for the leasing of the land comprised within portion of Reserve No. 13806 (situated near Wickepin), containing about 72 acres, as described hereunder, are invited.

The above land will be available for leasing under section 32 of the Land Act, 1933-1938, for a term of ten years, no compensation being payable for improvements effected at the expiration of the lease or the sooner determination thereof.

Applications for the above, accompanied by one year's rent (£1), indorsed "Application for portion of Reserve No. 13806, shown on Public Plan 378C/40, F4," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Narrogin, on or before Thursday, 28th December, 1939.

All applications lodged on or before that date will be treated as having been received on that date, and, if there are more applicants than one, the application to be granted will be determined by the Land Board. (Plan 378C/40, F4.)

G. L. NEEDHAM,
 Under Secretary for Lands.

Schedule.

That portion of Reserve No. 13806 bounded by lines commencing at its north-east corner and extending south and south-westwards along its east and south-eastern boundaries to its southern corner; thence north-westwards along its south-western boundary to a point in prolongation south of the west boundary of the Location 5880; thence north to the south-west corner of said Location 5880; thence east along a south boundary of Location 5880 aforesaid to the starting point.

LAND OPEN FOR PASTORAL LEASING

Under Part VI. of the Land Act, 1933-1938.

IT is hereby notified that the land described hereunder will be available for general selection under Part VI. of the Land Act, 1933-1938, on and after the date specified:—

WEDNESDAY, 20th DECEMBER, 1939.

PERTH LAND AGENCY.

Eucla Division—Oldfield District.

Corres. 5955/24. (Plan 421/80, F4.)

That area of unsurveyed land, containing about 9,796 acres; being W. Moir's forfeited Pastoral Lease No. 1284/95.

North-West Division—Koondra District (near 150-Mile Post on De Grey-Peakhill Stock Route).

Corres. 2172/38. (Plan 80/300.)

That area of unsurveyed land, containing about 20,000 acres; being B. R. Rodda's forfeited Pastoral Lease No. 394/1247.

WEDNESDAY, 3rd JANUARY, 1940.

PERTH LAND AGENCY.

North-West Division.

Murchison District (about 45 miles east of Hamelin Pool).

Corres. No. 445/25. (Plan 57/300.)

That area of unsurveyed land, containing about 66,052 acres, being the surrendered portion of J. Y., J. G. Thomson, and J. R. G. Lefroy's Pastoral Lease No. 394/895.

WEDNESDAY, 10th JANUARY, 1940.

Perth Land Agency.

Eastern Division.

Bulga and Warring Districts (near Brooking Hills).
Corres. 965/31. (Plan 42/300.)

Those areas of unsurveyed lands, containing about 13,533 and 120,398 acres, being M. and H. O. Killicoat's forfeited Pastoral Leases Nos. 395/805 and 395/806; subject to Agricultural Bank indebtedness.

Eastern Division.

Ularing District (near Lake Giles).

Corres. 919/37. (Plan 35/300.)

That area of unsurveyed land, containing about 27,972 acres; being E. M. Howells' forfeited Pastoral Lease No. 395/822; subject to payment for improvements, if any.

Kimberley Division.

Meda District (near Mount Herbert).

Corres. 1684/39. (Plan 134/300.)

That area of unsurveyed land, containing about 50,340 acres; being F. P. Matthew's cancelled application.

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, 1933-1938, 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.**

PERTH LAND AGENCY.

Short's Estate, Avon District.

Open under Part V. of the Land Act, 1933-38, as modified by Part VIII.

Corr. 7396/20. (Plans 344/80, A4; 377A/40, A1.)

Location 8822; containing 1,000a.; purchase money:—to civilians, £5,233 5s.; to returned soldiers, £4,897; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£50 12s. 6d.;

to civilians, at 5 per cent. p.a.—£56 5s.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£62 14s. 6d.; to civilians, at 5 per cent. p.a.—£66 14s. 6d.; subject to Agricultural Bank indebtedness and to sandalwood conditions; being J. L. Sainsbury's forfeited Lease 20/1715.

Uduc Repurchased Estate—Wellington District.

Open under Part V. of the Land Act, 1933-38, as modified by Part VIII.

Corr. 3404/20. (Plan 383D/40, B4.)

Location 3526, containing 82a. 1r. 30p.; purchase money—£1,742 10s. 10d.; half-yearly instalments first five years, interest only:—to civilians, at 5 per cent. p.a.—£18 13s. 6d.; half-yearly instalments over the balance (35 years), including principal and interest:—to civilians, at 5 per cent. p.a.—£22 3s. 1d.; subject to Agricultural Bank indebtedness and to the conditions applying to this Estate; being D. A. Gibb's forfeited Lease 20/1621.

Yandanooka Repurchased Estate.

Open under Part V. of the Land Act, 1933-38, as modified by Part VIII.

Corr. 703/19. (Plan 123/80, E1.)

Lots 61 and 62, containing 1,145a. 1r. 18p.; purchase money:—to returned soldiers—£5,359 11s. 8d.; to civilians—£5,727 13s. 4d.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£55 8s. 2d.; to civilians, at 5 per cent. p.a.—£61 11s. 3d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£68 13s.; to civilians, at 5 per cent. p.a.—£73 0s. 7d.; subject to Agricultural Bank and I.A.B. indebtedness and to the mineral rights being reserved to the Crown and Midland Railway Company of W.A., Ltd.; being G. H. Jones' forfeited Lease 20/1313.

WEDNESDAY, 20th DECEMBER, 1939.

ALBANY LAND AGENCY.

Hay District (about five miles north of Denmark).

Corr. No. 1615/37. (Plan 452C/40, E3.)

Location 1856, containing 159a. 3r. 27p., at 9s. per acre; classification page 12 of 1615/37; subject to payment for improvements and to timber conditions; being G. E. Pearce's forfeited Lease 365/708.

Hay District (near Camballup.)

Corr. No. 1614/39. (Plan 444/80, C4.)

The unsurveyed area, containing about 400 acres, bounded on the north by the Blackwood Road (No. 1217), on the east by Location 350, on the south by the Kent river, and on the west by a line about 50 chains from and parallel to the west boundary of Location 350 aforesaid; available subject to survey, classification, and pricing.

BEVERLEY LAND AGENCY.

Roe District (about five miles north-west of Karlgarin).

Corr. No. 1028/22. (Plans 345/80, D & E4; 376/80, D1.)

Locations 48 and 49, containing 999a. 2r. 22p.; subject to classification and pricing; also Location 578, containing 300a. 0r. 19p., at 8s. per acre; classification page 3 of 4857/23; subject to Agricultural Bank indebtedness; being H. M. Gilbert's forfeited Leases 39310/55, 22815/74, and 17560/68.

GERALDTON LAND AGENCY.

Victoria District (about 10½ miles north-east of Caron).

Corr. No. 978/35. (Plan 121/80, B3 & 4.)

Location 4789, containing 1,000a., at 5s. per acre; classification page 91 of 11345/09, Vol. 1; subject to Agricultural Bank and Wire Netting indebtedness; being A. Trickett's forfeited Lease 347/805.

NARROGIN LAND AGENCY.

Wellington District (near Hillman).

Corr. No. 438/04. (Plan 410B/40, E & F2.)

Location 1542, containing 32a. 3r. 19p., at 7s. per acre, excluding survey fee and improvements.

NORTHAM LAND AGENCY.

Avon District (about 3½ miles west of Muntadgin).

Corr. No. 4305/26. (Plan 5/80, C1.)

Location 18283, containing 994a., at 6s. 3d. per acre; classification page 41 of 3714/10, Volume 5; subject to exemption from road rates for two years from date of approval of application; being A. W. Vincent's forfeited Lease 20840/68.

Jilbadji District (about 10½ miles south of Carrabin).

Corr. No. 1707/39. (Plan 24/80, E2.)

Location 120, containing 995a. 1r. 38p., at 7s. 6d. per acre; classification pages 76 and 77 of 1063/26; subject to Agricultural Bank indebtedness, to mining and timber conditions, and also to the right of the Government to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed; being J. A. Haggarty's cancelled application.

Ningham District (about nine miles west of Kalannie).

Corr. No. 1398/39. (Plan 64/80, F1.)

Locations 1687 and 1794, containing 2,000a., at 8s. 6d. per acre; classification pages 21 and 28 of 7104/12; subject to Agricultural Bank and Industries Assistance Board indebtedness; being D. A. B. Strickland's cancelled application.

PERTH LAND AGENCY.

Cockburn Sound District (about five miles north-east of Mundijong).

Corr. No. 685/38. (Plan 341C/40, D3.)

Location 871, containing 17a. 1r. 37p., at 10s. per acre, excluding survey fee; classification page 11 of File 685/38; available subject to the usual timber reservation conditions.

Oldfield and Kent District (near Culham Inlet).

Corr. No. 2209/18. (Plan 420/80, F4.)

Loc. No.	Area.	Price		Remarks.
		per acre.		
	a. r. p.	s. d.		
Oldfield:				
76	280 2 2	2 9	Class. p. 44 of 2209/18.	
148	99 3 36	5 6	Class. p. 4 of 6177/20.	
264	110 0 2	3 0	Class. p. 5 of 6403/22.	
100	238 3 38	5 3	Class. p. 12 of 2207/18.	
101	180 0 28	5 6	Class. p. 5 of 2208/18.	
Kent:				
483	160 0 10	4 3	Class. p. 4 of 6177/20.	
484	240 1 28	5 6	Class. p. 3 of 6178/20.	

Subject to Agricultural Bank indebtedness and to timber conditions.

Being H. Marr (jun's.), forfeited Leases 13155/68, 12583/56, 12584/56, 13154/68, 16974/68, 38357/55, and 38347/55.

Peel Estate (about two miles south-west of Serpentine).

Open under Part V. of the Land Act, 1933-38.

Corr. No. 2369/35. (Plan Peel Estate.)

Lot 358, containing 115a. 3r. 14p.; purchase money—£128; deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5½ per cent. p.a.—£4 2s. 8d.; to returned soldiers, at 4½ per cent. p.a.—£3 17s. 10d.; subject to conditions applying to selection in this Estate; being R. W. G. Wood's forfeited Lease 347/913.

Peel Estate (near Karnup.)

Open under Part V. of the Land Act, 1933-1938.

Corr. 369/38. (Plan 341D/40.)

Lot No.	Area.	Total Purchase Money.	First half-year's Instalment as Deposit.	Half-yearly Instalments over 29½ years, including Principal and Interest.	
				To Civilians, at 5% p.a.	To Returned Soldiers, at 4½% p.a.
	a. r. p.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1003	42 3 0	78 0 0	2 0 0	2 10 0	2 7 0
1004	15 2 16	38 0 0	2 0 0	1 4 0	1 2 4
1005	15 2 34	55 0 0	2 0 0	1 15 0	1 12 10
1009	17 2 8	41 0 0	2 0 0	1 5 11	1 4 3
1012	14 2 20	31 0 0	2 0 0	0 19 4	0 18 1
1015	14 2 20	31 0 0	2 0 0	0 19 4	0 18 1
1017	15 2 16	33 0 0	2 0 0	1 0 8	0 19 4
1019	15 2 36	35 0 0	2 0 0	1 2 0	1 0 6
1020	15 2 16	35 0 0	2 0 0	1 2 0	1 0 6
1022	16 2 12	37 0 0	2 0 0	1 3 4	1 1 9
1023	16 2 32	39 0 0	2 0 0	1 4 7	1 3 0
1024	18 1 20	41 0 0	2 0 0	1 5 11	1 4 3
1025	15 3 20	38 0 0	2 0 0	1 4 0	1 2 4
1026	18 1 21	44 0 0	2 0 0	1 7 11	1 6 1
1232	16 0 35	39 0 0	2 0 0	1 4 7	1 3 0
1233	9 3 28	23 0 0	2 0 0	0 14 2	0 13 2
1234	10 0 35	21 0 0	2 0 0	0 12 11	0 11 11
1235	10 1 24	21 0 0	2 0 0	0 12 11	0 11 11
1236	10 1 8	22 0 0	2 0 0	0 13 6	0 12 6
1237	10 1 13	25 0 0	2 0 0	0 15 6	0 14 5

Subject to the conditions applying to this Estate.

This cancels the previous *Government Gazette* notice relating to these lots and also J. J. Lussick's application.

Victoria District (about seven miles east of Gunyidi).

Corr. No. 1361/37. (Plan 90/80, E3.)

Location 4415, containing 1,481a. 2r. 10p., at 4s. 6d. per acre; classification page 5 of 5933/19; subject to exemption from road rates for two years from date of approval of application, also subject to payment for improvements, if any; being A. C. Butterfield's forfeited Lease 347/1528.

SALMON GUMS LAND AGENCY.

Esperance and Myrup A.A. (about 9½ miles north-east of Esperance).

Corr. No. 712/33. (Plan 423/80, E3.)

Esperance Location 559 and Myrup A.A. Lot 3, containing 247a., subject to pricing; classification page 7 of 4597/21 and page 7 of 1918/30; subject to exemption from road rates for two years from date of approval of application; being S. L. Griffith's forfeited Lease 68/3813.

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

Corr. No. 2693/29. (Plan 392/80, E4.)

Location 629, containing 951a. 2r. 10p., at 6s. 3d. per acre; classification page 31 of 3760/23; subject to exemption from road rates for two years from date of approval of application; being M. Belshaw's forfeited Lease 55/1686.

Fitzgerald District (about 10 miles east of Kumarl).

Corr. No. 2960/26. (Plans 392/80, C1; 371/80, C4.)

Location 1022, containing 1,092a. 3r. 13p., at 4s. 9d. per acre; classification page 32 of 2960/26; subject to exemption from road rates for two years from date of approval of application, also subject to mining conditions and to payment for improvements, if any. This cancels the previous *Government Gazette* notice relating to this block.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about 14 miles west of Marvel Loch).

Corr. No. 2101/38. (Plan 23/80, D2 & 3.)

Location 444, containing 1,366a. 2r. 25p., at 5s. per acre; and subject to payment for improvements capitalised at £300; and Location 443, containing 1,103a. 0r. 31p., at 5s. 3d. per acre; and subject to payment for improvements capitalised at £325; both locations are also subject to timber and mining conditions; being F. M. Steel's and M. T. Howes' forfeited Leases 42611/55 and 42627/55.

WAGIN LAND AGENCY.

Williams District (about six and seven miles south-east of Dardadine).

Corr. No. 7360/05. (Plan 409A/40, A1 & 2.)

Location 6122, containing 200a., and Location 5864, containing 100a.; subject to pricing and to exemption from road rates for two years from date of approval of application; being G. J. Lowe's and S. Trickett's forfeited Leases 13375/55 and 12707/55.

THURSDAY, 21st DECEMBER, 1939.

BRIDGETOWN LAND AGENCY.

Nelson District (on Yackelup Creek).

Corr. No. 1091/39. (Plan 438D/40, C3.)

Location 2332, containing 29a. 3r. 1p., at 12s. per acre; Location 3537, containing 122a. 1r. 3lp., at 8s. per acre; and Location 6706, containing 100a., at 12s. per acre; classifications pages 14 and 13 of 1091/39; available to holders of land in the vicinity; subject to the usual timber reservation conditions.

THURSDAY, 28th DECEMBER, 1939.

ALBANY LAND AGENCY.

Plantagenet District (about 2½ miles north-east of Denmark).

Corr. No. 562/37. (Plan 452C/40, E4.)

Location 2028, containing 150a., at 8s. per acre; classification page 11 of 562/37; and Location 2312, containing 89a. 2r. 3p., at 8s. 6d. per acre; classification page 10 of 1443/38; subject to timber conditions and to exemption from road rates for two years from date of approval of application; being G. A. Plozza's forfeited Leases 347/1459 and 347/2081.

BEVERLEY LAND AGENCY.

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

Corr. No. 6785/26. (Plan 346/80, A3.)

Location 417, containing 987a. 3r. 16p., at 8s. 3d. per acre; classification page 41 of 6785/26; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application, also subject to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed. This cancels the previous *Government Gazette* notice relating to this block.

BRIDGETOWN LAND AGENCY.

Kojonup District (about nine miles south of Qualeup).

Corr. No. 330/39. (Plan 438B/40, F1.)

Location 8017, containing 85a. 0r. 28p., at 5s. per acre, excluding survey fee; classification page 13 of File 330/39.

Sussex District (about three miles east of Metricup).

Corr. No. 2706/36. (Plan 413D/40, C3 & 4.)

Locations 2543 and 2544, containing 355a. 0r. 19p., at 8s. per acre, includes survey fee and improvements; classification page 9 of 2706/36; subject to timber conditions and also to the conditions applying to selection in this district; being J. H. Tompsett's forfeited Lease 348/649.

Sussex District (near Witchcliffe).

Corr. No. 1930/33. (Plan 440A/40, B2.)

Location 2807, containing 155a. 3r. 16p., at 9s. per acre; classification page 16 of 1517/32; subject to payment for improvements, to timber conditions, and to the conditions applying to selection in this district; being J. M. Macaulay's forfeited Lease 74/1693.

BUNBURY LAND AGENCY.

Wellington District (near Bussell's Brook).

Corr. No. 527/31. (Plan 411C/40, D3.)

(a) The unsurveyed area, containing about 53 acres, bounded by lines commencing at the north-west corner of Location 3082 and extending south along the west boundary of said location and Location 3075 to a point one chain north of a tramway formation; thence west-

wards and north-westwards one chain from and parallel to the said tramway formation to the west boundary of Location 3391; thence north along part of the west boundary of said Location 3391 to the southern side of Road No. 2429; thence eastwards along the southern side of said road to an angle in same; thence again eastwards to the starting point.

(b) The unsurveyed area, containing about 18 acres bounded by lines commencing at the north-west corner of Location 3073 and extending eastwards and south-eastwards along a timber tramway reserve to the north boundary of Location 4184; thence west along part of the north-eastern side of a tramway formation; thence north-westwards one chain from and parallel to the said side of the tramway formation to the south boundary of Location 3075; thence east and north along part of the south and the east boundary of Location 3075 aforesaid to the starting point.

(c) Location 3082, containing 11 acres 1 rood 11 perches.

Available subject to the usual timber reservation conditions.

GERALDTON LAND AGENCY.

Victoria District (about four miles south-east of Whelarra).

Corr. No. 1368/39. (Plan 160C/40, D & E4.)

Locations 4474 and 4139, containing 960a. 0r. 5p., subject to pricing and also to Agricultural Bank and I.A.B. indebtedness; classification pages 6 and 7 of 3279/25; being C. J. Bennett's cancelled application.

Victoria District (about 14 miles east of Maya).

Corr. No. 1705/37. (Plan 96/80, D4.)

Location 8878, containing 1,622a. 2r. 18p., at 2s. 8d. per acre; classification page 3 of 1705/37; subject to exemption from road rates for two years from date of approval of application; being J. E. Foster's forfeited Lease 347/2064.

KATANNING LAND AGENCY.

Kojonup District (near Cartmetieup).

Corr. No. 7231/00. (Plan 409C/40, F4.)

The area, containing 33 acres, bounded on the north-west by a road passing along the south-eastern boundaries of Locations 1212 and 1025, on the east by a road passing along the west boundaries of Locations 1146 and 854, on the south by a closed road passing along the north boundaries of Locations 2388 and 1545, excluding Road No. 2588; available subject to survey, classification, and pricing; Reserve 7367 (School Site) is hereby cancelled.

Plantagenet District (near Solomon's Well).

Corr. No. 11357/08. (Plan 445/80, B1.)

Those portions of Plantagenet Location 2640 being:—
(a) the area, containing about 11½ acres, bounded by lines commencing at a point on the south boundary of Location 1322 situate about 21 chains west of its south-east corner and extending east along part of the south boundary of said location to the aforesaid south-east corner of same; thence south along part of the west boundary of Location 1321 for a distance of about 10 chains; thence north-westward to the starting point; (b) the area, containing about 9½ acres, bounded by lines commencing at the southernmost south-east corner of Location 2252 and extending north along part of an east boundary of said location for a distance of about 17 chains; thence south-eastwards to a north-eastern corner of Location 2127; thence west along part of a north boundary of said Location 2127 to the starting point; available subject to survey, classification, and pricing.

NORTHAM LAND AGENCY.

Avon District (about eight miles south-west of Nukarni).

Corr. No. 6/39. (Plan 34/80, E4.)

Location 11347, containing 100a.; subject to classification and pricing and to payment for improvements, and also to timber conditions; being E. J. Fitzgerald's cancelled application.

Ninghan District (about eight miles north-east of Wundowlin Well).

Corr. No. 4692/27. (Plan 55/80, E1 & 2.)
Location 2758, containing 2,245a. 3r 10p., at 2s. per acre; classification page 16 of 4692/27; subject to payment for improvements; being W. E. Luckman's forfeited Lease 68/627.

PERTH LAND AGENCY.

Peel Estate (near Balmanup).

Open under Part V. of the Land Act, 1933-38.
Corr. 1615/39. (Plan Peel Estate, Sheet 4.)
Lots 1194 and 1195, containing 70a. Or. 23p.; purchase money £19 5s. 10d.; first half-year's instalment as deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—11s. 9d.; to returned soldiers, at 4½ per cent. p.a.—10s. 11d.; subject to the conditions applying to this Estate; being H. C. Fagg's cancelled application.

Victoria District (about five miles north-west of Marchagee).

Corr. No. 1911/31. (Plan 90/80, C & D1.)
Location 9451, containing 440a., at 2s. 6d. per acre; classification page 12 of 1911/31; and Location 9452, containing 160a., at 3s. 6d. per acre; classification page 3 of 1912/31; subject to exemption from road rates for two years from date of approval of application; being E. A. Cook's forfeited Leases 68/3454 and 74/1451.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about four miles south-east of Salmon Gums).

Corr. No. 598/37. (Plan 392/80, C3.)
Locations 429, 1139, and 433, containing 1,513a. Or. 23p., at 6s. 9d. per acre; subject to Agricultural Bank and I.A.B. indebtedness, and to a cropping lease which expires 28/2/40; being A. W. Parker's and J. Bassett's forfeited Leases 42096/55 and 39380/55.

Fitzgerald District (near Kumarl).

Corr. No. 3960/28. (Plans 392/80, B1; 371/80, B4.)
Location 569, containing 1,104a. 3r. 36p., at 5s. 6d. per acre; classification page 8 of 428/26; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; being E. A. Prince's forfeited Lease 55/1399.

SOUTHERN CROSS LAND AGENCY.

Yilgarn District (about five miles south of Bullfinch).

Corr. No. 1629/39. (Plan 36/80, B1.)
Location 588, containing 1,032a. 2r. 4p.; at 4s. per acre; classification page 28 of 6812/22; subject to payment for improvements capitalised at £300 and to timber conditions; being C. I. Biddle and H. Walker's cancelled application.

WEDNESDAY, 3rd JANUARY, 1940.

GERALDTON LAND AGENCY.

Victoria District (about six miles east of Bowgada).

Corr. No. 2584/27. (Plan 122/80, E & F2.)
Location 8113, containing 618a. Or. 24p.; subject to pricing and to Agricultural Bank indebtedness; being E. J. Sharpe's forfeited Lease 22240/68.

KATANNING LAND AGENCY.

Kent District (about 10 miles south of Borden).

Corr. No. 2547/37. (Plan 435/80, B4.)
Location 454, containing 155a. 1r. 13p., at 6s. 6d. per acre; classification page 5 of 2731/20; and Location 433, containing 159a. 3r. 32p., at 3s. per acre; classification page 10 of 3820/19; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; also subject to exemption from road rates for two years from date of approval of application; being F. B. Shiner's forfeited Lease 365/608.

Williams District (about nine miles north of Badgebup).

Corr. No. 714/37. (Plan 408/80, D4.)
Location 13524, containing 386a. Or. 37p., at 2s. 3d. per acre; classification page 8 of 714/37; subject to exemption from road rates for two years from date of approval of application; also subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue, and to mallet conditions. This cancels the previous *Government Gazette* notice relating to this block.

NARROGIN LAND AGENCY.

Roe District (2½ miles north-east of Pingaring).

Corr. No. 2510/27. (Plan 376/80, D & E3.)
Locations 1081 and 1353, containing 2,044a. 1r. 18p., at 8s. 6d. per acre; classification page 9 of 2510/27; subject to Agricultural Bank and Industries Assistance Board indebtedness; being E. Parish's (the elder) forfeited Leases 22728/68 and 25905/74.

Williams District (about two miles west of Jitarning).

Corr. No. 8240/10. (Plan 377/80, D4.)
Location 9250, containing 812a., at 8s. 9d. per acre; classification page 1A of 9345/09; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness, and to the conditions that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue, also subject to a cropping lease which expires 28/2/1941; being A. D. Y. Andrews' forfeited Lease 26928/55.

PERTH LAND AGENCY.

Peel Estate (near Wellard).

Open under Part V. of the Land Act, 1933-38.

Corr. 1265/39. (Plan 341D/40, B3.)
Lots 98 and 99, containing 90a. Or. 26p.; purchase money—£45; first half year's instalment as deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£1 8s. 6d.; to returned soldiers, at 4½ per cent. p.a.—£1 6s. 8d.; subject to the conditions applying to this estate and to timber conditions; being W. S. Pike's cancelled application.

SALMON GUMS LAND AGENCY.

Esperance District (about 3½ miles north-east of Caitup Siding).

Corr. No. 13518/11. (Plan 423/80, D & E2 & 3.)
Location 695, containing 531a., at 4s. per acre; and Location 650, containing 2,045a., at 3s. 6d. per acre; classifications pages 28 and 27 of 4898/27; subject to exemption from road rates for two years from date of approval of application; being E. E. Dixon's forfeited Lease 22352/68.

Esperance District (about three miles north-west of Collier).

Corr. No. 1617/32. (Plans 423/80, D4; 423CD.)
Locations 703 and 707, containing 334a., at 6s. per acre; classifications pages 93 and 96 of 9885/12, Vol. 1; subject to exemption from road rates for two years from date of approval of application; being W. H. Thick's forfeited Lease 55/2397.

Esperance District (about six miles west of Esperance).

Corr. No. 1389/19. (Plans 423CD/20, D4; 423/80, C4; 430/80.)

Loc. No.	Area.	Price		Remarks.
		a. r. p.	s. d.	
774	273 0 0	5 6	Class. p. 14 of 9885/12, Vol. 2.	
779	999 0 0	4 6	Class. p. 17 of 9885/12, Vol. 2.	
780	1,000 0 0	4 6	Class. p. 18 of 9885/12, Vol. 2.	
553	160 0 0	6 0	Class. p. 82 of 1389/19.	
769	292 2 0	5 6	Class. p. 9 of 9885/12, Vol. 2.	
773	274 2 0	5 6	Class. p. 4 of 7482/20.	

Subject to exemption from road rates for two years from date of approval of application.
Being F. C. Daw's forfeited Leases 11263/68, 38314/55, 38397/55, 13927/68.

Fitzgerald District (about 11 miles east of Kumarl).
 Corr. No. 2632/28. (Plan 371/80, C & D4.)
 Location 1011, containing 1,093a. 3r. 3p., at 4s. 9d. per acre; classification page 26 of 5608/25; subject to payment for improvements and to mining conditions. This cancels the previous *Government Gazette* notice relating to this location.

WAGIN LAND AGENCY.

Williams District (about 1½ miles south of Tarin Rock).

Corr. No. 1855/11. (Plan 387/80, A4.)

Location 9733, containing 835a., at 9s. 3d. per acre; classification page 71 of 1855/11; and Location 10694, containing 1,000a., at 10s. per acre; classification page 71 of 1855/11; subject to Agricultural Bank, Industries Assistance Board, and Colonial Treasurer's indebtedness, and to a cropping lease which expires 28/2/40; being R. W. Young's forfeited Leases 29026/55 and 12444/56.

G. L. NEEDHAM,
 Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

I, J. T. O'CONNELL, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Wandering Road Board to close the said portion of road, viz.:—

Wandering.

4049/14.

W. 582:—The surveyed road passing through Avon Location 7073 and along the western boundary of Williams Location 13573; from Road No. 9949 within the former location to the south-east corner of Location 13573. (Plan 379C/40, D4.)

J. T. O'CONNELL.

I, E. H. Watts, on behalf of the Wandering Road Board, hereby assent to the above application to close the road therein described.

E. H. WATTS,
 Chairman Wandering Road Board.
 2nd December, 1939.

THE ROAD DISTRICTS ACT, 1919-1934.

WHEREAS the COLLIE Road Board, by resolution passed at a meeting of the Board, held at Collie on or about the 5th day of April, 1937, resolved to open the road hereinafter described, that is to say:—

L. & S. 9066/98; M.R. 273/37.

No. 826: Widening:—Portion Mining Lease 97 bounded by lines commencing at the intersection of western side of the present road with the northern boundary of said lease and extending (as shown on Diagram No. 60522) 149deg. 10min. 12 chains 24.9 links, 135deg. 23min. 12 chains 24.4 links, and 172deg. 2 chains 69.7 links along said side of said road; thence 330deg. 28min. 4 chains 40.6 links, 318deg. 12 chains 14 links, and 331deg. 17min. 10 chains 32 links to the starting point. (Plan 411C/40, F3.)

WHEREAS the MOORA Road Board, by resolution passed at a meeting of the Board, held at Moora on or about the 15th day of October, 1938, resolved to open the road hereinafter described, that is to say:—

L. & S. 12210/03; M.R. 752/38.

No. 1836: Widening:—Portion of Melbourne Location 1192 bounded by lines commencing at its north-east corner and extending (as shown Diagram 60613) southward 69.7 links along its easternmost boundary; thence 279deg. 35min. 4 chains 0.9 links to the south side of the present road and east along it to the starting point. (Plan 63/80, D1.)

WHEREAS the MOORA Road Board, by resolution passed at a meeting of the Board, held at Moora on or about the 12th day of November, 1938, resolved to open the roads hereinafter described, that is to say:—

M.R. 752/38; L. & S. 987/91.

No. 2446: Widening of part:—Portion of Melbourne Location 1306 bounded by lines commencing at its north-west corner and extending (as shown Diagram 60615)

186deg. 51min. 4 chains 97.9 links, 176deg. 48min. 6 chains 72.8 links, 205deg. 35min. 6 chains 18.7 links, and 222deg. 25min. 5 chains 16.1 links to the eastern side of the present road; thence northward along said side of the present road to the starting point. (Plan 63/80, D2.)

No. 2447: Widening of part:—Portion of Melbourne Location 1251 bounded by lines commencing at its north-east corner and extending southward (as shown Diagram 60616) 22 chains 65.8 links along the western side of the present road; thence 7deg. 17min. 5 chains 17.4 links, 357deg. 14min. 5 chains 84.9 links, 14deg. 55min. 5 chains 32.7 links, 36deg. 1min. 6 chains 88.7 links, and 90deg. 2min. 74.6 links to the starting point. (Plan 63/80, D2.)

WHEREAS the BAYSWATER Road Board, by resolution passed at a meeting of the Board, held at Bayswater on or about the 3rd day of November, 1938, resolved to open the road hereinafter described, that is to say:—

1728/24.

No. 3535: Widening of part:—A strip of land, one chain wide, being late Class "A" Reserve 18956 abutting the eastern side of the present road between Grand promenade and Drummond street. (Plan 1D/20, NE.)

WHEREAS the NEDLANDS Road Board, by resolution passed at a meeting of the Board, held at Claremont on or about the 5th day of September, 1939, resolved to open the road hereinafter described, that is to say:—

L. & S. 3887/15; M.R. 578/39.

No. 5530: Extension:—A strip of land, one chain wide, leaving the present road at the north-east corner of Lot 236 of Perthshire Location Aw (L.T.O. Plan 3321) and extending north to the north side of Haldane street; thence continuing north 2 chains wide, being the whole of Lots 363 and 364 and portion of right-of-way abutting thereon (L.T.O. Plan 3337) to the north boundary of said location. (Plan 1D/20, N.W.)

WHEREAS the PERTH Road Board, by resolution passed at a meeting of the Board, held at Perth on or about the 29th day of July, 1937, resolved to open the road hereinafter described, that is to say:—

2407/17, Vol. II.

No. 5913: Green street (extension):—A strip of land, one chain wide, leaving the present road at its junction with the west side of Osborne street and extending (as shown on O.P. No. 5285) east to and along the south boundaries of Swan Locations 3953 and 3954 to a surveyed road at the latter's south-east corner. (Plan 1D/20, NE.)

WHEREAS the WILLIAMS Road Board, by resolution passed at a meeting of the Board, held at Williams on or about the 28th day of July, 1934, resolved to open the road hereinafter described, that is to say:—

M.R. 519/34; L. & S. 1919/23.

No. 6963: Widening:—Portion of Williams Locations 2185 and 2335 bounded by lines commencing on the southern boundary of the former location 4 chains 9.5 links from its south-west corner and extending (as shown Diagram 55905) 315deg. 54min. 30 chains 42.3 links, 300deg. 30min. 2 chains 9.7 links; thence south-eastward along the north-eastern side of the present road to the starting point. (Plan 384B/40, E2.)

WHEREAS the DALWALLINU and YALGOO Road Boards, by resolutions passed at meetings of the Boards, held at Dalwallinu and Yalgoo on or about the 23rd day of May, 1939, and 11th day of November, 1939, respectively, resolved to open the road hereinafter described, that is to say:—

987/39.

No. 9994:—A strip of land, one chain wide, leaving Road No. 5085 near its junction with Road No. 7168 in Reserve No. 17336 and extending south-eastward through said reserve and Reserve No. 14999 and through Pastoral Lease No. 394/872 to the homestead in the last-mentioned, (Plan 36/300.)

WHEREAS the QUAIRADING Road Board, by resolution passed at a meeting of the Board, held at Quairading on or about the 31st day of March, 1938, resolved to open the road hereinafter described, that is to say:—
11942/09.

No. 10008:—A strip of land, one chain wide (widening on part of the western boundary of Avon Location 10212 as shown on Diagram No. 58820), leaving a surveyed road at the north-western corner of said location and extending southward, eastward, and again southward along the western boundary of said location, a western, a southern and again a western boundary of Location 10211, and the western boundary of Location 12668 to Road No. 2119 at the south-west corner of the last-mentioned location. (Plan 3C/40, F4.)

WHEREAS the KALGOORLIE Road Board, by resolution passed at a meeting of the Board, held at Kalgoorlie on or about the 19th day of June, 1939, resolved to open the road hereinafter described, that is to say:—
5110/13.

No. 10011:—A strip of land, 150 links wide, commencing at north-western corner of Jaurdi Residential Area Lot 111 and extending (as shown on Diagram No. 60625) southward along western boundaries of Lots 111 to 104, inclusive, and 88 to 95, inclusive, and the western boundary of Jaurdi Location 15 to the south-western corner of the last-mentioned; thence eastward along part of the southern boundary of said Location 15 to a road on the western boundary of Ora Banda Town-site. (Plan Ora Banda.)

WHEREAS the MERREDIN Road Board, by resolution passed at a meeting of the Board, held at Merredin on or about the 28th day of April, 1938, resolved to open the road hereinafter described, that is to say:—
830/38.

No. 10012:—A strip of land, one chain wide, leaving a surveyed road at the north-west corner of Avon Location 15205 and extending south along its west boundary and east along part of its south boundary to the west corner of Location 20461; thence south-eastward along the south-western boundary of Location 20461 to a surveyed road at its south corner. (Plan 24/80, A1.)

WHEREAS the SUSSEX Road Board, by resolution passed at a meeting of the Board, held at Busselton on or about the 26th day of June, 1939, resolved to open the road hereinafter described, that is to say:—
3630/23.

No. 10014: Deviation of part:—A strip of land, one chain wide (widening in part), its north-eastern side leaving the northern side of the present road in Sussex Location 393, 8 chains 51.6 links from a west boundary of same and extending north-westward (as

shown Diagram 40659) through said location to an east boundary of Location 1354; thence north along said east boundary and continuing for 50 links into Location 76; thence west through the last-mentioned location to Road No. 2182 on its west boundary. (Plan 413A/40, A2.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 20th day of May, 1938, resolved to open the road hereinafter described, that is to say:—
997/38.

No. 10018: Deviation of part:—A strip of land, two chains wide, its north-western side leaving a north side of the present road on a south boundary of Avon Location 9111, 2 chains 31.6 links from a south-east corner of said location and extending (as shown Diagram 60160) south-westward to and through Location 8659 to rejoin a west side of the old road on an east boundary of the former location. (Plan 344/80, C3.)

WHEREAS the MANJIMUP Road Board, by resolution passed at a meeting of the Board, held at Manjimup on or about the 29th day of March, 1939, resolved to open the road hereinafter described, that is to say:—
10942/07.

No. 10027:—A strip of land, one chain wide, leaving Road No. 3067 opposite the north-west corner of Nelson Location 11282 and extending north-westward following a track through State Forest No. 37 to its junction with Road No. 299 opposite the north-east corner of Location 7923 or near thereto. (Plan 443A/40, B1.)

And whereas His Excellency the Lieutenant-Governor, pursuant to section 17 of the Public Works Act, 1902, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purpose of the said roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth.

And whereas the said Boards have caused a copy of the said notices to be served upon the owners and occupiers of the said lands resident within the State, or such of them as can with reasonable diligence be ascertained, either personally or by registered letter posted to their last-named places of abode.

And whereas the Lieutenant-Governor in Executive Council has confirmed the said resolutions, it is hereby notified that the lines of communication described above are roads within the meaning of the Road Districts Act, 1919-1934, subject to the provisions of the said Act.

Dated this 15th day of December, 1939.

G. L. NEEDHAM,
Under Secretary for Lands.

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.
1939.		1939.	
Dec. 1	Point Heathcote Mental Reception Home—Instrument Hatch and Cupboards (8999)	(2.30 p.m. on Tuesday) 19th December ...	Contractors' Room, Perth, on and after Tuesday, 12th December, 1939.
Dec. 7	Kalgoorlie Infants' School—New Brick Latrines (9000)	19th December ...	Contractors' Room, Perth, and Public Works Department, Kalgoorlie, on and after Tuesday, the 12th December, 1939.
Dec. 7	Kalgoorlie Public Offices, Haman Street—New Brick Latrines (9001)	19th December ...	Contractors' Room, Perth, and Public Works Department, Kalgoorlie, on and after Tuesday, the 12th December, 1939.

Tenders, together with the prescribed deposit, are to be addressed to "The Hon. the Minister for Works, Public Works Department, The Barracks, St. George's terrace, Perth," and must be indorsed "Tender." The lowest or any tender will not necessarily be accepted.

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

TENDERS FOR PURCHASE.

Government Property.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
Mt. Pleasant School	1940. 2.30 p.m. Wednesday, 3rd January	Contractors' Room, Perth; Public Works Office, Katanning; Police Stations, Wagin and Narrogin, after 11th December, 1939.
Marrah School (late South Yuna) ...	Tuesday, 23rd January	Contractors' Room, P.W.D., Perth; P.W.D., Geraldton; Police Stations, Yuna and Northampton, after 18th December, 1939.
Fortescue Landing—Goods Shed ...	Tuesday, 30th January	Contractors' Room, Perth; Public Works Offices, Roebourne and Onslow, after 18th December, 1939.

Tenders, together with the prescribed deposit, are to be addressed to "The Hon. Minister for Works, Public Works Department, The Barracks, St. George's terrace, Perth," and must be indorsed "Tender." The highest or any tender will not necessarily be accepted.

Department of Public Works,
Perth, 12th December, 1939.

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

THE MUNICIPAL CORPORATIONS ACT, 1906.

(No. 32 of 1906.)

Municipality of Boulder—Notice of Sale.

In the Local Court at Boulder.

WHEREAS the Council of the Municipality of Boulder has certified to me that, under the provisions of the Municipal Corporations Act, 1906, the several sums set forth in the Schedule hereunder are now due and unpaid by the persons whose names are set opposite the said sums as the registered proprietors of the pieces of land situated and described in the Certificate of Title, and containing the measurements, more or less, all as set forth in the Schedule, being arrears of rates and interest due to such Council in respect of such land: And whereas such Council has required me, after the expiration of three months from the date thereof, to issue my warrants of execution against such lands, unless the moneys mentioned in such Schedule are sooner paid: This is to give notice that, in pursuance of such Certificate, I shall issue my Warrants of Execution accordingly at the expiration of three months from the date thereof, unless the above-mentioned sums accrued due on the land to the 31st day of October, 1939, and all expenses incurred are sooner paid.

Dated at Boulder this 8th day of December, 1939.

GEO. L. GANNON,
Clerk of Courts.

SCHEDULE REFERRED TO.

Cert.	Sum. £ s. d.	Name, Description, and Address of Person appearing to have an interest in the Land.	Description and Situation of Land.	Certificate of Title where Described.		Contents.		
				Pt.	Vol.	Fol.	a.	r.
1	4 3 4	Edward George Streiff, of Boulder, grocer, as registered proprietor and owner	being portion of Boulder Town Lot 1625 and being Lot 16 on Diagram 2100, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	329	11	0	1	0
2	4 3 4	Edward George Streiff, of Boulder, grocer, as registered proprietor and owner	being portion of Boulder Town Lot 1625 and being Lot 15 on Diagram 2100, limited, however, to the natural surface and so much as is below the natural surface to depth of forty feet	329	11	0	1	0
3	4 3 4	Edward George Streiff, of Boulder, grocer, as registered proprietor and owner	being portion of Boulder Town Lots 1624 and 1625 and being Lot 14 of deposited Diagram 2100, limited to a depth of 40 feet below the natural surface	329	11	0	1	0
4	4 3 3	Edward George Streiff, of Boulder, grocer, as registered proprietor and owner	being portion of Boulder Town Lots 1624 and 1625 and being Lot 13 of deposited Diagram 2100, limited to a depth of 40 feet below the natural surface	329	11	0	1	0
5	8 2 6	Richard James Rowe, of Boulder, miner, as registered proprietor, and R. J. Rowe, of Boulder, as owner	being Boulder Lot R323, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	366	81	0	1	0
6	9 15 0	Margaret Jane Hocking, of Boulder, widow, as registered proprietor, and M. J. Hocking, of Boulder, as owner	being Boulder Lot 945, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	461	91	0	1	0

SCHEDULE—*continued.*

Cert.	Sum.			Name, Description, and Address of Person appearing to have an interest in the Land.	Description and Situation of Land.	Certificate of Title where Described.		Contents.		
	£	s.	d.			Vol.	Fol.	a.	r.	p.
7	15	3	6	James Ryan, of Boulder, carter, as registered proprietor and owner	being Boulder Lot R302, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	377	102	0	1	0
8	7	16	0	John Burke, of Boulder, brewery employee, as registered proprietor and owner, and Mortgage 3147/1914, to Edward Pauley, of Boulder, merchant	being Boulder Lot R299, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	346	1	0	1	0
9	13	0	0	Joseph Cockerill, of Boulder, ironmonger, as registered proprietor, and J. Cockerill, of Boulder, as owner	being Boulder Lot R298, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	349	4	0	1	0
10	11	3	0	Ernest George Hayes, of Wittenoom street, Boulder, miner, as registered proprietor, and E. G. Hayes, of Boulder, as owner	being Boulder Town Lot R297, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	204	21	0	1	0
11	10	1	6	Annie Tough, of 129 Wittenoom street, Boulder, married woman (home duties), as registered proprietor, and E. Tough, of Boulder, as owner	being Boulder Lot 422, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	413	111	0	0	20
12	6	14	11	Ellen Peat, of Boulder, widow (Administratrix of the Estate of James Peat, late of Davis street, Boulder, miner, deceased) as registered proprietor, and P. J. Peat, of Boulder, as owner	being Boulder Town Lot R256, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	212	112	0	1	0
13	22	1	7	Arnold Victor Richardson, Official Receiver in Bankruptcy for the district of South Australia, as trustee of the property, of William Shaw Bannerman, late of Boulder, tobacconist, deceased, as registered proprietor, and A. Shaw, of Boulder, as owner	being Boulder Town Lot R155, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	212	123	0	1	0
14	10	4	0	George Rignold Birchmore, of 92c Clancy street, Boulder, miner, as registered proprietor, and G. R. Birchmore, of Boulder, as owner	being portion of Boulder Lot R266, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	572	99	0	0	20
15	14	1	11	Thomas Wardrop, of Boulder, carpenter, as registered proprietor, and T. Wardrop, of Boulder, as owner	being portion of Boulder Town Lot R163, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	212	109	0	0	20
16	14	1	11	Thomas Wardrop, of Boulder City, carpenter, as registered proprietor, and T. Wardrop, of Boulder, as owner	being the eastern moiety of Boulder Town Lot R163, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	216	142	0	0	20
17	2	12	0	Charles Morcom, of Clancy street, Boulder, grocer, as registered proprietor, and R. Owen, of Boulder, as owner	being the eastern moiety of Boulder Town Lot R137, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	455	79	0	0	20
18	6	9	0	Elizabeth Grace Glasson, of 64 Clancy street, Boulder, married woman, as registered proprietor, and E. G. Glasson, of Boulder, as owner	being the eastern moiety of Boulder Town Lot R139, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	742	81	0	0	20
19	8	14	3	Thomas Williams, of Boulder, blacksmith, as registered proprietor, and T. Williams, of Boulder, as owner	being Boulder Lot R231, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	468	1	0	1	0
20	8	15	0	Ernest John Pascoe, of Boulder, miner, as registered proprietor, and E. J. Pascoe, of Boulder, as owner	being Boulder Town Lot R234, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	176	93	0	1	0
21	13	4	3	James Hand, of Taylor street, Coolgardie, one of the Executors of the Will of John Lean Snell, deceased, as registered proprietor, and R. Armstrong, of Boulder, as owner	being Boulder Town Lot R236, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	179	82	0	1	0

SCHEDULE—continued.

Cert.	Sum. £ s. d.	Name, Description, and Address of Person appearing to have an interest in the Land.	Description and Situation of Land.	Certificate of Title where Described.		Contents.		
				Vol.	Fol.	a.	r.	p.
22	8 10 6	Eva Lorinda McManis, of 42 Millen street, Boulder, married woman, as registered proprietor, and T. H. Thornton, of Boulder, as owner	being Boulder Lot 2114, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	429	102	0	1	0
23	11 1 0	Edith Millington Davies, of Boulder, widow (Executrix of the Will of William Davies, late of Boulder, blacksmith, deceased), as registered proprietor, and E. M. Davies, of Boulder, as owner	being Boulder Lot 699, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	436	140	0	1	0
24	2 12 0	Ruby Jane Perkins, of Tenterden, married woman, as registered proprietor, and J. F. McLean, of Boulder, as owner	being Boulder Lot 723, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	403	36	0	1	0
25	5 17 0	Henry Nuttall, of Boulder, miner, as registered proprietor, and H. Nuttall, of Boulder, as owner	being Boulder Lot 726, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	411	151	0	1	0
26	16 17 3	Neil Gallagher, of Boulder, gardener, as registered proprietor, and Mrs. Ritch, of Boulder, as owner	being Boulder Lot 761 ..	425	8	0	0	39
27	14 9 6	Thomas Gilliespie Riggaus, of Boulder, miner, as registered proprietor, and C. E. Thomas, of Boulder, as owner	being portion of Boulder Town Lot R464, limited, however, to the natural surface and so much as is below the natural surface to depth of forty feet	432	103	0	0	20
28	15 19 10	William Andrews, of 161 Piesse street, Boulder, labourer, as registered proprietor, and W. B. Andrews, of Boulder, as owner	being Boulder Lot 450, limited, however, to the natural surface and so much as is below the natural surface to a depth of forty feet	458	156	0	0	20
29	11 5 2	Myles Stephen Sharkey and Bernard Joseph Sharkey, of Hamilton street, Boulder City, miners, as joint tenants, as registered proprietors, and M. Sharkey, of Boulder, as owner	being Boulder Town Lot 175, Richardson street	122	19	0	1	0

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 100/35.

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

Belmont Park Road District.

1667/39—Kauowna avenue, from Matheson avenue to Lot 370—North-westerly.

Nedlands Road District.

1585/39—Sutcliffe street, from Lot 156 to Lot 157—Southerly.

1673/39—Sutcliffe street, from Lot 157 to Lot 159—Southerly.

1750/39—Sutcliffe street, from Lot 159 to Lot 160—Southerly.

Perth Road District.

1686/39—Lillian street, from Lot 178 to Lot 181—Southerly.

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

Dated at Perth this 15th day of December, 1939.

J. C. HUTCHINSON,
Acting Under Secretary.METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

Erratum Notice.

M.W.S. 123/37. Perth, 12th December, 1939.

THE words "Wanneroo Road District" should appear after the word "District" in the eighth line of the notice appearing on page 2066 of the *Government Gazette* of 24th November, 1939, of intention to extend the water supply to North Beach.

J. C. HUTCHINSON,
Acting Under Secretary.

THE WATER BOARDS ACT, 1904.

Water Rate in the Moora Water Area.

NOTICE is hereby given that the Rate Book for the year ending 30th October, 1940, of all lands in the Moora Water Area now liable to be rated under the abovementioned Act has been made up and is open for inspection by ratepayers.

By Order of the Moora Water Board,

W. J. CARRICK,
Chairman.

Notice of Rate in the Moora Water Area.

Notice is hereby given that, under the powers conferred by the abovementioned Act, the Moora Water Board has ordered a rate of two shillings and ninepence for the Water Area to be made and levied for the year ending 30th October, 1940, upon all rateable land entered in the Rate Book, the making up of which is published in the *Government Gazette* and local newspaper; and that a memorandum of such order has been duly entered in the Rate Book and signed.

The said rate is now payable in accordance with the by-laws made under the aforesaid Act.

By Order of the Moora Water Board,

6/12/39. W. J. CARRICK,
Chairman.

MUNICIPAL ELECTIONS—VOTING IN ABSENCE.

Department of Public Works,
Perth, 8th December, 1939.

IT is hereby notified that all those persons who were informed, either by letter or by public notice of their appointment by the Minister for Works under section 110 of the Municipal Corporations Act, 1906-1938, to take absentee votes for the Municipal Elections on the 25th November, 1939, are authorised to take similar votes for any municipal elections that may be held from time to time during the present financial year for municipalities.

W. S. ANDREW,
Under Secretary for Public Works

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
824/39	1939. Dec. 8	British General Electric Co. Pty., Ltd.	365A, 1939	2 only 3H.P. Frame C5 Motors with Bare Shaft, complete with Pulley, Slide Base and Starters, as per Item 1, F.O.R. Perth	Mines	£40 19s. 6d. each.
"	do.	Atkins (W.A.), Ltd. ...	"	1 only "B.T.H." 5H.P. 220V. D.C. Motor, complete, as per Item 2, F.O.R. Perth	do.	for £46 7s.
880/39	do.	J. H. Greenwood ...	414A, 1939	Removal of Bodies to Morgue at Boulder, during the year 1940 :— Item 2a Item 2b	Police	£2 per body. 3s. per mile. 34s. per cord.
815/39	do.	Burrows & Co. ...	386A, 1939	Firewood for State Battery, Payne's Find, during the year 1940	Mines	
884/39	do.	Ken Beer ...	426A, 1939	Firewood for State Battery, Yarri, during the year 1940	do.	20s. per cord.
864/39	do.	Burrows & Co. ...	418A, 1939	Firewood for State Battery, Boogardie, during the year 1940	do.	26s. per cord.
886/39	do.	M. S. Dwyer ...	428A, 1939	Firewood for State Battery, Laverton, during the year 1940	do.	32s. 6d. per cord.
818/39	do.	Cartage from Adjacent Railway Stations to State Batteries as listed, during the year 1940 :— Bamboo Creek Coolgardie Cue Kalgoorlie Laverton Meekatharra Mt. Ida Norseman Ora Banda Payne's Find Peak Hill Sandstone Warriedar Wiluna Yarri	do.	Rates on application. do. do. do. do.
859/39	do.	K. G. Luke Pty., Ltd.	411A, 1939	Stainless Steel Equipment (Utensils) for Fremantle Hospital :— Items 1 to 11 Items 13 to 24 Items 26 to 32	C.S.D.	do. do. do. do. do. do.
915/39	do.	Atkins (W.A.), Ltd. ...	437A, 1939	Bolts and Nuts, Coach Screws, and Nuts for Various Departments (exclusive of Railways) from 1st January, 1940, to 30th June, 1940	Government Stores	do. do.
918/39	do.	McLean Bros. & Rigg, Ltd.	438A, 1939	Galvanised Iron Sheets, in less than case lots, as required from 1st January, 1940, to 30th June, 1940	do. do.	do. do.
826/39	do.	City Case and Box Factory	450A, 1939	Packing Cases, as required during the year 1940 :— Item 2 Item 3 Item 4	do. do.	11½d. each. 2s. 9d. each. 1s. 7½d. each.
841/39	do.	Various	395A, 1939	Collie Coal, Newcastle Coal, Charcoal and Coke, as required during the year 1940	Various	Rates on application.
842/39	do.	McLean Bros. & Rigg, Ltd.	397A, 1939	Water Bags, as required during the year 1940	Government Stores	do. do.
825/39	do.	Felton, Grimwade & Bickford, Ltd.	396A, 1939	Phenyle, as required during the year 1940	do. do.	do. do.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars	Department concerned.	Rate.
911/39	1939 Dec. 8	F. Instone & Co., Ltd.	436A, 1939	Guttering, Downpipe, Ridgecap, etc., as required during the year 1940, Items 1 to 14 inclusive	Government Stores	List prices, less 5%.
869/39	do.	Pike Bros.	420A, 1939	Groceries for Kalgoorlie District Hospital, as required during the period from 1st December, 1939, to 31st May, 1940	Medical	Rates on application.
869/39	do.	Union Bakery, Ltd. ...	416A, 1939	Bread for Muresk Agricultural College, as required during the year 1940	Agriculture	2½d. per lb., plus freight to Muresk.
802/39	do.	Harris, Scarfe & Sandovers, Ltd.	358A, 1939	Sterilisers for Point Heathcote Reception Home:— Item 1—24in. x 20in. x 20in. Item 2—22in. x 14in. x 13in.	Works and Labour	for £41 19s. for £39 11s.
„	do.	K. G. Luke Pty., Ltd.	„	Combined Pan Washer and Steriliser for Point Heathcote Reception Home, Item 3	do. do.	£54 ls. 6d.
803/39	do.	do. do.	359A, 1939	Combined Pan Washer and Steriliser for Claremont Mental Hospital	do. do.	£54 ls. 6d.
899/39	do.	E. C. Stott & Co., Ltd.	431A, 1939	Second-hand Typewriters, 15 only, assorted and selected	Education	£10 each.
905/39	do.	Percy C. Payne	434A, 1939	Round Jarrah Timber for Bridge on Yeriminup Road, delivered on site:— Item 1—Approx. 1,692 lin. ft. Item 2—Approx. 390 lin. ft. Item 3—Approx. 1,597 lin. ft. Item 4—Approx. 122 lin. ft.	Main Roads	2s. per ft. 2s. per ft. 1s. 8d. per ft. 1s. 8d. per ft.
944/39	do.	John Dunstan & Son (W.A.), Ltd.	457A, 1939	Diorite Screenings for Safety Bay Road:— Item 1—Approx. 330 cub. yds. Item 2—Approx. 190 cub. yds.	do.	21s. 4d. per cub. yd. 21s. 7d. per cub. yd.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1939.			1939.
Oct. 24 ...	364A, 1939 ...	Tarpaulin Canvas, 36in. wide, 16ozs. and 18ozs. per sq. yard, 24,000 yards of each per year for a period of 1, 2, or 3 years	Dec. 21
Oct. 31 ...	406A, 1939 ...	Superheater Elements, 6 sets	Dec. 21
Nov. 30 ...	462A, 1939 ...	50 K.V.A. Outdoor Transformers, 3 only	Dec. 21
Dec. 7 ...	472A, 1939 ...	Tents and Tent Flys, during a period of 12 months	Dec. 21
Dec. 7 ...	484A, 1939 ...	Electric Lighting Plant, comprising Diesel Engine and 3-k.w. 220-v. D.C. Generator	Dec. 21
Dec. 11 ...	486A, 1939 ...	Power-driven Pipe Screwing Machine, complete with Dies to screw ½in. to 4in. Pipes	Dec. 21
Dec. 12 ...	487A, 1939 ...	Equipment for Kalgoorlie School of Mines, comprising Lathes, 2in. Leather Belting, Pulleys, D.C. Electric Motor (5 h.p.), etc.	Dec. 21
Dec. 14 ...	491A, 1939 ...	Cast Iron Special Pipes, Bends, etc.	Dec. 21
Dec. 7 ...	485A, 1939 ...	Firewood for Ora Banda State Battery, 150 cords	1940. Jan. 4
Nov. 21 ...	440A, 1939 ...	Cotton Waste for Engine-cleaning purposes, 50 tons	Jan. 11
Nov. 30 ...	463A, 1939 ...	Best quality Glazed Wall Tiles for Claremont Mental Hospital	Jan. 11
Dec. 14 ...	490A, 1939 ...	Equipment for Technical Schools, comprising Lathes, Grinder, Electric Forge, Blowers, Drilling Machines, Screw Press, etc.	Jan. 11
Dec. 14 ...	488A, 1939 ...	Electric Lamps, during a period of 12 months	Jan. 18
Dec. 7 ...	475A, 1939 ...	<i>For Sale by Tender.</i> Surplus Material, comprising Storage Batteries, Motor Tyres and Tubes, Motor Spares, and one 6 H.P. Petrol Engine, as they now lie at the East Perth Plant Depot, where inspection can be made	1939. Dec. 21

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.

Dated the 14th December, 1939.

E. TINDALE,
Chairman W.A. Government Tender Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Tenders for Butter.

TENDERS close with the Secretary, Tender Board (himself), at 11.15 a.m. on Friday, 22nd December, for the supply and delivery of Butter to Government Institutions and Hospitals during the ensuing period of four weeks.

Forms of Tender and full particulars are available at the Tender Board Office, Murray street, Perth.

By Order of the Board,

E. TINDALE,

Chairman W.A. Government Tender Board.

GREENBUSHES VERMIN BOARD.

PURSUANT to the powers conferred upon it by section 96 of the Vermin Act, 1918, the Greenbushes Vermin Board hereby orders as follows:—

(a) The respective owners and/or occupiers of all holdings within the district of the Board shall commence the work of destroying rabbits on such holdings, and upon roads bounding and intersecting same, not later than 4th January, 1940, and shall continue to carry out the said work for a period of four months commencing from that date.

(b) The means which shall be adopted for carrying out the said work shall be the laying of poison baits on the whole of the said holdings.

(c) Trapping will not be recognised during the above period as an effective means of rabbit destruction; wholesale efficient poisoning is ordered to be carried out.

(d) Any person failing to comply with the requirements of this order will be prosecuted without further notice.

By resolution of the Board,

H. S. BARRYMORE,

Secretary.

4/12/39.

NOTICE is hereby given that Sydney George Guest, of Greenbushes, has been appointed Vermin Inspector for the Greenbushes Vermin District as from 4th December, 1939.

H. S. BARRYMORE,

Secretary.

4/12/39.

Western Australia.

DRIED FRUITS ACT, 1926-1937.

Certificate by Returning Officer of Candidates Elected for Appointment as Members of the Dried Fruits Board. (Regulation 8.)

To the Hon. Minister for Agriculture,

I, THE undersigned, the Secretary of the Dried Fruits Board, hereby certify, as Returning Officer under and in accordance with the Dried Fruits Act Regulations, that at an election duly held on the 11th day of December, 1939, for the election of four representatives of the growers for appointment as members of the Dried Fruits Board, to hold office as such members until the 31st day of December, 1941, the following four candidates were elected, namely:—

Name, Address, and Occupation.

Lewis N. Hashuck, Herne Hill, Dried Fruit Grower.
Leonard, Wm. Ham, Middle Swan, Dried Fruit Grower.

Harry E. Feutrill, Baskerville, Dried Fruit Grower.
George McD. Edgecombe, Upper Swan, Dried Fruit Grower.

Dated the 12th day of December, 1939.

E. H. ROSMAN,

Secretary Dried Fruits Board.

APPOINTMENTS

(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. 24/37.

Perth, 8th December, 1939.

IT is hereby notified, for general information, that Mr. W. A. Petterson has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Swan Registry District, to reside at Midland Junction, during the absence on leave of Mr. A. Lindsey; appointment to date from 4th December, 1939.

R.G. No. 32/38.

IT is hereby notified, for general information, that Mr. F. E. McCaw has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Geraldton Registry District, to reside at Geraldton, during absence on leave of Mr. A. B. Rutherford; appointment to date from 11th December, 1939.

Registrar General's Office,

R.G. No. 75/32.

Perth, 11th December, 1939.

IT is hereby notified, for general information, that Constable R. T. Napier has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Bruce Rock Registry District, to reside at Kondinin, vice Miss I. E. Garrity, resigned; appointment to date from 11th December, 1939.

Registrar General's Office,

R.G. No. 113/33.

Perth, 13th December, 1939.

IT is hereby notified, for general information, that Constable C. Lawson has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to reside at Trayning, during absence on leave of Constable J. W. Patterson; appointment to date from 29th November, 1939.

R. J. LITTLE,

Deputy Registrar General.

Registrar General's Office,

Perth, 13th December, 1939.

IT is hereby notified, for general information, that the names of the undermentioned Ministers have been duly removed from the register in this office of Ministers registered for the celebration of Marriages throughout the State of Western Australia:—

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
	1939.			
		<i>Methodist Church.</i>		
20/37	Dec. 5	The Rev. William Stephen Lewis	Morawa	Irwin
		<i>Church of England.</i>		
32/39	Dec. 7	The Rev. William John Clissold	Margaret River	Sussex
		<i>Church of Christ.</i>		
25/35	Dec. 4	Mr. Barton Manning	Bassendean	Swan
		<i>Baptist Church.</i>		
22/36	Dec. 8	The Rev. Merlyn James Holly	West Leederville	Perth

R. J. LITTLE,
Deputy Registrar General.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 22 of 1938.

Between Amalgamated Engineering Union of Workers, Kalgoorlie Branch, Applicant, and Kalgoorlie Foundry, Ltd.; Shell Co. of Australia, Ltd.; Vacuum Oil Co., Ltd.; Kalgoorlie Electric Tramways, Ltd.; and Others, as per Schedule attached, Respondents.

THE Industrial Board for the Industry of Engineering, in pursuance of the powers and duties conferred upon it by section 107 of the Industrial Arbitration Act, 1912-1935, and in pursuance of a remission to it by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

AWARD.

1.—Term.

The term of this Award shall be one year from the commencement of the first pay period next following the date hereof.

2.—Area.

This Award shall operate over the whole of the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, and Pilbarra Goldfields.

3.—Respondents.

This Award shall apply to all workers employed in the industries carried on by the respondents named in Schedule II. attached hereto following the vocations mentioned herein.

4.—Wages.

The minimum rates of wages payable to adult workers employed in the vocations mentioned in sub-clause (c) hereof, shall be as follow:—

(a) Basic wage £4 16s. 4d. per week.

(b) Industry allowance:—The employer shall pay to his workers during the time they are sent to work on any gold mine in the area covered by this Award a sum equivalent to the industry allowance prescribed by Award, Nos. 2 and 6 of 1934, as amended or replaced from time to time.

(c) Margins: Per Week.

(1) *General Engineering Section.* £ s. d.

(i) Jobbing and Making Division.

Pattern-maker	1	19	0
Electrical fitter	1	10	0
Tradesman	1	10	0
Motor mechanic	1	7	0
First-class machinist	1	10	0
Second-class machinist	1	0	0
Driller and screwer	0	14	0
Pipe fitter	0	16	0
Cold saw operator	0	11	0

(ii) Manufacturing Division.

Patternmaker	1	19	0
Tradesman	1	10	0
First-class machinist	1	10	0
Second-class machinist	1	0	0
Driller and screwer	0	14	0
Process worker	0	8	0
Cold saw operator	0	11	0

(2)—*Electrical Section.*

Electrical fitter	1	10	0
Electrical wireman	1	3	0
Electrical linesman	1	3	0
Motor attendant	0	13	0
Switchboard attendant	0	13	0
Process worker	0	8	0

(3)—*Welding Section.*

First-class welder	1	13	0
Second-class welder	0	14	0
Third-class welder	0	12	0
Fourth-class welder	0	10	0

(4) *Smithing Section.*

Blacksmith	1	10	0
Coppersmith	1	10	0

(d) The minimum rate payable to an apprentice shall be:—

	Percentage of Basic Wage per Week.
First six months	20
Second six months	25
Second year	30
Third year	45
Fourth year	65
Fifth year	85

The wages of apprentices to patternmaking shall be two shillings and sixpence (2s. 6d.) per week in excess of the above.

(e) Casual workers:—Casual workers shall be paid ordinary rates plus ten per cent. (10%).

(f) Leading hand:—Leading hand shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade, but this clause does not apply to the Goldfields Firewood Supply, Limited.

(g) Dirt money:—Workers employed in dirty work or in wet places shall be paid one penny halfpenny (1½d.) extra per hour. In case of a dispute as to whether the work is or is not dirty or wet, it shall be referred to the Inspector of Machinery, whose decision shall be final.

(h) A tradesman (not employed as a first-class welder) who, in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling (1s.) per day, in addition to his prescribed rate of pay whilst so engaged.

A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the higher duties clause of this Award. (See Clause 16.)

5.—District Allowances.

District allowances, so far as applicable to workers governed by this Award, shall be paid in accordance with the provisions contained in Award, Nos. 2 and 6 of 1934, as amended or replaced from time to time.

6.—Hours.

(a) The ordinary working hours shall not exceed forty-four (44) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 6 p.m., from Monday to Friday, inclusive, and four (4) hours between 7 a.m. and 1 p.m. on Saturday: Provided that the said forty-four (44) hours may be worked in five (5) days from Monday to Friday, inclusive, at the option of the employer: Provided further, that in the case of continuous and/or shift work workers the provisions of this subclause shall be deemed to have been complied with, if the ordinary working hours do not exceed eighty-eight (88) hours per fortnight, to be worked in alternate weeks of forty-eight (48) and forty (40) hours respectively, each of such weeks to be worked in shifts of eight (8) hours each, including crib time.

(b) Notwithstanding anything contained in sub-clause (a) hereof, workers employed in motor garages may, in those districts where the half holiday is observed on a Wednesday, be worked between the following hours:—7 a.m. and 6 p.m. Monday, Tuesday, Thursday-Friday, and Saturday; 7 a.m. and 1 p.m. Wednesday.

(c) Lunch hour shall not exceed one hour.

(d) Workers working underground shall work the hours provided in Award Nos. 2 and 6 of 1934, as amended or replaced from time to time, for underground workers.

Should the worker's service underground occupy less than the full underground shift of seven (7) hours twelve (12) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having performed six (6) minutes' additional service in respect of each hour's absence from the surface on duty; and, at the employer's option, this may be adjusted by allowing time off duty corresponding to such credited additional service.

(e) By agreement between an employer and the Union, the hours of work may in his case be worked under a roster, which shall provide for an average of forty-four (44) hours per week, spread over a period of three (3) weeks.

7.—Overtime.

(a) For all work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Repairs to the machinery of the employer which is broken down and has caused a stoppage of operations, shall be paid for at time and a half for Sundays and holidays.

(c) Work done on Sundays or on Christmas Day, Easter Monday, or Labour Day shall be paid at double time. With respect to workers under this Award working more than one shift, any worker whose ordinary rotation shift falls on a Sunday or on any of the above-mentioned holidays may be employed at ordinary time. Any shift worker required to work more than six (6) shifts consecutively shall be paid for the seventh shift at double time.

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

(e) When a worker is required to continue working after the usual knock-off 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 any meal required.

(f) When a worker is required to hold himself in readiness for a call after ordinary hours, he shall be paid at ordinary rates for the time that he holds himself in readiness.

(g) 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.

(h) When computing overtime, any district allowance shall not be computed as an addition to the day's pay.

(i) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked. No worker shall be permitted to work more than twenty-four (24) hours' overtime in any one week: Provided that this subclause shall only apply within a radius of twenty (20) miles from the Kalgoorlie Town Hall, and shall not apply to cases where, after application to the secretary of the applicant Union, extra competent labour is not available: Provided, however, that this subclause shall not apply to those cases where overtime is occasioned by some cause beyond the employer's control.

8.—Holidays.

(a) Each worker shall be entitled to twelve (12) days' annual leave each year 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) The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday the following Monday shall be kept. These days, if not worked, shall not be paid for.

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

9.—Hiring.

(a) Except in the case of casual workers, during the first month of service, a day's notice of intention to terminate the employment shall be given on either side. After completion of one month's service a week's notice of intention to terminate the employment shall be given on either side.

(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 10, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

(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.

10.—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) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the preceding provision, shall not count for the purpose of determining his right to holidays.

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

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

11.—Shifts.

A man working shifts that do not rotate shall be paid for each shift, other than day shift, at the rate of time and a quarter.

12.—Payment of Wages.

(a) The West Australian Goldfields Firewood Supply, Limited, and Kalgoorlie Electric Power and Lighting Corporation:—The present custom as to payment of wages in these undertakings shall be continued.

(b) Other respondents:—All wages shall be paid at least once a fortnight. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work.

13.—Record 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.

All entries shall be made in ink or indelible lead pencil.

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.

14.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, 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.

15.—Supply of Goggles.

Suitable goggles shall be provided by all employers for the personal use of workers when using emery wheels.

Goggles, glasses, and gloves, or other efficient substitutes therefor, shall be available for the personal use of workers engaged in welding.

Failure on the part of any worker to use the goggles and/or glasses and/or gloves provided shall be regarded as wilful misconduct.

Every worker shall sign an acknowledgment on receipt thereof and on leaving employment shall return the same to the employer.

During the time the same are on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

No worker shall lend another worker the goggles, glasses, or gloves or substitutes issued to such first-mentioned worker, and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.

16.—Higher Duties.

A worker engaged for more than two (2) hours in any one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift.

17.—Definitions.

(a) "Motor mechanic" means a worker employed in fitting, turning, making, repairing, altering, assembling, or testing the metal parts of motor cars or any other motor vehicle.

(b) "Electrical fitter" means a worker employed in making, repairing, altering, assembling, testing, winding, or wiring electrical machines, instruments, meters, or other apparatus other than wires leading thereto. The work of an electrical fitter shall not be tested by a worker of a lower grade.

(c) "Electrical wireman" means a worker engaged in installing electric light, meters, bells, or telephones, or running or repairing the wires used for power or heating purposes.

(d) "Electrical linesman" means a worker engaged (with or without labourers assisting) in erecting poles for electrical wires, or erecting wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electrical poles off the ground.

But no linesman shall be allowed to work off the ground on live wires without the assistance of a labourer.

(e) "Motor attendant" means a worker engaged in stopping or starting motors, replacing motor fuses, oiling or cleaning motors, and who shall be engaged exclusively on such work.

(f) "Switchboard attendant" means any worker attending to or in charge of any switchboard, or doing any work necessary for the working of the same, other than repairs or additions.

(g) "Pipe fitter" means any worker laying or repairing pipes other than live steam pipes. All work on live steam pipes shall be tradesman's work.

(h) "Casual hand" means any worker whose services are dispensed with by the employer before he shall have completed six (6) days of his engagement.

(i) "Leading hand" means any tradesman placed in charge of three (3) or more other tradesmen or six (6) other workers.

(j) "Tradesman" means a worker, not being an apprentice who in the course of his employment works from drawings or prints, or makes precision measurements, or applies general trade experience, and includes first-class machinists.

(k) "First-class machinist" means a worker employed as a tradesman who sets up and/or operates any machine.

(l) "Second-class machinist" means a worker, not employed as a tradesman or process worker, who operates any machine set up by a tradesman, or who sets up any work in any machine the setting up of which does not require the knowledge or skill of a tradesman or first-class machinist.

(n) "Process worker" means a worker engaged on repetition work on any automatic, semi-automatic, or single-purpose machine, or any machine fitted with jigs, gauges, or other tools, rendering operations mechanical, or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.

(n) "First-class welder" means a worker using electric arc or acetylene, petrol, or coal gas blow-pipe, on any work other than—

- (i) filling castings; or
- (ii) cutting scrap metal; or
- (iii) welding with the aid of jigs; or
- (iv) operations, specifically mentioned as being the work of a second, third, or fourth-class welder in the definitions of those terms hereunder.

- (o) "Second-class welder" means a worker who—
 - (i) uses any of the foregoing types of welding apparatus in filling castings; or
 - (ii) welds with the aid of a jig; or
 - (iii) operates automatic welding machines for the setting up of which he is not responsible.

(p) "Third-class welder" means a worker who uses any of the foregoing types of welding apparatus in tacking preparatory to the completion of work by any other worker.

(q) "Fourth-class welder" means a worker using an electric spot or butt-welding machine, or cutting scrap with oxy-acetylene blow-pipe, petrol, or coal gas blow-pipe.

(r) "Jobbing and making" means the making in metal of machinery and mechanical apparatus, and of electrical machinery and apparatus, and other metallic articles, and the assembling thereof, and the repairing and maintenance and installation thereof by methods other than those set out in the definition of manufacturing.

(s) "Manufacturing" means the making, in quantities of interchangeable or standardised parts, of machinery and mechanical apparatus and of electrical machinery and apparatus and other metallic articles by specialised processes and the assembling thereof.

18.—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 Award.

(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 in that branch: Provided that the fraction of three (3) shall not be less than one: Provided further, that subject to agreement between the Union and the employer concerned, where an apprentice is in his fifth year of employment, an additional apprentice may be employed.

(c) If the employer with whom the apprentice is employed ceases operations, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be *prima facie* evidence of the wages he is entitled to receive and of the period necessary to complete his apprenticeship.

(d) If the apprentice shall at any time during the said term 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.

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

(f) Apprentices shall be allowed to one of the following trades, namely:—pattermaking, coppersmithing, electrical fitting, blacksmithing, fitting and/or turning, first-class machining, first-class welding, motor mechanics.

19.—Away from Home Allowance.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second-class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid for at ordinary rates, up to a maximum of twelve (12) hours in any twenty-four (24) hour period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

(d) Such workers shall not be entitled, in addition, to receive the district allowance prescribed by clause 5 hereof.

(e) Workers who are engaged at the job shall be entitled to the district allowance provided by clause 5 hereof, for the particular district in which the job is situated and to the prevailing industry allowance referred to in clause 4 (b) hereof if sent to work on a gold mine.

20.—Posting of Award.

The employer shall keep a copy of this Award posted in a conspicuous place in the workshop.

21.—Washing and Sanitary Convenience.

Employers shall provide reasonable washing and sanitary conveniences.

22.—Under-Rate Workers.

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

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

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

23.—Piecework.

(a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The applicants may during the currency of the Award apply to the Court for the correcting or regulation of any piecework rate, time bonus rate, task rate, or any other system of payment by results.

24.—University or School of Mines Students.

Provision may be made by agreement between an employer and University or School of Mines students as to terms and conditions for employment. Any such agreement shall be submitted to the Court for approval within one month after the making thereof. Provided always, that this clause shall only apply in the case of a student who has not completed his course at the University or School of Mines and where such employment is for the purpose of giving him practical experience and/or assisting the student to complete his course of study.

25.—Board of Reference.

(a) The Court appoints, for the purposes of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman, who shall be a person selected by the representatives of the parties, if such may be agreed upon, or, failing such agreement, the Warden or Resident Magistrate, if agreeable and willing to act, and if not, a Government Inspector of Machinery, and two (2) other representatives, one representing the employer and the other a representative of the applicant, appointed for such purpose by the applicant, which may at any time by notification to the employer and the Registrar change such representative.

(b) There shall be assigned to such Board the functions of:—

- (i) deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time.

(c) 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 and form part of this Award (regulation 92).

(d) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

26.—Cadets.

Notwithstanding anything herein contained or implied, a *bona fide* employer shall be permitted to appoint one son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one such cadet at any particular time shall be permitted any employer. Where a cadet is employed in the work of a motor mechanic, he shall, whilst so employed, be counted as an apprentice for the purpose of clause 30 of the Apprenticeship Regulations annexed hereto: Provided that this clause shall not apply to the motor garage industry, unless at least one apprentice is employed by the employer.

In witness whereof this Award has been signed by the chairman of the Industrial Board this 15th day of November, 1939.

(Sgd.) FRANK WALSH,
Chairman.

SCHEDULE I.

Apprenticeship Regulations.

Definitions.

1. (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 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, 1912-1935, 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. 28 (b)).

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)(occu-
pation) (hereinafter called "the Employer") of the
first part.....of
.....born on the.....day
of.....19.... (hereinafter called "the Ap-
prentice") of the second part, and.....
of.....(address)(occu-
pation).....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 him-
self 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 appren-
ticeship, 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 under-
takes, 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 Indus-
trial Arbitration Act, 1912-1935, or any other Act in
force so far as the same shall relate to his apprentice-
ship.

(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 work-
ing 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 Arbi-
tration 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 In-
dustrial 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 em-
ployer and parent (or guardian) giving one month's
notice in writing to the Court and to the parties con-
cerned 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, varia-
tion, 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 here-
unto 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.

SCHEDULE II.

List of Respondents.

- Horsfield & Brackelmann, Salisbury street, South Kal-
goorlie.
H. Davies, 55 Brookman street, Kalgoorlie.
A. Poallichi, 29 Boulder road, Kalgoorlie.
D. Sullivan, Tower street, Leonora.
Sydney Atkinson Motors, Ltd., Hannan street, Kalgoorlie.
W. J. Lawton, Cassidy street, Kalgoorlie.
Kalgoorlie Brewery, Brookman street, Kalgoorlie.
Yilgarn Road Board, Southern Cross.
Prior's Garage, Coolgardie.
Kalgoorlie Electric Tramways, Ltd., Boulder road,
Kalgoorlie.
Fuller & Jeunings, Garage, Norseman.
T. H. Harse, Electrical Engineer, Boulder road, Kal-
goorlie.
J. Hehir, Ford Dealer, Cassidy street, Kalgoorlie.
Wiluna Motor Garage, Wiluna.
E. Dawe, 68 Boulder road, Kalgoorlie.
The Shell Co. of Australia, Ltd., Kalgoorlie.

The Kalgoorlie Foundry, Ltd., Boulder road, Kalgoorlie.
 Kalgoorlie Electric Power and Lighting Corporation,
 Boulder road, Kalgoorlie.
 The West Australian Goldfields Firewood Supply, Ltd.,
 Lakewood.
 L. E. Taplin, Motor Garage, Port Hedland.

INDUSTRIAL AGREEMENT.

(No. 22 of 1939.)

(Registered 24/11/39.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this fourteenth day of November, one thousand nine hundred and thirty-nine, between the Minister for Public Health for the State of Western Australia (acting as agent for and on behalf of the Boards of the various hospitals more particularly described in the schedule hereto and hereinafter referred to as the "Employer"), of the one part, and the Hospital Employees' Industrial Union of Workers, W.A. (Coastal Branch) (hereinafter referred to as the "Union"), of the other part: witnesseth that, for the consideration hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Interpretation.

In this Agreement "employer," except where otherwise provided, means the Board of any of the hospitals more particularly described in the schedule hereto, and the Board of any other hospital where the daily average of occupied beds becomes nine or over.

2.—Area.

This Agreement shall apply to all hospitals under the control of Boards outside the metropolitan area and the following registered goldfields:—Mt. Margaret Goldfield, Broad Arrow Goldfield, North Coolgardie Goldfield, North-East Coolgardie Goldfield, East Coolgardie Goldfield, Coolgardie Goldfield, Yilgarn Goldfield, and Dundas Goldfield, where the daily average of occupied beds is nine or over.

The daily average beds occupied will be calculated on the actual in-patient days only; out-patients and babies will not be included.

3.—Term.

This Agreement shall be for a period of one year from the 1st November, 1939, and until retired from by either party.

4.—Hours of Duty.

(a) Laundry workers:—Forty-four hours shall constitute a week's work and shall be worked on not more than 5½ days and not more than nine hours per day.

(b) All other workers:—Forty-four hours shall constitute a week's work and shall be worked on any six days of the week: Provided that eighty-eight hours may be worked in eleven days each fortnight, at the option of the employer.

5.—Overtime.

(a) All workers:—All time worked in any day in excess of the time for which the worker is rostered shall be regarded as overtime and paid for at the rate of time and a half for the first two hours and thereafter double time: Provided that if the overtime is occasioned through the failure of another worker to report for duty, equivalent time off duty may be granted in lieu of paying for overtime.

(b) Workers required to work on the day on which they are rostered off duty shall be paid at the rate of double time for time worked or be paid at ordinary rates and allowed equivalent time off.

6.—Rosters.

Weekly rosters shall be kept posted in a convenient place, setting out the hours of starting and finishing, and the duties of each worker thereon, together with the day each worker is booked off duty. Such roster shall be drawn up in such a manner as to show the hours of each worker forty-eight hours preceding the date the roster commences, and may only be altered on account of sickness or the absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

7.—Time Book.

(a) A time book to be open for inspection by the representative of the Union at any reasonable time, shall be provided. Each worker must record in such book the

exact time he or she starts and finishes duty on each day and also the time booked off for meals or breaks in shift.

(b) The wages sheets shall upon reasonable notice being given, be open to inspection by the Union secretary at the office of the employer during ordinary office hours.

8.—Holidays.

(a) The following days shall be observed as holidays, namely:—New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, Labour Day, Christmas Day, and Boxing Day. Any worker required to work on any of the foregoing days shall be paid at the rate of double time, or shall have one day added to their annual holiday for each day so worked, at the option of the employer.

(b) A holiday of two weeks on full pay, without any deductions being made for board and lodging, shall be granted to each worker on completion of each year of service. A worker not completing one year of service shall be granted pay in lieu of holiday in proportion to the length of his or her service. Provided always, that if a worker be dismissed for misconduct or any offence, no payment for annual leave or holidays will be granted for any period subsequent to the date of the offence.

9.—Sick Leave.

(a) Sick leave with pay may be granted on the following scale, on the production of an adequate medical certificate, or, in regard to leave not exceeding two (2) days, other evidence satisfactory to the officer in charge:

(i) Under three (3) years' service—one and one quarter (1¼) days for each calendar month of continuous service with hospitals under this Award: Provided that payment hereunder may be adjusted at the end of each calendar year or at the time the employee leaves the service of the employer, in the event of the employee being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(ii) Over three (3) years' service—two (2) months on full pay.

The employee must furnish proof of continuous service.

(b) Sick leave may be granted in one or more periods, but the aggregate amount of leave on pay shall not in any one triennial period exceed the time provided for in the foregoing scale.

(c) A "triennial period" shall be three (3) years preceding the date of application.

(d) Sick leave with pay will not be granted when the illness is due to the worker's misconduct.

10.—Wages.

(1) Basic wage:—

	£	s.	d.
Males:			
South-West Land Division	4	3	1
Other portions of the State excluding the metropolitan area	4	16	4
Females:			
South-West Land Division	2	4	10
Other portions of the State, excluding the metropolitan area	2	12	0

Margin
per week
over Basic
Wage.

	£	s.	d.
Males:			
Orderlies (first year of service) ..	Nil		
Orderlies (after one year of service)	0	5	0

Junior Males:

Under 18 years of age—65 per cent. of male basic wage.
 18 to 19 years of age—75 per cent. of male basic wage.
 19 to 20 years of age—85 per cent. of male basic wage.
 20 to 21 years of age—95 per cent. of male basic wage.

The proportion shall be one junior to one adult male worker.

10.—Wages—*continued.*

	Margin per week over Basic Wage.	
	£	s. d.
Females:		
Cook in hospitals with a daily average of occupied beds of 30 and over ..	1	11 2
Cook in hospitals with a daily average of occupied beds of 15 and under 30 ..	1	5 2
All other cooks	1	0 0

Laundresses:

In hospitals with a daily average of occupied beds, nine and under 30 ..	0	17 2
In hospitals with a daily average of occupied beds, thirty and over ..	1	3 2
All other female workers	0	10 9

The daily average of occupied beds shall be based on the previous six months' figures.

Junior Female Workers (with full board and lodging):—

Under 17 years of age—45 per cent. of female cash rate.
17 and 18 years of age—60 per cent. of female cash rate.
19 and 20 years of age—75 per cent. of female cash rate.

District allowance, as specified herein, shall be paid to employees stationed at:—Sandstone, Mt. Magnet, Meekatharra, Cue, Wiluna, Reedy and Yonambi 3s. 10d.

(2) Deductions.—Where adult workers and junior males receive board and lodgings, a deduction of an amount equal to 52 per cent. of the female basic wage, and where lodging is only received, a deduction of 17½ per cent. of the female basic wage shall be made from the specified weekly wage. Where workers receive part board and no lodgings, a deduction of 9d. per each meal shall be made in the South-West Land Division and 10d. for each meal in other portions of the State.

(3) Allowances.—Where junior female workers are required to live away from the hospital an allowance on the same scale as the deductions shown in the foregoing subclause shall be made in lieu of lodgings and/or any portion of the board not partaken of by the workers.

11.—Payment of Wages.

Wages shall be paid fortnightly, and overtime, if any, shall be paid at least monthly.

12.—Accommodation.

Reasonable accommodation shall be provided for all staff living in and suitable dressing rooms for the staff living out.

13.—Uniforms.

(a) All uniforms, i.e., uniformity in dress, shall be supplied free of cost to all workers required to wear them. Aprons shall be provided for all female workers.

(b) Suitable clothing shall be available for men on "dirty work."

(c) Boots shall be available for wash-house women.

14.—Casual Workers.

All persons engaged for a period of less than six days in any one week shall be paid at the rate of ten per cent. in addition to the rates hereinbefore prescribed, with a minimum engagement of one day: Provided that this shall not apply in the case of a worker summarily dismissed for misconduct.

15.—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 in writing between the Union and the employer, and, in default of such agreement within twenty-four (24) hours after such worker shall have applied in writing to the secretary of the Union stating his desire that such wage shall be agreed upon, such wages as shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker after twenty-four (24) hours' notice in writing 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 for the period of six (6) calendar months from the date thereof and after the expiration of the said period until the wage shall have again been 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.

16.—No Reduction.

Provided that nothing contained in this Agreement shall operate to reduce the wage of any worker who at the date of this Agreement is being paid a higher rate than the minimum prescribed for his or her class of work.

17.—General Clauses.

(a) No female worker shall ordinarily be called upon to clean men's lavatories in or about any institution.

(b) A worker required to take a day off duty not already shown on the roster for such day must be so informed before booking off on the day previous.

(c) All washing forming part of a uniform shall be laundered free of cost to the worker.

(d) Space shall be provided in the workers' dining room for the purpose of posting Union notices.

(e) A worker who is required to do work which carries a higher rate in this Agreement than that which such worker usually performs shall be entitled to the higher rate while so employed.

(f) Whenever possible, when a worker is entitled to annual leave under this Agreement, such worker shall be given at least two weeks' notice of the date when such leave is to commence, and such leave shall be for an unbroken period.

(g) A copy of this Agreement shall be posted in a conspicuous position by the Officer in Charge of each institution.

(h) Overtime rates shall be calculated and based on the aggregate wage, i.e., the amount paid in cash plus the value of board and/or lodgings. The District Allowance shall not be included for the purpose of such calculation.

(i) If a worker's day off falls on a day prescribed by this Agreement as a holiday, such worker shall be allowed another day in lieu thereof.

(j) Letter racks shall be provided in the dining rooms for male and female workers.

(k) All workers covered by this Agreement shall, within fourteen days of commencing work, become members of the Hospital Employees' Union.

18.—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 (2) other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (ii) classifying and fixing wages, rates, and conditions for any occupation or calling not specifically mentioned in the Award;
- (iii) deciding any other matter that the Court may refer to such Board from time to time;
- (iv) 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 this Award.

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

(Sgd.) A. H. PANTON,
Minister for Public Health.

Witness: (Sgd.) H. Pinkus.

Signed by and on behalf of the Hospital Employees' Industrial Union of Workers, W.A. (Coastal Branch).

(Sgd.) F. COPELIN,
President.

(L.S.)

(Sgd.) L. G. SEVERN,
Secretary.

Witness: (Sgd.) F. Stahl.

SCHEDULE REFERRED TO.

Place.	Name of Hospital.	Country.
Beverley	Beverley Hospital.	
Boypup Brook	Upper Blackwood Soldiers' Memorial Hospital.	
Bridgetown	Bridgetown Hospital.	
Brookton	Brookton Hospital.	
Bruce Rock	Bruce Rock War Memorial Hospital.	
Corrigin	Corrigin District Hospital.	
Cue	Cue District Hospital.	
Cunderdin	Cunderdin Hospital.	
Dalwallinu	Dalwallinu District Hospital.	
Dowerin	Dowerin Hospital.	
Dwellingup	Dwellingup Hospital.	
Dumbleyung	Dumbleyung District Memorial Hospital.	
Eperance	Esperance and District Hospital.	
Geraldton	Geraldton Maternity Hospital.	
Goomalling	Goomalling and District Hospital.	
Greenbushes	Greenbushes Hospital.	
Gnowangerup	Gnowangerup Hospital.	
Harvey	Harvey District Hospital.	
Jarrahdale	Jarrahdale District Hospital.	
Kellerberrin	Eastern Districts Memorial Hospital.	
Kojonup	Kojonup District Hospital.	
Kukerin	Kukerin Hospital.	
Koorda	Koorda and Districts Centennial Hospital.	
Kondinin	Kondinin District Hospital.	
Kununoppin	Kununoppin District Hospital.	
Lake Grace	Lake Grace Hospital.	
Manjimup	Warren Hospital.	
Meekeatharra	Meekeatharra District Hospital.	
Mornington	Mornington District Hospital.	
Moora	Moora District Hospital.	
Mt. Barker	Plantagenet Hospital.	
Mt. Magnet	Mt. Magnet Hospital.	
Morawa	Morawa Hospital.	
Meckering	Meckering Hospital.	
Mullewa	Mullewa District Hospital.	
Narembeen	Narembeen Memorial Hospital.	
Nannup	Nannup District Hospital.	
Northampton	Northampton Hospital.	
Pemberton	Pemberton District Hospital.	
Pinjarra	Murray District Hospital.	
Pingelly	Pingelly District Hospital.	
Quairading	Quairading District Hospital.	
Reedy	Reedy District Hospital.	
Sandstone	Black Range District Hospital.	
Tambellup	Tambellup Hospital.	
Three Springs	North Midlands District Hospital.	
Toodyay	Toodyay Hospital.	
Wickepin	Wickepin District Memorial Hospital.	
Williams	Williams Hospital.	
Wiluna	Wiluna Hospital.	
Wyalkatchem	Wyalkatchem District Hospital.	
Wongan Hills	Wongan Hills Hospital.	
Yarloop	Yarloop District Hospital.	
Yonambi	Yonambi District Hospital.	

INDUSTRIAL AGREEMENT.

No. 23 of 1939.

(Registered 29/11/1939.)

Dock, Rivers and Harbour Workers.

(Patrolmen, Fremantle Harbour Trust).

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this Twenty-fourth day of November, 1939, between the Commissioners of the

Fremantle Harbour Trust (hereinafter called the employers), of the one part, and the Coastal Dock, Rivers, and Harbour Works Union of Workers (hereinafter called the employees), of the other part, witnesseth as follows:—

1. That Part A of Clause 8—Sickness and Accident—of Industrial Agreement No. 6 of 1934, be deleted and the following inserted in lieu thereof—

- A. (1) An employee who is incapacitated through sickness or injury, other than that arising out of or in the course of his employment, may be granted sick leave with pay for a period of, or periods not exceeding in the aggregate, four weeks in any year, upon production, within 48 hours of the commencement of any such period of absence, of a medical certificate showing the nature of the illness and the probable duration.
- (2) Where such incapacity arises through the wilful act or misconduct of the employee, or a medical certificate is not furnished as required, or where the employee has already had sick leave with pay for a period of or periods aggregating four weeks during that year, the employee shall not be entitled to any pay for the period he is absent from duty.
- (3) Upon the period or periods of absence exceeding four weeks in the case of paragraph (1) hereof, or upon the happening or occurrence of any of the events specified in paragraph (2) hereof, immediately such absence commences, or such event happens or occurs, the contract of service shall be deemed to have been terminated without requiring further notice by the employers, who shall thereby be relieved of any further obligation to the employee; provided that any such period of incapacity may at the discretion of the employers be regarded as leave without pay.

2. This Agreement shall be read and construed in conjunction with Industrial Agreement No. 6 of 1934, dated the 14th day of June, 1934.

Signed and sealed for and on behalf of the Fremantle Harbour Trust Commissioners in the presence of

(Sgd.) TOM CARTER,
Chairman.

(Sgd.) R. J. Cox,
Witness.

(Sgd.) L. L. BATEMAN,
Commissioner.

Signed and sealed for and on behalf of the Coastal Dock, Rivers, and Harbour Works Union of Workers, Fremantle, in the presence of

(Sgd.) P. J. STAPLETON,
President.

(Sgd.) W. GLASSON,
Secretary.

(Sgd.) J. G. Holland,
Witness.

INDUSTRIAL AGREEMENT.

No. 24 of 1939.

Dock, Rivers and Harbour Workers.

(Mooring Gang, Fremantle Harbour Trust).

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this Twenty-fourth day of November, 1939, between the Commissioners of the Fremantle Harbour Trust (hereinafter called the employers), of the one part, and the Coastal Dock, Rivers, and Harbour Works Union of Workers (hereinafter called the employees), of the other part, witnesseth as follows:—

1. That Part A of Clause 8—Sickness and Accident—of Industrial Agreement No. 5 of 1934 be deleted, and the following inserted in lieu thereof—

- A. (1) A regular employee who is incapacitated through sickness or injury, other than that arising out of or in the course of his employment, may be

granted sick leave with pay for a period of, or periods not exceeding in the aggregate, four weeks in any year, upon production, within 48 hours of the commencement of any such period of absence, of a medical certificate showing the nature of the illness and the probable duration.

- (2) Where such incapacity arises through the wilful act or misconduct of the employee, or a medical certificate is not furnished as required, or where the employee has already had sick leave with pay for a period of or periods aggregating four weeks during that year, the employee shall not be entitled to any pay for the period he is absent from duty.
- (3) Upon the period or periods of absence exceeding four weeks in the case of paragraph (1) hereof, or upon the happening or occurrence of any of the events specified in paragraph (2) hereof, immediately such absence commences or such event happens or occurs, the contract of service shall be deemed to have been terminated without requiring further notice by the employers, who shall thereby be relieved of any further obligation to the employee; provided that any such period of incapacity may at the discretion of the employers be regarded as leave without pay.

2. This Agreement shall be read and construed in conjunction with Industrial Agreement No. 5 of 1934, dated the 14th day of June, 1934.

Signed and sealed for and on behalf of the Fremantle Harbour Trust Commissioners in the presence of—

(Sgd.) TOM CARTER,
Chairman.

(Sgd.) R. J. Cox, (Sgd.) L. L. BATEMAN,
Witness. Commissioner.

Signed and sealed for and on behalf of the Coastal Dock, Rivers, and Harbour Works Union of Workers, Fremantle, in the presence of—

(Sgd.) P. J. STAPLETON,
President.

(Sgd.) J. G. Holland, (Sgd.) W. GLASSON,
Witness. Secretary.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 2 of 1939.

Between Collie District Deputies Union of Workers, Applicant, and Amalgamated Collieries of W.A., Limited, and Griffin Coal Mining Company, Limited, Respondents.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the industrial dispute between the abovementioned parties:—

AWARD.

1.—Definition.

For the purpose of this Award the term "deputy" shall mean a person in charge of a section or district in a mine, a person in charge of men or boys on any special operations such as haulage, or a person in charge of special work such as development or special maintenance.

2.—Term.

The term of this Award shall be three (3) years from the beginning of the first pay period next following the date hereof.

3.—Area.

This Award shall operate over the South-West Land Division of the State of Western Australia.

4.—Duties.

The duties of a deputy shall be to observe the lawful directions given to him by the manager and to have regard at all times to the interests of the employer. The employer shall at all times endeavour to avoid the work

of deputies encroaching on that of members of other Unions, but this shall not be deemed in any way to restrict the deputy from performing any class of work in an emergency, or from performing any class of work to complete his shift, when the purpose for which he was called on has been completed.

5.—Directions of Working Places.

Where the deputy is responsible for the direction of working places, the employer shall keep sight pins within a distance of one hundred and fifty (150) links from the working face, but where such sight pins are not within a distance of one hundred and fifty (150) links from the working face, the deputy shall nevertheless take all precautions in the directions of such working place.

6.—Hours of Work.

(a) The hours of employment shall be seven (7) hours bank-to-bank. Should a deputy be required to commence his shift at any time within the hours of 6 p.m. to 6 a.m., he shall be regarded as working night shift and compensated for accordingly for the whole shift.

(b) In the event of the hours of work prescribed for members of The Coal Miners' Industrial Union of Workers of Western Australia, Collie, being altered at any time, this clause shall be subject to revision by the Court.

7.—Rate of Pay.

(a) The rate of pay to deputies employed under this Award is based upon the basic wage now current, namely, £4 3s. 1d. per week, being a minimum of thirteen shillings and tenpence (13s. 10d.) per shift, with a margin of eight shillings and sixpence (8s. 6d.) per shift added thereto, making a total of one pound two shillings and fourpence (£1 2s. 4d.) per shift of seven (7) hours.

(b) Deputies employed on afternoon or midnight shift shall be paid the following additional amount per shift:—

	s.	d.
For afternoon shift	1	0
For midnight shift	1	6

(c) Deputies holding a St. John's First-Aid Certificate shall be paid threepence (3d.) per day in addition to their ordinary rate.

(d) If a deputy is compelled to work in water, or if water drips on him in sufficient quantity to inconvenience him in his work, he shall be paid one shilling and ninepence (1s. 9d.) per shift extra. Should any dispute arise hereunder, it shall be referred to the Board of Reference for decision.

8.—Afternoon and Night Shift.

Where it is necessary to work deputies on day, afternoon and night shift such day, afternoon, and night shift shall be taken in rotation by the deputies engaged at the particular mine, except in cases where a deputy is engaged for a particular purpose, and in cases where the nature of the work performed renders it impossible for the manager to arrange for the shifts to be taken in rotation.

9.—Reduction of Hands.

(a) In the event of a reduction of hands in a mine the last deputy employed shall be the first to be dismissed but this provision shall not apply if it is necessary to discharge a deputy for gross misconduct or refusal to obey lawful orders.

(b) If a deputy has been taken from some other class of work to perform the duties of a deputy, his length of service for the purpose of determining seniority shall be deemed to date from the last time he signed on at the mine during his current period of employment.

10.—Incapacitated Workers.

In the event of a deputy being so incapacitated by accident, illness, or old age as to be unable to adequately perform his duties, he may be allowed to perform any work which the manager may be able to provide for him, and his rate of pay shall be fixed by mutual agreement between the manager, the Union, and himself. In the event of agreement on the rate of pay not being arrived at, the matter shall be referred for settlement under clause 21 hereof.

11.—Light.

The employer shall supply all underground deputies with sufficient carbide to provide them with artificial light on each shift they work. The deputy shall provide

his own lamp, but where a second lamp is required for the purpose of putting up sights, it shall be supplied by the company.

12.—Overtime.

(a) Overtime shall only be worked when it is absolutely necessary. For all time worked in excess of that prescribed by clause 6 hereof the following rates shall apply—during the first five (5) hours, at the rate of time and a half; for all time beyond the twelfth (12th) hour, or on Sundays and holidays as defined in clause 13 hereof, double ordinary time.

(b) If a deputy, working on day shift, without having received notice on the previous day, is continued in his work after 6 p.m. on Mondays to Fridays, inclusive, or after 4 p.m. on "Pay" Saturdays and "Back" Saturdays, he shall be supplied with a meal. Similar conditions shall apply to a deputy working on afternoon or night shift whose working hours are prolonged to the same extent.

(c) A deputy who is called upon to work on Sundays or holidays shall be paid a minimum of three (3) hours' work.

(d) The provisions of this clause shall not apply to deputies required to work on actually necessitous occasions caused by loss of human life.

(e) In the case of outbreak of fire, time and a quarter shall be paid.

13.—Holidays.

(a) The following days shall be considered as holidays without pay—New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, Foundation Day (January).

(b) Each deputy shall be entitled to twelve (12) days' annual leave each year on full pay: Provided always, that such holiday shall be taken at a time to suit the mutual convenience of the employer and the deputy, or be arranged between the employer and the Union.

(c) When the employment of a worker entitled to holidays under this clause is terminated during the course of a year, his employer shall pay him one day's wages for each completed month of service in lieu of holidays.

(d) Any time in respect of which a worker is absent from work exceeding one week shall not count for the purpose of determining his right to holidays, except the employer agrees that it should be counted.

14.—Absence Through 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 (*i.e.*, one week's pay) for 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.

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

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

(b) In the event of a national insurance scheme coming into operation, liberty to apply for a review of the provisions of this clause is reserved to any employer bound by this Award.

15.—Pay Saturday.

The general custom of observing Pay Saturday as a holiday shall be the rule under this Award; provided always that the deputy shall if required by the manager, work on that day. In the case of an underground deputy working on Pay Saturday, five (5) hours bank-to-bank shall be equivalent to the full shift and shall be paid for accordingly, and, in the case of a surface deputy, five and a half (5½) hours shall be equivalent to and paid for as a full shift.

16.—Absence from Work on Union Business.

Should it be necessary for an official of the Union to be absent from work on Union business, the manager shall grant him leave of absence, but it shall be incumbent upon such official to give the manager as much notice as possible of his intended absence.

17.—Deductions from Wages.

The employer may deduct from the deputy's wages the amounts agreed upon on account of contributions for medical benefits, contributions to the Accident Relief Fund and Aged and Infirm Coal Miners' Superannuation Fund, and any other contributions agreed to by both parties.

18.—Higher and Lower Duties.

In the event of a deputy being called upon to work temporarily in any one day in a lower grade of work, he shall suffer no reduction in his wages, but if a deputy is permanently transferred from his work as a deputy during the currency of the pay fortnight, he shall be paid the rate for the class of work to which he is transferred from the date of such transference.

19.—Members of Union.

All persons engaged by the employer as deputies shall make application to become members of the Union within three (3) months of their engagement, and the Union shall accept them as members: Provided they are persons of good character and tender the entrance fees and subscriptions in accordance with the rules of the Union.

20.—Deputies' Seniority.

Any worker on being appointed by the employer as a deputy, shall retain his seniority within the meaning of the existing Award governing The Coal Miners' Industrial Union of Workers of Western Australia, Collie, in the grade of work in which he was employed at the mine at the time of his appointment as a deputy.

21.—Board of Reference.

In the event of any dispute arising in relation to any matter under this Award failing a settlement between the manager and the Union either party may refer the dispute to a Board of Reference consisting of the mine manager (representing the employer) and the secretary of the Union, with the Inspector of Mines as chairman: Provided always, that the Board of Reference shall not have power to alter or amend any portion of this Award, nor to impose any new conditions, nor shall this provision take away the right of either party to apply to the Court for an interpretation or enforcement of the Award or any part thereof. There shall be no cessation of work pending a settlement of the dispute. Should either party be dissatisfied with the decision of the Board of Reference, they may appeal within seven (7) days to the Court of Arbitration against such decision.

22.—Time Book.

There shall be provided for each deputy a time book, in which he shall enter the actual time at which he started his shift and the actual time he completed his shift. This time book may be entered and completed by the deputy during his working hours and subsequently handed in at the Mine Office.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this 20th day of November, 1939.

[L.S.]

WALTER DWYER,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 543 of 1939.

Between Master Builders' Association of Western Australia (Union of Employers), Perth, Applicant, and Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers, Respondent.

WHEREAS Award No. 13 of 1938, between the above-named parties, delivered on the 14th day of October, 1938, provided, *inter alia* that a Board, to be called the "Advisory Committee," may be appointed by the Court to advise in regard to any apprenticeship matter: And

whereas the Award further provided that the Advisory Committee shall have such powers and duties as the Court in each case may determine: And whereas on the 12th day of October, 1939, the Court, in pursuance of the said Award, appointed the Advisory Committee as aforesaid: And whereas the parties to the Award have requested the Court to add to the powers already conferred upon the said Committee that of the transfer of apprentices: Now, therefore, the Court of Arbitration, acting in pursuance of the said Award and all other powers and authorities vested in it by the Industrial Arbitration Act, 1912-1935, hereby orders and declares as follows:—

That the said Committee shall have the power and authority to deal with all matters relating to the transfer of apprentices; such powers and authority to be co-extensive with but without prejudice to the power and authority vested in the Court in respect of the same subject-matter under and in pursuance of the said Award.

Dated at Perth this 23rd day of November, 1939.

By the Court,

(Sgd.) WALTER DWYER,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 261 of 1939.

In the matter of Award No. 13 of 1931, dated the 16th day of July, 1936, between the Westralian Brickyard, Pottery, Porcelain, and Roof Tile Fixers Employees' Union of Workers, Perth (applicant), and The Metropolitan Brick Company, Limited, and others (respondents), and in the matter of an Application by The Metropolitan Brick Company, Limited, for an interpretation of clause 7 of the said Award under section 88 of the Industrial Arbitration Act, 1912-1935.

UPON hearing Mr. G. D. Browne, on behalf of the applicant Company, and Mr. P. W. Hughes, on behalf of the Westralian Brickyard, Pottery, Porcelain, and Roof Tile Fixers' Employees' Union of Workers, Perth, the Court, being of the opinion that, according to the intention of the abovementioned Award, where a worker has had more than one year's service with his employer, paragraph (c) of clause 7 applies not only to the adjustment of holiday pay for the first year of service but for each subsequent year of service, hereby orders and directs, pursuant to section 88 of the abovementioned Act, that for the purpose of remedying any defect therein and giving proper and fuller expression to the Award according to the intention of the Court, the said clause be and the same is hereby amended as follows:—

Clause 7—Holidays:

Delete subclause (c) and insert in lieu thereof the following:—

(c) A worker whose employment has continued for more than one week shall be entitled each year to holiday pay in proportion to his length of service in each year.

Dated at Perth this 21st day of July, 1939.

By the Court,

[L.S.] (Sgd.) A. A. WOLFF,
Deputy President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 544 of 1939.

Between Master Painters, Decorators, and Signwriters Association of Western Australia Industrial Union of Employers, Perth, Applicant, and The Operative Painters and Decorators' Industrial Union of Workers, Perth, Respondent.

WHEREAS Award No. 19 of 1938 between the abovementioned parties delivered on the 14th day of October, 1938, provided, *inter alia*, that a Board, to be called the "Advisory Committee," may be appointed by the Court to advise in regard to any apprenticeship matter: And whereas the said Award further provided that such committee should consist of the following:—

- (a) some person appointed by the Court, who shall act as chairman;
- (b) two (2) representatives appointed by the employers;

- (c) two (2) representatives appointed by the industrial union or unions of workers in the trade;

And whereas the Award further provided that the Advisory Committee shall have such powers and duties as the Court in each case may determine: And whereas on the 23rd day of November, 1939, the Court, in pursuance of the said Award, appointed, as such Advisory Committee as aforesaid the following:—William Somerville, Esq. (chairman); J. W. Nichols, Esq., and A. H. Wasley, Esq. (Employers' Representatives); H. Carpenter, Esq., and J. G. White, Esq. (Workers Representatives).

And whereas the parties have requested the Court to define the powers and duties of the said Committee: Now, therefore, the Court of Arbitration, acting in pursuance of the said Award and all other powers and authorities vested in it by the Industrial Arbitration Act, 1912-1935, hereby orders and declares as follows:—

That the said Committee shall have the following powers and duties without limiting the powers and duties that at any time hereafter may be conferred:—

1. Where in any case the employer is unable to provide work for his apprentice or to employ him for his full time through slackness of work or other good cause, application may be made by the employer to the Committee—
 - (a) to suspend the apprenticeship; or
 - (b) to employ the apprentice for such lesser period per week or per month and at such remuneration as the Committee may determine, being not less than the proportionate amount of the rate of wages prescribed by the Award.
2. (a) If the suspension is for a period of less than six (6) months the Committee may, on application, extend the period but not to exceed in all six (6) months.
 - (b) If at the end of six (6) months the employer is still unable to fulfil his contract of apprenticeship the Committee may—
 - (i) extend the suspension for a further period of three (3) months but no longer;
 - (ii) call upon the employer to again observe the terms of apprenticeship as from the date of expiration of the suspension order.
3. The Committee may, in its discretion, for any cause, which it may deem sufficient, on the application of any party to the apprenticeship agreement, advise the Court to abrogate or cancel the agreement, either unconditionally or subject to such terms and conditions as it may deem advisable.
4. The said Committee shall have the power and authority to deal with all matters relating to the transfer of apprentices; such powers and authority to be co-extensive with but without prejudice to the power and authority vested in the Court in respect of the same subject-matter under and in pursuance of the said Award.
5. To advise the Court generally in all matters concerning apprentices.

Dated at Perth this 23rd day of November, 1939.

By the Court,

(Sgd.) WALTER DWYER,
President.

CASH ORDERS LOST.

Agricultural Bank,
Perth, 6th December, 1939.

THE undermentioned Cash Orders drawn by the Agricultural Bank have been lost and payment has been stopped; it is proposed to issue fresh Cash Orders in lieu thereof:—

C.O. No. 15733; value £11 19s.; Watts, F. S. D.; 25/9/39; Narrogin.

C.O. No. 5302; £27 0s. 4d.; Ford, M. W. and Son; 2/10/39; Northam.

C.O. No. 1712; £17 3s. 7d.; Richards, H.; 14/3/39; Northam.

C. ABEY,
General Manager.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Marble Bar, 14th November, 1939.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the under-mentioned mining tenement, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) H. G. DICKS,
Warden.

To be held at the Warden's Court, Marble Bar, on
Wednesday, the 27th day of December, 1939.

PILBARA GOLDFIELD.

Marble Bar District.

Nature of Holding, No. of Area, Name of Registered
Holder, Address, Reason for Resumption.

Mineral Claim.

125—Alexander Miller Fenton c/o Robinson, Cox,
McDonald, and Louch, Solicitors, 20 Howard
street, Perth; non-payment of rent and no
Miner's Right.

THE COMPANIES ACT, 1893.

NOTICE is hereby given that Waratah Gold Mines, No
Liability, intends, at the expiration of three months, to
cease to carry on business in the State of Western Aus-
tralia.

Dated the 27th day of November, 1939.

JOHN E. ROE,
of 19 Howard street, Perth, Solicitor, Agent
for Messrs. Vaughan & Litchfield, of 55
King William street, Adelaide, Solicitors
for the said Company.

THE COMPANIES ACT, 1893-1938.

The Colonial Sugar Refining Company, Limited.

NOTICE is hereby given that the Registered Office in
Western Australia of the abovenamed Company is now
situate at 18 William street.

Dated the 5th day of December, 1939.

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

THE ASSOCIATIONS INCORPORATION ACT, 1895.

WE, Charles Horne Wittenoom, of Middleton Beach,
Albany, Pastoralist, Francis Marcus Reedy, of Aber-
deen street, Albany, Teacher, and Percy John Henry
Davey, of Melville street, Albany, Agent, the Trustees
of The Albany Golf Club, do hereby give notice that we
are desirous that such Association should be incor-
porated under the provisions of the Associations Incor-
poration Act, 1895.

Dated this 4th day of December, 1939.

(Sgd.) C. H. WITTENOOM.

(Sgd.) F. M. REEDY.

(Sgd.) P. J. H. DAVEY.

G. D. WHITE.

The following is a copy of a Memorial intended to
be filed in the Supreme Court under the provisions of
the said Act:—

1. Name of the Institution:—The Albany Golf Club.
2. Objects of the Institution:—1. (A): (a) to pro-
mote the game of golf and to encourage social inter-
course between the members of the club; (b) to estab-
lish and conduct a Golf Club for the members of the

Club and their friends; (c) to acquire by purchase,
lease, or otherwise, golf links and grounds at Albany
or elsewhere, and to lay out, extend, take over, prepare,
and maintain the same for golf or other athletic sports
or pastimes, and to maintain, extend, build, or other-
wise provide a club-house, sheds, and other conveniences
in connection therewith, and to permit the same to be
used by members and employees of the Club, either
gratuitously or for payment; (d) to buy, supply, sell,
and deal in all kinds of liquors, provisions, and refresh-
ments required or used by the members or other per-
sons frequenting the premises of the Club; (e) to bor-
row or raise and give security for money by the issue
of or upon bonds, debentures, bills of exchange, promi-
sory notes, or other obligations or securities of the
Club, or by mortgage or charge upon all or any part of
the property of the Club; (f) to do all such other lawful
things as are incidental or conducive to the attainment
of the above objects or any of them, subject neverthe-
less to the restriction in each case that the transactions
of the Club shall not be made or carried on for the
purpose of securing pecuniary profit to the members of
the club.

3. Where situated:—Albany.

4. Names of Trustees:—Charles Horne Wittenoom,
Francis Marcus Reedy, Percy John Henry Davey.

5. In whom Management of the Institution is vested
and by what means:—In a Committee of nine persons,
consisting of President, Vice-President, Captain, Hono-
rary Secretary, Honorary Treasurer, and four other
members of the Club elected under and by virtue of
the Rules of the Association.

Haynes, Robinson, and White, Solicitors for the Club.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hereto-
fore subsisting between the undersigned Ethel Davis
and Jack Keith Simpson, in the business of Vendors of
Sportswear, heretofore carried on by them at No. 14
City Buildings, Hannan street, Kalgoorlie, under the
firm-name or style of "Olympic Sportswear Company,"
was dissolved by mutual consent on the 7th day of
December, 1939, the said Ethel Davis retiring from the
business, which henceforth will be carried on by the said
Jack Keith Simpson on his own account, under the same
firm-name or style of "Olympic Sportswear Company." All
moneys owing to and all debts owing by the said
late Partnership firm shall be received and paid respec-
tively by the said Jack Keith Simpson.

Dated the 7th day of December, 1939.

(Sgd.) E. DAVIS.

Signed by the said Ethel Davis
in the presence of:—(Sgd.) H. D. S. Macoboy,
Solicitor, Kalgoorlie.

(Sgd.) J. K. SIMPSON.

Signed by the said Jack Keith
Simpson in the presence of:—

(Sgd.) H. D. S. Macoboy.

F. C. Cowle & Co., of Exchange Buildings, Kalgoorlie.
Solicitors for the parties.IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Emilio Bello, late of Rose-
berry street, Maylands, in the State of Western
Australia, Contractor, deceased.

NOTICE is hereby given that all persons having claims
or demands against the Estate of the abovenamed de-
ceased are hereby requested to send in particulars in
writing of their claims and demands to the Executor,
care of the undersigned, on or before the 15th day of
January, 1940, after which date the said Executor will
proceed to distribute the assets of the said deceased
amongst the persons entitled thereto, having regard only
to the claims and demands of which it shall then have
had notice.

Dated this 6th day of December, 1939.

LAVAN, WALSH & LAVAN
Queensland Insurance Building,
29 Barrack street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Tucker, late of 133 Roberts road, Subiaco, in the State of Western Australia, formerly of 19 Hooper street, West Perth, in the said State, Retired Schoolmaster, deceased.

ALL persons having any claims or demands against the Estate of John Tucker, late of 133 Roberts road, Subiaco, in the State of Western Australia, formerly of 19 Hooper street, West Perth, in the said State, Retired Schoolmaster, deceased, are hereby required to send particulars of same in writing to the Executor, Nathaniel Peaden Lappin, care of Messrs. Dwyer & Thomas, National House, 49 William street, Perth, on or before the 15th day of January, 1940, at the expiration of which time the said Executor will distribute the assets of the said deceased among the persons entitled thereto, without reference to any claims or demands of which he shall not then have had notice.

Dated the 11th day of December, 1939.

DWYER & THOMAS,
Solicitors for the Executor,
National House, William street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Oscar Christian Jacob Rath, late of Harvey, in the State of Western Australia, Farmer and Orchardist.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the Estate of the abovenamed Oscar Christian Jacob Rath, deceased, are hereby requested to send particulars in writing of their claims and demands to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, in the said State, on or before the 15th day of January, 1940, after which date the Executor will proceed to distribute the assets of the said Estate among the persons entitled thereto, having regard only to the claims and demands of which the said Company shall then have had notice.

Dated this 12th of December, 1939.

BOULTBEE, GODFREY & VIRTUE,
of 66 St. George's terrace, Perth, Solicitors
for the West Australian Trustee, Executor,
and Agency Company, Limited, the Exe-
cutor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ada Worth, formerly of 13 Loftus street, Claremont, and of 126 Angelo street, South Perth, both in the State of Western Australia, but late of the Horseshoe Coffee Palace, Perth, aforesaid, Widow, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to John Etrick Jackson Ridgway, care of S. E. Tippett, Solicitor of West Australian Chambers, St. George's terrace, Perth, the Exe-

culator of the Will of the said deceased, on or before the 15th day of January, 1940, after which date the Executor will proceed to distribute the assets among the persons entitled thereto, having regard only to those claims and demands of which he shall then have had notice.

Dated this 11th day of December, 1939.

S. E. TIPPETT,
of West Australian Chambers,
St. George's terrace, Perth,
Solicitor for the said Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Horace Herbert Bell, late of Naamine, on the Murchison Goldfields, in the State of Western Australia, Storekeeper, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovementioned deceased are requested to send particulars of their claims in writing to the Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of the corner of Howard street and St. George's terrace, Perth, the Administrator (with the Will) of the Estate of the abovementioned deceased, on or before the 15th day of January, 1940; and, further, at the expiration of the last-mentioned date the said Administrator (with the Will) will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands of which the said Administrator (with the Will) shall have had notice.

Dated this 8th of December, 1939.

LOHRMANN & TINDAL,
89 St. George's terrace, Perth,
Solicitors for the said Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Frederiek Hugh Oldham (sometimes known as "Hugh Oldham," of Nedlands, Retired Engineer), formerly of 19 Highway, Nedlands, but late of 15 Viewway, Nedlands, in the State of Western Australia, Retired Civil Engineer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 15th day of January, 1940, after which day the said Executor will proceed to distribute the assets of the said deceased amongst the parties entitled thereto, having regard only to the claims and demands of which the said Executor shall then have had notice.

Dated the 11th day of December, 1939.

RALPH J. STODDART,
of W.A. Trustee Buildings,
135 St. George's terrace, Perth,
Solicitor for the Executor.

NOTICE TO CREDITORS AND CLAIMANTS.

IN THE SUPREME COURT OF WESTERN AUSTRALIA, PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims or demands 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 or demands to me, in writing, on or before the 5th day of January, 1940, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 14th day of December, 1939.

J. H. GLYNN, Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Murray, Hugh Alexander	1-11-39	7-12-39	39 Fitzgerald street, West Perth	Carrier
Bonnett, Harriet Louise	23-9-38	"	formerly of Nedlands but late of Fremantle	Widow
Egan, William	14-11-39	"	formerly of Perth but late of Nedlands	Labourer

NOTICE.

THE GOVERNMENT GAZETTE.

The *Government Gazette* is published on Friday in each week, unless otherwise interfered with by Public Holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The Subscription to the *Government Gazette* is as follows:—30s. per annum, 17s. 6d. per half year, and 10s. per quarter, including postage. Single copies 9d.; previous years, up to ten years 1s. 6d., over ten years 2s. 6d.; postage 1d. extra.

Subscriptions are required to commence and terminate with a month.

SPECIAL NOTICE.

ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer **BEFORE TEN O'CLOCK** a.m. on **THURSDAY**, the day preceding the day of publication, and are charged at the following rates:—

For the first eight lines, 5s.;

For every additional line, 6d.

and half-price for each subsequent insertion.

To estimate the cost of an advertisement, count nine words to a line; heading, signature, and date being reckoned as separate lines.

All fees are payable in advance. Remittances should be made by money order, postal note, or cheque. Exchange must be added to cheques.

All communications should be addressed to "The Government Printer, Perth."

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