



# Government Gazette

OF

## WESTERN AUSTRALIA.

[Published by Authority at 3.30 p.m.]

[REGISTERED AT THE GENERAL POST OFFICE, PERTH, FOR TRANSMISSION BY POST AS A NEWSPAPER.]

No. 3.]

PERTH : FRIDAY, JANUARY 17.

[1941.

The Bush Fires Act, 1937.

## PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Sir James Mitchell.  
 TO WIT. } K.C.M.G., Lieutenant-Governor in and  
 JAMES MITCHELL, } over the State of Western Australia  
 Lieutenant-Governor. } and its Dependencies in the Common-  
 [L.S.] } wealth of Australia.

Corres. No. 1148/40.

WHEREAS by section 5 of the Bush Fires Act, 1937, it is enacted that a "Local authority" means any municipal council and any road board which the Governor may by Proclamation declare to be a local authority for the purposes of the said Act: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do hereby proclaim the Nannup Road Board to be a "Local authority" within the meaning and for the purpose of the said Act.

Given under my hand and the Public Seal of the said State, at Perth, this 8th day of January, 1941.

By His Excellency's Command,

(Sgd.) F. J. S. WISE,  
 Minister for Lands.

GOD SAVE THE KING !!!

as an addition to State Forest No. 38, within the meaning and for the purpose of the Forests Act, 1918.

(Sgd.) L. E. SHAPCOTT,  
 Clerk of the Council.

Schedule.

Nelson Location 8827 (Plan 443A/40, B2).

The Forests Act, 1918.

## ORDER IN COUNCIL.

Forests File 811/21; Lands File 3201/21.  
 WHEREAS by the Forests Act, 1918, it is provided that the Governor may by an Order in Council, declare any Crown lands as State Forests, within the meaning and for the purposes of that Act: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, doth hereby declare the Crown lands described in the Schedule attached hereto as an addition to State Forest No. 7, within the meaning and for the purpose of the Forests Act, 1918.

(Sgd.) L. E. SHAPCOTT,  
 Clerk of the Council.

Schedule.

All that portion of land bounded by lines starting at the south-eastern corner of Sawyer's Valley Lot 113, and extending north along the eastern boundary of said lot to the south-eastern side of the Great Eastern highway; thence generally north-easterly along the said side to the north-western corner of Lot 166; thence south, east, and north along boundaries of said lot to the aforesaid side of the highway; thence generally easterly along the latter side to an existing north-western boundary of State Forest No. 7; and thence generally south-westerly and westerly along boundaries of the said State Forest to the starting point (excluding all lands, other than Crown lands, under the Forests Act of 1918); Reserves 2093 (Public Utility) and 18130 (Timber) are hereby reduced. (Plan 1B-C/20, Mt. Helena.)

AT a meeting of the Executive Council held in the Executive Council Chambers, at Perth, this 8th day of January, 1941, the following Orders in Council were authorised to be issued:—

The Forests Act, 1918.

## ORDER IN COUNCIL.

Forests File 1339/37; Lands File 4101/26.  
 WHEREAS by the Forests Act, 1918, it is provided that the Governor may by an Order in Council declare any Crown lands as State Forests, within the meaning and for the purposes of that Act: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, doth hereby declare the Crown lands described in Schedule attached hereto

## JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 16th January, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the reinstatement of the name of Edward Charles Atkins, Esquire, of Applecross, upon the Commission of the Peace as from the date of his original appointment, with jurisdiction in the Fremantle Magisterial District.

And to accept the following resignations from the Commission:—

Donald William Paterson, Esquire, of Pinjarra, as a Justice of the Peace for the Forrest Magisterial District;

Thomas Patrick Duggan, Esquire, late of Yericoin, as a Justice of the Peace for the Avon Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.  
NOTICE is hereby given that the following Stay Order issued under section 11 of the Act has been cancelled as from the date specified:—Clarke, Edith Priscilla; West Pingelly; 15th January, 1941.

W. A. WHITE, Director.

15th January, 1941.

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

A Stay Order shall direct that no action, execution, distress for rent, proceedings on default for breach of covenant under any mortgage or other security for money, or under an agreement for sale and purchase of land, or other process or proceeding, shall be commenced or proceeded with, or put in force against the farmer or any of the farmer's assets, whether utilised in connection with or form-

ing 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.

Bungey, Eric Ralph, Borden, 9th January, 1941.  
Gorringe, James Walter; Hyden, 14th January, 1941.

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

W. A. WHITE, Director.

## THE AUDIT ACT, 1904.

The Treasury,  
Perth, 9th January, 1941.

IT is hereby published, for general information, that the following appointments have been approved:—

Certifying Officers:—

Tsy. File No. 58/40:—Lancelot Ledsam Throssell, at Bruce Rock, 18/12/40 to 22/4/41; Charles Godfrey Douglas, at Narrogin, 30/12/40 to 13/1/41, for the Agricultural Bank;

Tsy. No. 4/41:—Mr. J. A. Sullivan for the Caves House;

Tsy. No. 16/38:—Mr. T. A. Ottaway for the Tender Board Contractors' Deposit Account for the period 6th to the 19th January, 1941.

Receivers of Revenue:—

Tsy. No. 59/36:—Mr. A. S. Forsyth for the Department of Agriculture, in the Kelmescott District;

Tsy. No. 58/40:—Mr. Walter Rigby for the Agricultural Bank, at Narrogin, for the period 30th December, 1940, to the 13th January, 1941.

A. J. REID,  
Under Treasurer.

## VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Public Works ... ..	District Supervisor, Kalgoorlie Architectural Division*	Class 6, £378—£402	1941. 18th January.
Lands and Surveys ... ..	Draftsman, 1st Class (Item 448) ... ..	Classes 5-6, £366—£438†	25th January.
Do. do. ... ..	Assistant Examiner and Senior Computer (Item 454)	Class 6, £366—£402	do.
Crown Law ... ..	Clerk, Electoral Branch (Item 1423) ... ..	Class 9, £294—£306	do.
Forests ... ..	Draftsman, 1st Class (Item 275) ... ..	Classes 5-6, £366—£438	1st February.
Lands and Surveys ... ..	Clerk in Charge, Agricultural Accounts (Item 333) ...	Class 6, £378—£402	do.
Mines ... ..	Chemist, 2nd Class*‡ ... ..	Classes 5-6, £366—£438	do.

\* Applications are also called under section 29 of the Public Service Act.

† Limit fixed at £414 in accordance with clause 8 of the Professional Agreement.

‡ Applicants should possess qualifications equivalent to the requirements of the Associateship of the Australian Chemical Institute.

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, 16th January, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has cancelled the assignments made to K. J. Dougall, Esquire, Stipendiary Magistrate (as published in the *Government Gazette*, 8th November, 1940), and has in lieu thereof assigned to the said K. J. Dougall the South-West Court of Session; the Forrest and Mitchell Magisterial Districts, and the Bunbury, Bridgetown, Busselton, Collie, Donnybrook, Manjimup, and Pinjarra Local Courts.

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

L. W. Stotter as Chairman of the Eastern Goldfields Court of Session, Magistrate of the Boulder and Kalgoorlie Local Courts, and Resident Magistrate of the Hannans Magisterial District.

K. H. Parker as Acting Assistant Resident Magistrate and has assigned to the said K. H. Parker the Coolgardie, Laverton, Leonora, Norseman, and Southern Cross Local Courts, and the Collier, Coolgardie, and Dundas Magisterial Districts;

T. H. Hannah as Acting Chairman of the Geraldton Court of Session, Acting Magistrate of the Geraldton, Mullewa, Mingenew, Moora, and Northampton Local Courts, and Acting Resident Magistrate of the Geraldton Magisterial District;

J. F. Robertson as Acting Clerk of Petty Sessions and Clerk to Coroner, Perth, during the absence of R. A. Smith, on leave;

D. G. Denny as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Laverton, during the absence of S. E. Wheeler, on leave;

J. F. Crow as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Mingenew, during the absence of S. G. Daws, on leave.

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

J. F. Dwyer as Acting Bailiff of the Moora Local Court during the absence of R. N. Brown, on leave;

Joseph Alexander Hunt, Esquire, of Perth, and Sydney William Morrow, Esquire, of Nedlands, as Commissioners for Declarations under the Declarations and Attestations Act, 1913.

#### THE LICENSING ACT, 1911-1939.

HIS Excellency the Lieutenant-Governor in Executive Council has granted the petition under section 47 of the Licensing Act, 1911-1939, of the electors living in an area comprised within a circle having a radius of forty chains from the centre of all those pieces of land bounded by Blake, Knutsford, No. 1, and Little Walcott streets, North Perth, being portion of Swan Location 804 and being Lots 7, 8, 9, and 10 on Plan 3660, Vols. 620, 1049, and 1061, Fols. 156, 819, and 409, and which said land is situate within the Licensing District of Perth, for a Publican's General License, in view of the recommendation of the Licensing Court dated the 20th day of December, 1940, and has ordered the gazettal thereof under section 47, subsection (5).

#### MOORE LICENSING COURT.

IT is hereby notified, for public information, that the Hon. Minister for Justice has, under the provisions of section 25 of the Licensing Act, 1911-1939, appointed the second Wednesday in the months of March, June, September, and December as the days for the sittings of the Moore Licensing Court, held at the Moora Court House, in lieu of the dates previously appointed.

#### LOST CASH ORDER.

THE Department has been notified that Cash Order No. B71271, dated the 17th December, 1940, drawn on the Clerk of Courts' Trust Account for the sum of £1 4s. 5d., in favour of G. Dawson, has been lost by the payee; payment has been stopped and it is intended to issue a fresh order in lieu thereof.

W. S. BOWN,  
Acting Under Secretary for Law.

#### NATIVE ADMINISTRATION ACT, 1905-1936.

##### Regulation 136.

Department of Native Affairs,  
D.N.A. 766/38. Perth, 13th January, 1941.

PURSUANT to Native Administration Regulation 136, it is hereby notified, for general information, that the Hon. Minister controlling the Department of Native Affairs has issued the authority required by the regulation in respect to the undermentioned Mission Workers until the 30th June, 1941:—

Permits to Mission Workers:—Miss M. A. Langley, Native School, Kellerberrin; Mr. A. Preston-Walker, Gnowangerup.

F. I. BRAY,  
Commissioner of Native Affairs.

#### FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-39, for non-payment of rent or other reasons:—

Name,	Lease No.,	District,	Reason,	Corres. No.,	Plan.
Bunter, H. V.;	338/2260;	Nanson 60;	£3 10s. 0d.;		
	700/40;	Nanson.			
Dinning, Frank;	3117/2402;	Rothsay 62;	£1 0s. 0d.;		
	411/35;	Rothsay.			
Evans, E. M. F.;	55/2439;	Jilbadji 556;	abandoned;		
	2238/32;	6/80, B1 and 2.			

Langland, H. W.; 338/2181; Norseman 607; £9 0s. 0d.; 1959/39; Norseman.  
Teale, D. (Mrs.); 3116/730; Yilgarn 551; £8 4s. 0d.; 691/38; 36/80, D2.

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, 1933-1939, and its regulations:—

##### COOLGARDIE.

24th January, 1941, at 11 a.m., at the Mining Registrar's Office—

†Coolgardie—Town 19, 1r., £12 10s.; 2052, 20p., £10.

##### BRIDGETOWN.

28th January, 1941, at noon, at the District Lands Office—

‡Mullalyup—Town 15, 19, 3r. each, £10 each.

##### KALGOORLIE.

28th January, 1941, at 2 p.m., at the District Lands Office—

†Boulder—Town (Dart street), 766, 1r., £10; (Johnston street), 2563, 1r., £12 10s.

†Kalgoorlie—Town (Egan street), R. 468, 39.6p., £12 10s.; (Varden street) R. 1259, 1r., £12 10s.; (Lyal street) 1670, 1r., £12 10s.; (White street) 1157, 1r., £15; (Hay street) R. 567, 39.6p., £5.

##### YOUANMI.

29th January, 1941, at 11 a.m., at the Police Station—  
†Youanmi—Town 199, 1r., £25.

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

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

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,  
Corr. No. 131/40. Perth, 14th January, 1941.  
IT is hereby notified, for general information, that the Sussex Road Board has appointed Mr. Wilfred Floyd, as a Bush Fire Control Officer in the Sussex Road District.

G. L. NEEDHAM,  
Under Secretary for Lands.

#### BUSH FIRES ACT, 1937.

##### Appointment of Officers to issue Clover Burning Permits.

Department of Lands and Surveys,  
Corr. 274/38. Perth, 15th January, 1941.  
IT is hereby notified that the Hon. the Minister for Lands has appointed, under the provisions of the above Act, Mr. S. G. Allsop, Secretary of the Augusta-Margaret River Road Board, and Mr. Walter Cowley, of Boyup Brook, as "authorised officers" for the purpose of issuing permits for burning for clover burr during the "prohibited period," subject to regulations 13 to 15 (inclusive) under the above Act.

G. L. NEEDHAM,  
Under Secretary for Lands.

## THE BUSH FIRES Act, 1937:

Department of Lands and Surveys,  
Corres. No. 165/40. Perth, 15th January, 1941.

IT is hereby notified, for general information, that the King River Bush Fire Brigade personnel—Benno Lange, Captain; Norman James, Wm. Gibb, Robert Gibb, and D. A. P. West, Lieutenant—was duly registered as a Bush Fire Brigade on the 7th day of January, 1941, in accordance with the provisions of the above Act, and, subject to the by-laws of the Albany Road Board relating to the establishment, maintenance and equipment of Bush Fire Brigades as published in the *Government Gazette* of the 3rd of May, 1940.

G. L. NEEDHAM,  
Under Secretary for Lands.

## RESERVES.

Department of Lands and Surveys,  
Perth, 15th January, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to set apart as public Reserves the lands described in the schedules below, for the purposes therein set forth:—

4895/22.

WOOROLOO.—No. 22221 (Church Site—Methodist).  
—Lot No. 13 (2r. 2lp.). (Plan Wooroloo Townsite.)

CALINGIRI.—No. 22222 (Church and School Site—  
Roman Catholic).—Lot No. 45 (about 2a. 1r. 18p.).  
(Plan Calingiri Townsite.)

G. L. NEEDHAM,  
Under Secretary for Lands.

## CANCELLATION OF RESERVE 4551 (near Broad Arrow).

Department of Lands and Surveys,  
Corr. No. 7702/97. Perth, 15th January, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1939, of the cancellation of Reserve 4551 (Slaughter Yard) in the Hampton District near Broad Arrow. (Plan 71/80.)

G. L. NEEDHAM,  
Under Secretary for Lands.

## CEMETERIES ACT, 1897.

## Appointment of Member York Cemetery Board.

Department of Lands and Surveys,  
Corr. 6654/03, Vol. 2. Perth, 15th January, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Cemeteries Act, 1897, and the York Cemeteries Act Amendment Act, 1938, of the appointment of Mr. Roy Graham Atkinson as a member of the York Cemetery Board, vice Mr. Charles Alfred Foreman, who has resigned.

G. L. NEEDHAM,  
Under Secretary for Lands.

## LAND ACT, 1933-1939.

## Naming of Streets—City of Perth and Perth Road District.

Department of Lands and Surveys,  
1557/37. Perth, 15th January, 1941.

IT is hereby notified, for general information, that HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1939, of the road along the western boundaries of Swan Locations 4114, 3939, 3943, 4059 to 4067 (inclusive), 4077 to 4090 (inclusive), and 4109, in the Perth Road District and the City of Perth, from Wanneroo road to the north boundary of Location 676, being named Eton street; of the road along the eastern boundaries of Locations 4036 to 4046 (inclusive), in the City of Perth, from Eton street aforesaid to Ellesmere street, being named Selden street, and of the road along the eastern boundaries of Locations 4010 to 4020 (inclusive), in the City of Perth, from Green street to Ellesmere street, being named Highlands road.

G. L. NEEDHAM,  
Under Secretary for Lands.

## LOTS OPEN FOR SALE.

Department of Lands and Surveys,  
Perth, 15th January, 1941.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale, under the conditions specified, by public auction, as provided by the Land Act, 1933-1939, at the following upset prices:—

Applications to be lodged at Kalgoorlie.

2034/17, Vol. 4.

BOULDER.—Town, 2235 (Evans street), £20; 745 (Johnston street), £10.

Applications to be lodged at Northam.

6653/06, Vol. 2.

DOWERIN.—Suburban for cultivation, 204 (5a. 1r. 14p.), £15.

Plans showing the arrangement of the lots referred to are now obtainable at this office and the offices of the various Government Land Agents.

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, 1933-1939, 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 Concession 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.

## WEDNESDAY, 22nd JANUARY, 1941.

## ALBANY LAND AGENCY.

Plantagenet District (adjoining Narrikup).

Corr. No. 12101/05. (Plan 451/80, B2.)

The unsurveyed area, containing about 15 acres bounded on the northward by Beard street; on the east ward by the extension southward of the eastern side of Roberts street; on the south by Location 4433; on the westward by the Great Southern Railway Reserve available subject to survey, classification and pricing. The boundaries of Narrikup Townsite are hereby amended to exclude such area.

## BRIDGETOWN LAND AGENCY.

Sussex District (about 3 miles northward of Mowen).

Corr. No. 2530/31. (Plan 440A/40, C1.)

The unsurveyed area, containing about 160 acres bounded by lines commencing at the south-east corner of Location 1735 and extending north along its east boundary to its north-east corner; thence east about 3 chains and south about 44 chains to the north side of road passing along the north boundary of Location 2270

thence west along said side of road to the starting point; available subject to survey, classification and pricing.

#### BUNBURY LAND AGENCY.

Wellington District (near Collie-Cardiff).

Corr. No. 10531/09. (Plan 411C/40, F3.)

Location 2946, containing 20 acres, at 18s. per acre; Location 2947, containing 16a. 2r., at 18s. 6d. per acre; Location 4480, containing 31a., at 6s. per acre (excluding survey fee), and Location 4481, containing 44a., at 7s. per acre (excluding survey fee); classifications pages 86 and 88 of File 10531/09.

#### SALMON GUMS LAND AGENCY.

Esperance District (near Caitup Siding).

Corr. No. 14880/11. (Plan 423/80, D2 & 3.)

Location 623, containing 1,000a., at 2s. per acre.

#### WEDNESDAY, 29th JANUARY, 1941.

##### GERALDTON LAND AGENCY.

Victoria District (about 2½ miles north-east of Bunjil).

Open under Part V. (secs. 47 and 49 only).

Corr. 3938/40. (Plan 96/80, A1 and 2.)

Locations 6235 and 6377, containing 1,609a. 3r. 10p., at 4s. 9d. per acre; classification page 15 of File 643/27; subject to Agricultural Bank and Industries Assistance Board indebtedness; being E. Bynce's cancelled application.

##### NARROGIN LAND AGENCY.

Roe District (about 9½ miles north of Burngup).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 237/38. (Plan 387/80, E1.)

Locations 158 and 760, containing 1,333a. 1r. 10p., at 9s. 3d. per acre; classification page 22a of 237/38; subject to Agricultural Bank indebtedness, and to a cropping lease which expires 28/2/42; being H. N. Stabler's forfeited Lease 348/819.

Roe District (about 3 miles south-west of Karlgarin).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 5946/22. (Plan 376/80, D and E1.)

Location 494, containing 1,409a. 0r. 24p., at 9s. per acre; classification page 4 of File 5946/22; subject to Agricultural Bank, Industries Assistance Board and Minister for Lands indebtedness, and to a cropping lease which expires on 28/2/1942; being A. F. Finemore's forfeited Lease 40183/55.

Williams District (about 9½ miles south of Geeralying).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 5640/20. (Plan 385D/40, B4.)

Location 12364, containing 825a. 1r. 26p., at 3s. per acre; classification page 7 of 5640/20; Location 10839, containing 95a. 1r., at 10s. per acre; classification page 4 of 12249/11; Location 10838, containing 120a., at 7s. per acre; classification page 5 of 12250/11; Location 10840, containing 107a., at 11s. per acre; classification page 3 of 12252/11; Location 9754, containing 136a., at 10s. per acre; classification page 12 of 5846/10; subject to Agricultural Bank indebtedness; being J. Jago's forfeited Leases 14577/68, 10683/56, 10682/56, 30502/55 and 26275/55.

##### NORTHAM LAND AGENCY.

Avon District (near Marshall Rock Siding).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 2502/22. (Plan 55/80, C2 and 3.)

Location 14259, containing 1,116a. 0r. 22p., at 6s. 3d. per acre; classification page 67 of 2502/22; subject to Agricultural Bank, Industries Assistance Board and Minister for Lands indebtedness; being W. R. Williams' forfeited Lease 15867/68.

Avon District (about 3½ miles south of Welbungin).

Open under Part V. (Secs. 47 and 49 only).

Corr. No. 2607/10. (Plan 55/80 D3.)

Location 14397, containing 840a., at 8s. 9d. per acre; classification page 77 of File 2607/10 and page 18 of 6987/09, Vol. 1; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires on 30/9/1941; being D. Martin's forfeited Lease 25496/55.

Avon District (about seven miles north of Barbalin Siding).

Open under Part V. (Secs. 47 and 49 only).

Corr. No. 2141/22. (Plan 55/80 F2.)

Location 22831, containing 1,181a. 1r. 37p., at 6s. 9d. per acre; classification page 4 of 2141/22; subject to Agricultural Bank and I.A.B. indebtedness and to a cropping lease which expires on 28/2/1941; being C. T. Morris' forfeited Lease 39499/55.

Avon District (about four miles north of Pope's Hill Siding).

Open under Part V. (Secs. 47 and 49 only).

Corr. No. 6117/24. (Plan 54/80 A3.)

Locations 24387 and 15349, containing 843a. 2r. 1p., at 5s. per acre; classifications page 5 of 6117/24 and page 4 of 4960/22; subject to Agricultural Bank, Industries Assistance Board and Minister for Lands indebtedness; being H. D. Cairns' forfeited Lease 41502/55 and 39573/55.

Ninghan District (about 11 miles north-west of Koorda).

Open under Part V. (Secs. 47 and 49 only).

Corr. No. 6681/23. (Plan 56/80 D & E1.)

Locations 689, 1889, 907, and 694, containing 1,359a. 2r. 11p., at 6s. per acre; classification page 75 of 6681/23; subject to Agricultural Bank indebtedness; being H. Watts' forfeited Leases 40705/55, 23872/74 and 19629/68.

Roe District (about 30 miles east of Wadderin).

Open under Part V. (Secs. 47 and 49 only).

Corr. No. 1741/28. (Plan 6/80 A4.)

Locations 252 and 1358, containing 1,911a. 2r. 34p., at 3s. 9d. per acre; classification page 18 of 4025/25; subject to Agricultural Bank and Minister for Lands indebtedness; being S. A. Harper's forfeited Leases 68/209 and 74/204.

##### PERTH LAND AGENCY.

Peel Estate (about two miles east of Wellard).

Open under Part V. of the Land Act, 1933-1939.

Corr. 717/31. (Plan 341D/40 B3.)

Lots 46, 47 and 48, containing 272a. 3r.; purchase money, £150 5s. 11d.; first half-year's instalment as deposit, £2; half-yearly instalments over 29½ years, including principal and interest: to civilians at 5 per cent. per annum, £4 17s. 2d.; to returned soldiers at 4½ per cent. per annum, £4 11s. 6d.; subject to the conditions applying to this estate; being A. T. Sloan's forfeited Lease 55/2142.

#### THURSDAY, 30th JANUARY, 1941.

##### BRIDGETOWN LAND AGENCY.

Nelson District (about 18 miles south-east of Manjimup).

Open under Part V. (Secs. 47 and 49 only).

Corr. No. 5313/12. (Plan 443A/40 B2.)

Location 3833, containing 160a., at 9s. 9d. per acre; classification page 61A of 5313/12; and Locations 3573, 3574, and 3911, containing 700a. 2r., at 8s. 3d. per acre; classification page 61B of 5313/12; subject to Agricultural Bank indebtedness and to timber conditions; being J. Bailey's forfeited Leases 31910/55, 20103/55, 20268/55, and 21800/55.

Sussex District (near Dunsborough).

Open under Part V. (Secs. 47 and 49 only).

Corr. No. 5190/11. (Plan 413A/40 A1.)

Location 580, containing 832a. 3r. 36p., at 6s. 6d. per acre; classification page 109A of 5190/11; subject to Agricultural Bank indebtedness and to timber conditions; being A. O. Blythe's forfeited Lease 29472/55.

#### WEDNESDAY, 5th FEBRUARY, 1941.

##### ALBANY LAND AGENCY.

Hay District (near Lake Kwooncup).

Corr. No. 2637/16. (Plan 444/80, F4.)

Location 584, containing about 25a., at 20s. per acre; classification page 19 of 2637/16; Reserve 16550 (Water and Camping) is hereby reduced.

## Plantagenet District (near Hallowell).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 4816/30. (Plans 452C/40, D4; 456D/40, D1.)  
Location 4330, containing 210a. 3r. 1p., at 8s. 6d. per acre; classification page 72 of 5818/07; subject to Agricultural Bank indebtedness; being J. E. Bavin's forfeited Lease 68/2879.

## Plantagenet District (about seven miles south-west of Mt. Barker).

Corr. No. 584/40. (Plan 451/80, A1.)

Location 3767, containing 127a. 0r. 24p., at 7s. 6d. per acre; classification page 22 of File 1234/17; subject to timber conditions and to exemption from road rates for two years from date of approval of application; being S. Barrett's forfeited Lease 347/2708.

## BEVERLEY LAND AGENCY.

## Avon District (about 1½ miles north-east of Corrigin).

Corr. No. 204/36. (Plan 344/80, C3.)

Location 19651, containing 992a., at 3s. 6d. per acre; classification page 9 of 3040/14; subject to payment for improvements and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being R. E. Ding's forfeited Lease 348/523.

## GERALDTON LAND AGENCY.

## Victoria District (about 18 miles north of Mingenew).

Corr. No. 2202/37. (Plan 127/80, A2.)

Location 5171, containing 100a., at 7s. per acre; Location 9685, containing 800a. 0r. 27p., at 2s. 3d. per acre; and Location 3547, containing 100a., at 8s. per acre; classifications page 4 of 7700/10; page 7 of 1558/38, and page 5 of 1557/38 respectively; subject to exemption from road rates for two years from date of approval of application; being J. V. and A. Connolly's forfeited Leases 347/1827, 347/2324, and 365/742.

## KATANNING LAND AGENCY.

## Kojonup District (about six miles south-east of Duranillin).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 12109/11. (Plan 415B/40, F1.)

Locations 5307 and 4635, containing 236a., at 5s. per acre; also Locations 4632, 4633, and 4634, containing 860a. 2r., at 4s. 3d. per acre; classifications page 4 of 12109/11, and page 47 of 7404/11 respectively; subject to Agricultural Bank indebtedness and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being E. J. Clugston's forfeited Leases 30488/55 and 30017/55.

## Plantagenet District (about six miles east of Cranbrook).

Corr. No. 2205/37. (Plan 445/80, A and B1.)

Location 4059, containing 1,312a. 0r. 7p., at 4s. 6d. per acre; classification page 4 of 2205/37; subject to exemption from road rates for two years from date of approval of application; also subject to timber conditions; being F. A. Spratt's forfeited Lease 347/1683.

## NARROGIN LAND AGENCY.

## Roe District (about two miles north-west of Pederah).

Corr. No. 2982/30. (Plan 376/80, E1.)

Location 1284, containing 142a. 1r. 28p., at 5s. 6d. per acre; classification page 4 of 2982/30; subject to exemption from road rates for two years from date of approval of application; being A. F. Finemore's forfeited Lease 68/2859.

## Williams District (about 16 miles east of Highbury).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 1863/21. (Plan 385C/40, F3.)

Locations 11294 and 11228, containing 1,096a. 0r. 17p., at 3s. 3d. per acre; classification page 5 of File 1863/21; subject to Agricultural Bank indebtedness; being J. Lynch's forfeited Lease 14905/68.

## Williams District (about five miles north-east of Hillman).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 4660/23. (Plan 410B/40, F2.)

Locations 12912, 4737, and 12976, containing 1,594a. 2r. 22p., at 1s. 9d. per acre; classification page 8 of 4660/23; subject to Agricultural Bank indebtedness and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being G. S. Muir's forfeited Leases 17495/68 and 23836/74.

## Williams District (near Kuender).

Corr. No. 1511/40. (Plan 387/80, C2.)

Location 12862, containing 652a. 3r. 28p., at 6s. 6d. per acre; classification page 21 of 5767/27; subject to payment for improvements; being A. H. Darby's cancelled application.

## NORTHAM LAND AGENCY.

## Avon District (about 4½ miles east of Cramphorne Siding).

Corr. No. 2043/37. (Plan 5/80, DE 1 & 2.)

Location 19182, containing 1,759a.; subject to classification and pricing and to exemption from road rates for two years from date of approval of application; being W. H. Tucknott's forfeited Lease 348/738.

## Avon District (near Muntadgin).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 152/25. (Plan 5/80, D & C1.)

Locations 18270 and 18267, containing 1,743a. 1r. 3p., at 5s. 3d. per acre; also Location 18269, containing 980a., at 6s. per acre; classifications pages 4, 6, and 7 of File 152/25, and page 11 of File 6162/26; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires on 28/2/1941; being T. Bennison's forfeited Leases 19457/68 and 21104/68.

## Melbourne District (about four miles east of Calingiri).

Corr. No. 1089/34. (Plan 32/80, B2.)

Location 3270, containing 71a. 3r. 29p., at 6s. 6d. per acre; classification page 8 of File 1089/34; subject to exemption from road rates for two years from date of approval of application and also to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being R. J. Watson's forfeited Lease 347/582.

## Ninghan District (about 18 miles north of Kulja).

Corr. No. 4437/27. (Plan 88/80, A3.)

Location 2738, containing 1,794a. 1r. 9p., at 3s. 6d. per acre; classification page 9 of 4437/27; subject to payment for improvements; being W. Farrell's forfeited Lease 68/673.

## Ninghan District (about 4½ miles north-west of Narkal).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 1735/27. (Plan 45/80, F2.)

Locations 1764 and 1765, containing 1,121a. 3r. 35p., at 6s. 9d. per acre; also Location 1766, containing 619a., at 7s. 6d. per acre; classifications pages 44, 45, and 46 of File 8370/09, Vol. 1; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness, and subject to a cropping lease which expires on 28/2/1942; being C. Steel's forfeited Leases 41653/55 and 42255/55.

## PERTH LAND AGENCY.

## Swan District (about 4½ miles south-east of Wannamal).

Corr. No. 628/37. (Plan 31/80, E3.)

Location 3770, containing 817a. 0r. 19p., at 2s. per acre; classification page 11 of 628/37; 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 A. A. Moir's forfeited Lease 348/854.

## SALMON GUMS LAND AGENCY.

Fitzgerald District (about seven miles south-west of Grass Patch).

Corr. No. 2211/33. (Plan 402/80, F1 & 2.)  
Locations 165 and 1477, containing 999a. 3r. 2p., at 3s. 9d. per acre; classification page 7 of File 2211/33; subject to payment for improvements; being M. Sime's forfeited Lease 68/4081.

## SOUTHERN CROSS LAND AGENCY.

Yilgarn District (about 11½ miles north-east of Bullfinch).

Corr. No. 4906/29. (Plan 53/80, D and E 3 & 4.)  
Location 1312, containing 991a 3r. 1p., at 3s. per acre; classification page 8 of File 4906/29; subject to payment for improvements and to mining and timber conditions; being A. V. Gissing's forfeited Lease 68/2387.

## WAGIN LAND AGENCY.

Kojouup District (about five miles south-east of Bokal).

Open under Part V. (secs. 47 and 49 only).

Corr. No. 3376/27. (Plan 409D/40, A4.)  
Locations 4601, 4602, 4603, 4604, 4605, 4606 and 4607, containing 1,126a., at 5s. per acre; classification page 16 of 3713/24; subject to Agricultural Bank indebtedness and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being C. G. I. Clugston's forfeited Lease 21904/68.

Williams District (about three and a half miles south-east of Kukerin).

Corr. No. 5890/25. (Plan 408/80, F1.)  
Locations 14204 and 13196, containing 932a. 2r. 24p., at 4s. 3d. per acre; classification page 4 of File 5890/25; subject to Agricultural Bank and Industries Assistance Board indebtedness and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being L. J. B. Liddell's forfeited Leases 20205/68 and 24994/74.

## THURSDAY, 6th FEBRUARY, 1941.

## BRIDGETOWN LAND AGENCY.

Nelson District (about four miles west of Hester).

Open under Part V., Section 53.

Corr. No. 2561/37. (Plan 439B/40, E1.)  
Location 11294, containing 5a. 2r. 30p., at 20s. per acre (excluding survey fee); classification page 22 of File 2561/37, available subject to reservation of marketable timber to the Crown and to protection under Forest Regulation 81 of improvements effected by the Forest Lessee.

G. L. NEEDHAM,  
Under Secretary for Lands.

## LAND OPEN FOR PASTORAL LEASING.

Under Part VI. of the Land Act, 1933-1939.

IT is hereby notified that the land described hereunder will be available for general selection under Part VI. of the Land Act, 1933-1939, on and after the date specified:—

## WEDNESDAY, 12th FEBRUARY, 1941.

## PERTH LAND AGENCY.

North-West Division.

Gregory District (near Mt. Brockman).

Corres. 1585/28. (Plans 96/300 and 97/300.)  
Those areas of unsurveyed land containing about 20,480, 20,480, 20,480, and 15,566 acres; being R. R. Williams' forfeited Pastoral Lease Nos. 394/868, 394/674, 394/673, and 394/753, respectively.

## WEDNESDAY, 19th FEBRUARY, 1941.

## PERTH LAND AGENCY.

Eastern Division—Ngalbain District (about 18 miles south-west of Widgemooltha).

Corr. No. 2005/36. (Plan 18/300.)  
That area of unsurveyed land, containing about 32,121 acres, being The West Australian Goldfields Firewood Supply, Limited, of Kurrawang, forfeited Pastoral Lease No. 395/802.

G. L. NEEDHAM,  
Under Secretary for Lands.

## THE ROAD DISTRICTS ACT, 1919-1939.

Department of Lands and Surveys,  
Perth, 15th January, 1941.

IT is hereby declared that the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902, for the purpose of new roads, that is to say:—

Preston.

3130/98.

No. 745: Widening:—

1. That part of Wellington Location 3713 bounded by lines commencing on its northern boundary 10 chains 40.4 links from its north-western corner and extending (as shown on Diagram No. 59737) 103deg. 17min. 6 chains 75.1 links and 147deg. 49min. 4 chains 18.3 links along the northern side of the present road; thence 310deg. 20min. 3 chains 37.3 links, 302deg. 13min. 3 chains 33.1 links, and 228deg. 22min. 3 chains 59.4 links through said location to the starting point.

2. That part of Wellington Location 3712 bounded by lines starting on opposite side of present road at a point situated about 125 links eastward from the southern corner of the above described area and extending (as shown on said Diagram 59737) 147deg. 49min. 94.6 links; thence 121deg. 44min. 2 chains 63.5 links; thence 304deg. 35min. 1 chain 33.3 links; thence 310deg. 58min. 2 chains 18 links through said location to the starting point.

3. That part of said Location 3713 bounded by lines starting on its northern boundary at a point situated 305deg. 2min. 2 chains 54.8 links and 324deg. 49min. 10 chains 81.1 links from its north-eastern corner and extending (as shown on Diagram 59737) 319deg. 1min. 1 chain 97.4 links and 306deg. 22min. 1 chain 95.8 links through said location; thence 121deg. 44min. 2 chains 8.9 links and 144deg. 49min. 1 chain 90 links along said side of the present road to the starting point.

4. That part of Wellington Location 3714 bounded by lines starting on a northern boundary of said Location 125deg. 2min. 10 chains 83 links and 105deg. 19min. 17 chains 87.1 links from a north-western corner of the said location and extending (*vide* said Diagram 59737) 105deg. 19min. 1 chain 44.3 links and 124deg. 10min. 1 chain 95 links along the southern side of the present road; thence 296deg. 10min. 3 chains 34.9 links through said location to the starting point.

5. That part of Wellington Location 3714 bounded by lines commencing on the southern side of said road in the said location 276deg. 49min. 8 chains 25.2 links and 123deg. 34min. 3 chains 74 links from a north-eastern corner of the said location and extending (*vide* said Diagram) 295deg. 41min. 3 chains 33.4 links and 284deg. 35min. 2 chains 70.4 links through said location; thence 94deg. 57min. 2 chains 79 links and 123deg. 34 links 3 chains 41.1 links along the said side of the present road to the starting point.

6. That part of State Forest No. 29 bounded by lines commencing at a point on the southern side of the present road situated about 93deg. 10 chains 109deg. 51min. 8 chains 20 links and 89deg. 16min. 9 and 1/10th links from prolongation south of west boundary of the said location and extending (as shown on Diagram No. 59737) 89deg. 16min. 6 chains 55.8 links and 115deg. 44min. 4 chains 24.8 links along the southern side of said road; thence 279deg. 37min. 10 chains 53 links through said State Forest to starting point.

2r. 12.1p. being resumed from Wellington Location 3713.

6.2p. being resumed from Wellington Location 3712.

29.9p. being resumed from Wellington Location 3714. (Plan 414B/40, D1.)

Albany.

5723/98.

No. 992: Widening:—That part of Kalgan Lot 24 bounded by lines starting on its northern boundary 3 chains 28.3 links from its north-eastern corner and extending (as shown on Diagram No. 44312) 253 deg. 12min. 2 chains 22 links through said lot; thence 45deg. 80.8 links and 87deg. 25min. 1 chain 55.5 links along its northern boundary to the starting point.

6.8p. being resumed from Kalgan Lot 24. (Plan Kalgan Townsite.)

## Narrogin.

9708/97.

No. 1243: Widening:—

1. That portion of Williams Location 9657, bounded by lines commencing at its south-western corner and extending (as shown on Diagram No. 60212) 326deg. 22 min. 5 chains 99.3 links along its south-western boundary; thence 132deg. 31min. 5 chains 46.7 links and 105deg. 9min. 5 chains 52.1 links through said location and 271 deg. 26min. 6 chains 4.2 links along its south boundary to the starting point.

2. That portion of Williams Location 2235 bounded by lines starting at its western corner and extending (as shown on said Diagram) 62deg. 56min. 3 chains 19.5 links along its north-western boundary; thence 209deg. 45min. 2 chains 2.9 links and 167deg. 29min. 2 chains 13 links through location, and 316deg. 2min. 3 chains 31.3 links along the south-western boundary to the starting point.

3. That portion of Williams Location 928 bounded by lines commencing at its north-eastern corner and extending (as shown on said Diagram) 136deg. 2min. 4 chains 70 links along its north-eastern boundary; thence 305deg. 15min. 4 chains 39.7 links and 282deg. 19min. 4 chains 51.1 links through said location; thence 91deg. 26min. 4 chains 73.8 links along the north boundary to the starting point.

3r. 6p. being resumed from Williams Location 9657.

1r. 17.8p. being resumed from Williams Location 2235.

1r. 23.2p. being resumed from Williams Location 928. (Plan 385 A/40, B &amp; C1.)

## Bridgetown.

9807/99.

No. 1540: Deviations:—

1. A strip of land, one chain wide, its eastern side leaving the western side of present road in Nelson Location 706 at a point approximately 43 chains from its south boundary and extending (as shown on Diagram No. 59701), 340deg. 53min. 5 chains 58.6 links and 351 deg. 55min. 4 chains 56.1 links through said location to rejoin said side of the present road in said location.

2. A strip of land, one chain wide, its western side leaving the eastern side of the present road in said location at a point approximately 345deg. 51min. 10 chains 19.1 links and 101deg. 1 chain 2 links from the last point mentioned in the previous paragraph, and extending (as shown on said Diagram), 345deg. 51min. 44.2 links and 323deg. 30min. 5 chains 64.7 links and 320deg. 2min. 6 chains 40.6 links through said location to rejoin said side of the present road in the same location.

1r. 33.9p. being resumed from Nelson Location 706. (Plan 438A/40, A2.)

## Melville.

1999/17.

No. 10002: A strip of land, varying between half a chain and 2¼ chains in width, commencing at Canning highway and extending (as shown on L.T.O., Diagram No. 11732) northward along the eastern boundaries of Lots 177 and 176 of Swan Location 61 (L.T.O. Diagrams Nos. 2759 and 6126) and westward along the northern boundary of the latter to Canning Beach road.

About 2r. 6.4p. being resumed from Canning Location 61. (Plan 1D/20, N.E.)

## Melville.

1999/17.

No. 2172: Kintail road (widening):—That portion of Lot 177 of Swan Location 61 abutting on the northern side of the present road from its intersection with the north-western side of Canning highway to the eastern side of Canning Beach road, being portion of the land coloured green on Land Titles Office Diagram No. 11732.

About 7 perches being resumed from Swan Location 61. (Plan 1D/20, S.E.)

## Quairading.

356/39.

No. 2850: Extension:—A strip of land, one chain wide, leaving the terminus of the present road on the north boundary of Avon Location 17704 and extending west along part of said boundary and through Location 23546 to Road No. 3785. (Plan 343B/40, D1.)

## Armadale-Kelmscott.

4046/12.

No. 3055: Deviation:—A strip of land, one chain wide, its southern side starting on the north-eastern corner of Karragullen Lot 38 and extending (as on Plan No. 5319) 302deg. 52min. 9 chains 20.3 links through said lot to rejoin said side of the present road. (Plan Karragullen.)

## Nannup.

3856/22, Vol. 3.

No. 3069: Deviation:—A strip of land, one chain wide, leaving the present road on the south-eastern boundary of Nelson Location 8564 and extending (as shown on Diagram No. 59749) eastward through Locations 8311 and 11069 to rejoin the old road in the latter location.

1a. 0r. 10.7p. being resumed from Nelson Location 8311.

21.6p. being resumed from Nelson Location 11069. (Plan 439A/40, C2.)

## Dowerin.

4751/20.

No. 6432: Widening of part:—Those portions of Avon Locations 6924 and 10515 bounded by lines commencing at the intersection of the western side of the present road with the north boundary of the former location and extending (as shown Diagram 58982) northward 6 chains 80.2 links along said side of road; thence 195deg. 31min. 2 chains 97.7 links, 187deg. 21min. 4 chains 32.4 links, 175deg. 41min. 10 chains 23 links, 150deg. 46min. 3 chains 57.4 links, and 142deg. 20min. 7 chains 69.6 links to said western side of the road and northward along it to the starting point.

5a. 3r. 19p. being resumed from Avon Location 6924.

1r. 31p. being resumed from Avon Location 10515. (Plan 33A/40, A1 &amp; 2.)

## Carnamah.

3910/24.

No. 7464: Deviation:—

1. A strip of land, varying between two chains and three chains, 40 links in width, commencing on the present road in Lot M765 of Victoria Location 2022, 51 chains 34.5 links from the south corner of Lot M759 and extending (as on Diagram No. 60749) southward through Lot M765 to present road in same.

2. That part of Lot M765 bounded by lines starting on the western side of the present road in said lot and extending (as shown on said Diagram) 135deg. 8min. 15 chains 21.4 links and 161deg. 39min. 18 chains 15.2 links along the said side; thence northward along the eastern side of the road along the Midland Railway Reserve for 11 chains 46.4 links; thence 329deg. 1min. 17 chains 42.1 links through said lot to the starting point.

3. The part of said Lot M765 bounded by lines commencing on the western side of the present road in said lot and extending (as shown on said Diagram) 179deg. 30min. 4 chains 66.6 links along said side; thence northward along the eastern side of road along the said railway reserve for a distance of 1 chain 52.8 links; thence 20deg. 7min. 3 chains 20.5 links through said lot to the starting point.

9a. 1r. 12p. being resumed from Victoria Location 2022. (Plan 95/80, A1.)

## Bayswater.

3918/40.

No. 10111: Lincoln road:—A strip of land, one chain wide, leaving Wellington road at the south-western corner of Lot 17 of Swan Location 1214 (L.T.O. Plan No. 166) and extending east along the south boundaries of the said lot and Lots 11, 9, 7, 5, 1 of Block C and Lot 17, 15 13, 11, 9, 7, 5 and 1 of Block A to Napier road.

5a. 0r. 20.2p. being resumed from Swan Location 1214. (Plan 1A/40.)

## Albany.

662/39.

No. 10117: Deviation:—A strip of land, one chain wide (widening at its commencement, in Plantagenet Location 486 and at its terminus) leaving the present road on the south boundary of Plantagenet Location 2924, 10 chains 77.3 links east of road No. 1185 and extending (as shown on Diagram No. 57436) eastward through that location and Location 486 to rejoin the said road on the latter's south boundary. (Plan 457A/40, B1.)

Kellerberrin.

446/39.

No. 10121:—A strip of land, one chain wide (widening at its terminus), starting at the north-western corner of Doodlakine A.A. Lot 20 and extending (as shown on Diagram No. 58886) north-eastward along the northern boundary of the said lot to Baker's road.

2r. 22.6p. being resumed from Doodlakine A.A. Lot 20. (Plan 25/80, C3.)

Kellerberrin.

446/39.

No. 10122: Station street, Doodlakine:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 58886) leaving Levitt street and extending westward to and along the northern side of the station yard to its north-western corner; the station yard reserve is hereby reduced by 22 3/10th perches. (Plan Doodlakine.)

Merredin.

1127/14.

No. 10138:—A strip of land, one chain wide, leaving a surveyed road at the south-west corner of Avon Location 26890 and extending north (as surveyed) along the west boundary of said location to a surveyed road at its north-west corner. (Plan 25/80, F1 & 2.)

Plans and more particular descriptions of the lands so set apart, taken, or resumed may be inspected at the Department of Lands and Surveys, Perth.

By order of His Excellency the Lieutenant-Governor,

F. J. S. WISE,  
Minister for Lands.

## THE ROAD DISTRICTS ACT, 1919-1939.

## Temporary Closure of Road—Woodanilling Road District.

Department of Lands and Surveys,

Corr. No. 5485/97. Perth, 15th January, 1941.

IT is hereby notified, for general information, that the Hon. the Minister for Lands has approved, on the recommendation of the Woodanilling Road Board, of the road hereunder described being temporarily closed under section 152 of the Road Districts Act, 1919-1939, and such road is hereby closed until further notice:—

No. 84: The surveyed road extending along the north and eastern boundaries of Woodanilling Lot 174, between Burt road and Reserve No. 7730 (excepted from sale).

G. L. NEEDHAM,  
Under Secretary for Lands.

## THE ROAD DISTRICTS ACT, 1919-1939.

WHEREAS the IRWIN Road Board, by resolution passed at a meeting of the Board, held at Dongarra on or about the 1st day of April, 1939, resolved to open the road hereinafter described, that is to say:—

11922/06.

No. 178: Widening:—Portion of Victoria Location 2327 bounded by lines commencing on its west boundary 18 chains 89.9 links from its north-west corner and extending (as shown on Diagram No. 60751) 168deg. 23min. 5 chains 8.9 links through said location; thence 340deg. 38min. 3 chains 19.4 links and 1deg. 1 chain 97.2 links along the eastern side of the present road to the starting point. (Plan 124B/40, D1.)

WHEREAS the BROOMEHILL Road Board, by resolution passed at a meeting of the Board, held at Broomehill on or about the 21st day of November, 1940, resolved to open the road hereinafter described, that is to say:—

6676/06.

No. 1227:

Widening of part:—Portion of Kojonup Location 1549 bounded by lines commencing at its south-eastern corner and extending (as shown on Diagram No. 57498) 259deg. 20min. 42.8 links along its southern boundary; thence 8deg. 8min. 6 chains 65.5 links through said location; thence 184deg. 35min. 6 chains 52.9 links along its eastern boundary to the starting point.

Regazettal of part:—A strip of land, one chain wide (widening in parts), leaving the present road on the northern boundary of Reserve No. 19164 and extending (as shown on Diagram No. 57454) south-eastward through said reserve to rejoin the old road at its south-eastern corner. (Plans 436A/40, A1, and Tambellup.)

WHEREAS the MUNDARING Road Board, by resolution passed at a meeting of the Board, held at Mundaring on or about the 31st day of August, 1938, resolved to open the road hereinafter described, that is to say:—

2642/02.

No. 1453: Widening (approach road):—Portion of Lot 265 of Helena Location 20b (L.T.O. Plan No. 4524) bounded by lines commencing at its eastern corner and extending (as shown on L. & S. Diagram No. 59348) south-westward along the north-western side of present road for a distance of 2 chains 94.6 links; thence 34deg. 3 chains 0.5 links through said lot and 135deg. 26min. 48.6 links along its north-eastern boundary to the starting point. (Plan 1C/20, N.W.)

WHEREAS the WILLIAMS Road Board, by resolution passed at a meeting of the Board, held at Williams on or about the 5th day of September, 1940, resolved to open the road hereinafter described, that is to say:—

9472/09.

No. 3772: Deviation:—A strip of land, one chain wide, leaving the present road at the south-eastern corner of Williams Location 13046 and extending north-westward through said location and along the south-western boundary of Reserve No. 18856 and south-westward along the south-eastern boundary of Location 7667 to rejoin the old road at the south-western corner of the last-mentioned location. (Plan 384B/40, E1. & F1.)

WHEREAS the BRIDGETOWN Road Board, by resolution passed at a meeting of the Board, held at Bridgetown on or about the 29th day of August, 1938, resolved to open the road hereinafter described, that is to say:—

2962/11.

No. 4096: Deviation:—A strip of land, one chain wide (widening in part), leaving the present road in Nelson Location 570 at its junction with Road No. 1540 and extending (as shown on O.P. No. 4998) westward through said location to a surveyed road on its west boundary. (Plan 438A/40, A2.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 1st day of July, 1921, resolved to open the road hereinafter described, that is to say:—

3007/14.

No. 5016: Widening:—

(a) Portion of Avon Location 15460 bounded by lines commencing at its south-east corner and extending (as shown on Diagram No. 60262) 269deg. 57min. 4 chains 89.6 links and 359deg. 57min. 1 chain along the northern side of present road; thence 99deg. 35min. 4 chains 96.5 links through said location; thence 180deg. 17 links along its east boundary to the starting point.

(b) Portions of Avon Locations 21487 and 16885 bounded by lines commencing at the former's south-west corner and extending (as shown on Diagram No. 60264) 359deg. 58min. 1 chain along its west boundary; thence 89deg. 57min. 39 chains 56.9 links and 108deg. 28min. 3 chains 14.9 links through said locations; thence west along northern side of present road to the starting point.

(c) Portion of Avon Location 16885 bounded by lines commencing at its south-eastern corner and extending (as shown on Diagram No. 47136 and 60263) 269deg. 57min. 18 chains 76 links along its south boundary; thence 54deg. 13min. 14 chains 31.9 links, 34deg. 36min. 2 chains 33.8 links, 63deg. 14min. 12 chains 50 links, and 90deg. 52min. 6 chains 84.8 links through said location; thence 249deg. 54min. 11 chains 91.8 links and 184deg. 54min. 11 chains 75.5 links along the eastern boundary of said location to the starting point. (Plan 344/80, D3 & E3.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 2nd day of May, 1939, resolved to open the road hereinafter described, that is to say:—

671/15.

No. 5367: Widening:—Portion of Avon Location 15441 bounded by lines commencing at the junction of the north-western side of the present road with its north boundary and extending (as shown on Diagram No. 60267) 244deg. 33min. 14 chains 15.9 links along said side of the present road; thence 41deg. 59min. 8 chains 18.5 links through said location; thence 90deg. 1min. 7 chains 31.1 links along its north boundary to the starting point. (Plan 344/80, E2.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 2nd day of May, 1939, resolved to open the road hereinafter described, that is to say:—

8567/13.

No. 6027:

Extension:—A strip of land, one chain wide, leaving the northern side of present road on the west boundary of Avon Location 25926 and extending (as shown on Diagram No. 60052) south along part of said boundary to the south-west corner of said location.

Widening:—A strip of land, one chain wide (widening at its commencement), leaving the present road at the north-eastern corner of Avon Location 18602 and extending (as shown on Diagram No. 60268) south inside and along its east boundary and continuing to the north-east corner of Location 22486. (Plan 344/80, D4.)

WHEREAS the MUNDARING Road Board, by resolution passed at a meeting of the Board, held at Mundaring on or about the 31st day of August, 1938, resolved to open the road hereinafter described, that is to say:—

2642/02.

No. 6449: Extension:—A strip of land, one chain wide (widening in part) leaving the terminus of the present road on the south-western side of the Eastern Railway reserve in the vicinity of Boya and extending (as shown on Diagram No. 59348) south-eastward and south-westward, passing along part of said side of railway reserve and through Reserve No. 8006 and Helena Location 20b to Boya crescent opposite Approach road. (Plan 1C/20, N.W., D3.)

WHEREAS the ARMADALE-KELMSCOTT Road Board, by resolution passed at a meeting of the Board, held at Armadale on or about the 15th day of October, 1921, resolved to open the road hereinafter described, that is to say:—

5878/21.

No. 6627: Deviation:—A strip of land, one chain wide (widening at its commencement and at terminus), leaving the present road at the north boundaries of Reserve No. 15457 and Karragullen Lot 41 and extending (as shown on O.P. No. 5319) north-eastward outside and along the west and the north-western boundaries of Lot 40 to Road No. 3055. (Plan Karragullen Townsite.)

WHEREAS the BROOMEHILL Road Board, by resolution passed at a meeting of the Board, held at Broomehill on or about the 21st day of November, 1940, resolved to open the road hereinafter described, that is to say:—

4710/23.

No. 7060: Widening:—Portion of Reserve No. 13787 and portion of Peringillup Townsite bounded by lines commencing at the north-eastern corner of the former and extending (as shown on Diagram No. 57498) 198deg. 16min. 7 chains 50.6 links along the western side of the present road; thence 14deg. 40min. 7 chains 26.8 links through said townsite and said reserve and 79deg. 20min. 52.3 links along the latter's northern boundary to the starting point. (Plan Peringillup.)

WHEREAS the DUNDAS Road Board, by resolution passed at a meeting of the Board, held at Norseman on or about the 20th day of September, 1939, resolved to open the road hereinafter described, that is to say:—

5890/23.

No. 7228: Additions:—

(a) Portion of Fitzgerald Location 76 bounded by lines commencing at its north-west corner and extending (as shown on Diagram No. 60881) 90deg. 3min. 10 chains 87.3 links along its north boundary; thence 258deg. 49min. 3 chains 34.5 links, 236deg. 32min. 3 chains 31.8 links, 225deg. 13min. 3 chains 30 links, 212deg. 55min. 3 chains 36.8 links, 192deg. 18min. 3 chains 36.7 links; thence 21min. 10 chains 93.1 links along the west boundary of said location to the starting point.

(b) Portions of Fitzgerald Locations 430 and 683 bounded by lines commencing on the southern boundary of the former location 2 chains 12.2 links from its south-eastern corner and extending (as shown on Diagram No. 60820) 81deg. 54min. 2 chains 2.9 links and 68deg. 39min. 1 chain 32.3 links; thence south-westward

along part of the south-eastern boundary of the latter location and westward along the southern boundary of the former to the starting point.

(c) Portion of Fitzgerald Location 593 bounded by lines commencing at its south-eastern corner and extending (as shown on Diagram No. 60821) 248deg. 25min. 15 chains 1 link, 274deg. 59min. 5 chains 59 links, 221deg. 51min. 5 chains 59 links and 248deg. 25min. 14 chains 30.6 links along the northern side of the present road; thence 64deg. 59min. 4 chains 36.3 links, 53deg. 5min. 15 chains 85.5 links, 83deg. 45min. 15 chains 85.5 links; thence 71deg. 51min. 4 chains 38.6 links to the starting point.

(d) Portions of Fitzgerald Locations 76 and 1482, together with portion of an existing road bounded by lines commencing on the west boundary of the former location 2 chains 26.6 links from its south-west corner and extending (as shown on Diagram No. 60881 and O.P. 5261) 168deg. 9min. 4 chains 28.5 links, 155deg. 19min 14 chains 17.7 links; thence 312deg. 48min. 20 chains 24.1 links, 316deg. 45min. 1 chain 42.3 links; thence 90deg. 4min. 8 chains 97.7 links; thence 21min. 2 chains 26.6 links to the starting point.

(e) Portion of Fitzgerald Location 684 bounded by lines commencing at a point on the southern side of the present road situated 158deg. 28min. 9 chains 95.3 links and 255deg. 32min. 5 chains 73.9 links from the north corner of said location and extending (as shown on Diagram No. 60880) 255deg. 32min. 18 chains 43.3 links, 66deg. 41min. 3 chains 10.5 links, 53deg. 50min. 9 chains 34.6 links; thence 88deg. 36min. 13 chains 15.7 links to the starting point.

(f) Portion of Fitzgerald Location 684 bounded by lines commencing at its northernmost corner and extending (as shown on Diagram No. 60880) 158deg. 28min. 9 chains 95.3 links along its north-eastern boundary; thence 255deg. 32min. 3 chains 76.5 links; thence 345deg. 8min. 8 chains 84.3 links; thence 53deg. 50min. 2 chains 80 links to the starting point. (Plan 392/80, C3.)

WHEREAS the MARRADONG Road Board, by resolution passed at a meeting of the Board, held at Bodington on or about the 8th day of April, 1939, resolved to open the road hereinafter described, that is to say:—

591/39.

No. 7313: Widening of part:—Portion of Wellington Location 1972 bounded by lines commencing on the southern side of the present road in said location 11 chains 11.7 links from its west boundary and extending (as shown on Diagram No. 60780) 82deg. 32min. 1 chain 43.2 links and 121deg. 3min. 2 chains 12.8 links along said side of present road; thence 285deg. 42min. 3 chains 36.9 links through said location to the starting point.

15.2p. being resumed from Wellington Location 1972. (Plan 384A/40, A2.)

WHEREAS the MOORA Road Board, by resolution passed at a meeting of the Board, held at Moora on or about the 3rd day of October, 1940, resolved to open the road hereinafter described, that is to say:—

1749/29.

No. 8160: Extension:—A strip of land, one chain wide, leaving a terminus of present road at the south-west corner of Lot M1431 of Melbourne Location 929 and extending (as shown on L.T.O. Diagrams Nos. 6286, 6288, 6800, 11786, and 7277) east along the south boundaries of Lots M 1431, M 1423, M 1519, and M 1643 of Melbourne Location 929 and south-eastward along part of the northern boundary of Lot M 1500 of Location 931 to a surveyed road along the western side of the Miling Siding. (Plan 63/80, F3 and 64/80, A3.)

WHEREAS the WOODANILLING Road Board, by resolution passed at a meeting of the Board, held at Woodanilling on or about the 2nd day of September, 1938, resolved to open the road hereinafter described, that is to say:—

159/04.

No. 8351: Deviation:—A strip of land, one chain wide, widening in part at the north-east corner of Williams Location 1772 and the south-west corner of Location 867, leaving the present road on the east boundary of Location 1772 and extending (as shown on Diagram No. 60239) north inside and along part of said boundary and west inside along the north boundary of said location to rejoin the old road. (Plan 409C/40, F4.)

WHEREAS the BROOKTON Road Board, by resolution passed at a meeting of the Board, held at Brookton on or about the 4th day of August, 1939, resolved to open the road hereinafter described, that is to say:—

1126/39.

No. 9872:—A strip of land, 50 links wide, its western side commencing on the northern side of Road No. 3185 at the south-western corner of Avon Location 21414 and extending (as shown on Diagram No. 60274) 328deg. 29min. 8 chains 71 links and 320deg. 29min. 5 chains 96.6 links along the western boundary of said location. (Plan 343D/40, A4.)

WHEREAS the MARRADONG Road Board, by resolution passed at a meeting of the Board, held at Boddington on or about the 8th day of April, 1939, resolved to open the road hereinafter described, that is to say:—

591/39.

No. 10059: Deviation of part:—A strip of land, one chain wide (widening at its commencement and terminus), leaving the present road in Wellington Location 1549 8 chains 94 links from its south boundary and extending (as shown on Diagram No. 60777) southward through the said location and Locations 2252 and 2251 to rejoin the old road in the latter. (Plans 384A/40, A2, & 384D/40, A3.)

WHEREAS the NAREMBEEN Road Board, by resolution passed at a meeting of the Board, held at Narembenee on or about the 19th day of July, 1938, resolved to open the road hereinafter described, that is to say:—

811/38.

No. 10067: Deviation:—A strip of land, one chain wide, leaving the present road on the south boundary of Avon Location 24085 and extending (as shown on Diagram No. 58993) west along part of said boundary and north along the west boundary of said location to a surveyed road at its north-western corner. (Plan 5/80, C3.)

WHEREAS the CHITTERING Road Board, by resolution passed at a meeting of the Board, held at Moolibeenee on or about the 8th day of February, 1939, resolved to open the road hereinafter described, that is to say:—

331/39.

No. 10093:—A strip of land, one chain wide, leaving Road No. 1006 at the north-western corner of Lot M1908 of Swan Location 1352 and extending south along the west boundary of said lot (L. & S. Diagram No. 60896) to a north boundary of Lot M1497. (Plan 28/80, D3.)

WHEREAS the PLANTAGENET Road Board, by resolution passed at a meeting of the Board, held at Mt. Barker on or about the 15th day of November, 1939, resolved to open the road hereinafter described, that is to say:—

9688/13.

No. 10100:—A strip of land, one chain wide, commencing at the north-west corner of Plantagenet Location 4796 and extending eastward (as shown on Diagrams Nos. 57138, 57302, and 28095) along the northern boundary of said location and through Location 4867 and continuing east to the south-west corner of Location 1937. (Plan 451/80, B2, C2.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 2nd day of May, 1939, resolved to open the road hereinafter described, that is to say:—

856/39.

No. 10106:—A strip of land, one chain wide, widening at its terminus (as shown on Diagram No. 60264), leaving a surveyed road at the north-west corner of Avon Location 16881 and extending south along the west boundaries of said location and Locations 16885 and 21487 to Road No. 5016. (Plan 344/80, D3.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 2nd day of May, 1939, resolved to open the road hereinafter described, that is to say:—

856/39.

No. 10107:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 60265), leaving Road No. 7181 at the north-west corner of Avon Location 12434 and extending south along the west boundaries of said location and Location 12643 to Road No. 6969 at the latter's south-west corner. (Plan 344/80, F3.)

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

2345/38.

No. 10112:—Deviation:—A strip of land, one chain wide, leaving the present road at the north-western corner of Avon Location 19654 and extending (as shown on Diagram No. 60251) eastward inside and along its northern boundary, and southward inside and along its eastern boundary to Road No. 2746 at its south-eastern corner. (Plan 344/80, C3.)

WHEREAS the CUE Road Board, by resolution passed at a meeting of the Board, held at Cue on or about the 8th day of October, 1937, resolved to open the road hereinafter described, that is to say:—

8896/09.

No. 10118:—A strip of land, 150 links wide, leaving the north-western side of Stewart street, in Cue Townsite, at the southern corner of Reserve No. 7002 and extending north-westward along the south-western boundary of said reserve and to and along the south-western boundaries of Lots 390 to 379, inclusive, and the north-eastern boundaries of Lots 396 to 391, inclusive, to the northern corner of the last-mentioned lot. (Plan Cue.)

WHEREAS the PLANTAGENET Road Board, by resolution passed at a meeting of the Board, held at Mt. Barker on or about the 26th day of February, 1937, resolved to open the road hereinafter described, that is to say:—

552/37.

No. 10119:—A strip of land, one chain wide, leaving a surveyed road at the north-east corner of Lot 733 of Plantagenet Location 15 (L.T.O. Plan No. 4693) and extending south (as shown on Diagram No. 57442) along the east boundaries of Lots 733 and 734, and along the east boundaries of Lots 781 and 782 of Location 16 to Maclagan road, at the south-east corner of the last-mentioned lot. (Plan 445/80, A4.)

WHEREAS the GREENBUSHES Road Board, by resolution passed at a meeting of the Board, held at Greenbushes on or about the 30th day of August, 1940, resolved to open the road hereinafter described, that is to say:—

3170/40.

No. 10123:—A strip of land, one chain wide, leaving Telluride street at the north-western corner of Lot 164, in the Greenbushes Townsite, and extending eastward along the northern boundary of said lot and the northern boundaries of Lots 145, 135, and 179 to the eastern side of Woodward street; thence continuing eastward to and along the north-western boundary of Garden Area No. 55 to the south-western boundary of Garden Area No. 50; thence south-eastward along part of the south-western boundary of Garden Area No. 50 and continuing to Road No. 1369. (Plan Greenbushes Townsite and 414C/40, E4.)

WHEREAS the DARLING RANGE Road Board, by resolution passed at a meeting of the Board, held at Kalamunda on or about the 16th day of August, 1940, resolved to open the road hereinafter described, that is to say:—

2908/40.

No. 10124:—A strip of land, one chain wide, leaving a surveyed road at the north-western corner of Canning Location 870 and extending south along part of its west boundary, west along the north boundaries of Lots 845 and 846, and south along the west boundary of the last-mentioned location to a surveyed road at its south-western corner. (Plan 1C/40, E4.)

WHEREAS the WOODANILLING Road Board, by resolution passed at a meeting of the Board, held at Woodanilling on or about the 2nd day of September, 1938, resolved to open the road hereinafter described, that is to say:—

159/04.

No. 10125:—A strip of land, one chain wide, widening at its terminus (as shown on Diagram No. 60239) leaving a surveyed road at the north-west corner of Williams Location 694 and extending south along its west boundary to Road No. 8351 at its south-west corner. (Plan 409C/40, F4.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 2nd day of May, 1939, resolved to open the road hereinafter described, that is to say:—

856/39.

No. 10127:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 60261), leaving a surveyed road at the south-west corner of Kunjin Agricultural Area Lot 102 and extending north along the west boundaries of said lot and Lots 22, 21, and 133 to Road No. 2746 at the north-west corner of the last-mentioned. (Plan 344/80, B3 & 4.)

WHEREAS the WILLIAMS Road Board, by resolution passed at a meeting of the Board, held at Williams on or about the 4th day of September, 1940, resolved to open the road hereinafter described, that is to say:—

3243/40.

No. 10129:—A strip of land, one chain wide, commencing on the north boundary of Wellington Location 3972 about 1 mile from its north-west corner and extending northward (passing over Crown lands) to the southern side of Road No. 58 on the southern boundary of Location 3979 about 20 chains westward from Survey Mark W9. (Plans 384C/40, D4, and 410B/40, D1.)

WHEREAS the CORRIGIN Road Board, by resolution passed at a meeting of the Board, held at Corrigin on or about the 2nd day of May, 1939, resolved to open the road hereinafter described, that is to say:—

856/39.

No. 10130:—A strip of land, one chain wide (widening at its commencement and terminus as shown on Diagrams Nos. 60265 and 60266), leaving Road No. 6969 at the north-west corner of Avon Location 13752 and extending south along the west boundaries of said location and Location 14915 to a surveyed road at latter's south-west corner. (Plan 344/80, F3.)

WHEREAS the DRAKESBROOK Road Board, by resolution passed at a meeting of the Board, held at Waroona on or about the 10th day of August, 1940, resolved to open the road hereinafter described, that is to say:—

2869/40.

No. 10131:—A strip of land, one chain wide, commencing at the south-west corner of Murray Location 168 and extending south-eastward through State Forest No. 14 to the north-east corner of Location 314; thence south (as shown Diagram 43799) along part of the east boundary of the latter location to the south-west corner of Location 1257; thence again south-eastward to Road No. 1447 in said State Forest. (Plans 383A/40, C1 and 383B/40, D1.)

WHEREAS the AUGUSTA-MARGARET RIVER Road Board, by resolution passed at a meeting of the Board, held at Margaret River on or about the 24th day of November, 1939, resolved to open the road hereinafter described, that is to say:—

2167/39.

No. 10132:—A strip of land, commencing one chain wide and widening to two chains, leaving a surveyed road at the north-eastern corner of Reserve No. 1862 and extending (as shown on Diagram No. 59751) south-eastward, passing along parts of the western boundary of Location 2927 and through Forestry Reserve 60/25 and along the western boundary of Location 3782 and part of the western boundary of Location 2926 to a point 5 chains 69.1 links from the north-western corner of the last-mentioned location. (Plan 440A/40, B1.)

WHEREAS the ALBANY Road Board, by resolution passed at a meeting of the Board, held at Albany on or about the 25th day of January, 1940, resolved to open the road hereinafter described, that is to say:—

4337/98.

No. 10133:—A strip of land, one chain wide, leaving Road No. 1079 on the southern boundary of Plantagenet Location 517, 285deg. 44min. 11 chains 20.5 links and 205deg. 6min. 1 chain 28.2 links from its south-east corner and extending (as shown on Diagram No. 57475) westward through said location to rejoin Road No. 1079 on its southern boundary. (Plan 451/80, D4.)

WHEREAS the ALBANY Road Board, by resolution passed at a meeting of the Board, held at Albany on or about the 21st day of September, 1939, resolved to open the road hereinafter described, that is to say:—

1796/39.

No. 10134:—A strip of land, one chain wide (widening at its commencement), leaving Road No. 7351 in Plantagenet Location 2368, 7 chains 99.2 links from its junction with the eastern boundary of said location and extending (as shown on Diagram No. 57476) south-eastward through location aforesaid and Locations 2576 and 2577 to Road No. 6347 on the south boundary of the last-mentioned location. (Plan 456B/40, E1.)

WHEREAS the CUBALLING Road Board, by resolution passed at a meeting of the Board, held at Cuhalling on or about the 19th day of December, 1939, resolved to open the road hereinafter described, that is to say:—

2376/39.

No. 10135:—A strip of land, one chain wide (widening in part in Williams Locations 6190 and 4443, as shown on Diagram No. 60276), leaving a surveyed road at the south-eastern corner of Williams Location 3120 and extending westward and south-westward, passing along the southern boundary of said location and along the southern boundary of and through Location 4244 and through Locations 6191 and 6189 and along the southern boundaries of Locations 6190, 3228, and 4442, and through Locations 4443 and 4134, and along the southern boundaries of Popanyinning Lots 108 and 109, 120, 119, 118, 117, 116, and 201 to Bridge street. (Plan 378D/40, C3, and Popanyinning Townsite.)

WHEREAS the WEST ARTHUR Road Board, by resolution passed at a meeting of the Board, held at Darkan on or about the 21st day of November, 1938, resolved to open the road hereinafter described, that is to say:—

2111/36.

No. 10136:—A strip of land, one chain wide (widening at its terminus, as shown Diagram 60903), commencing at the south-east corner of Wellington Location 1641 and extending north along its east boundary and the east boundary of Reserve 16796 to a surveyed road along the southern side of the Bowelling Station Yard. (Plans 410D/40, C3, and Bowelling Townsite.)

WHEREAS the GNOWANGERUP Road Board, by resolution passed at a meeting of the Board, held at Gnowangerup on or about the 6th day of November, 1923, resolved to open the road hereinafter described, that is to say:—

6686/23.

No. 10137:—A strip of land, one chain wide, leaving House street at the south-western corner of Lot 1, in the Kebaringup Townsite, and extending westward along the northern side of the railway reserve to the townsite boundary, continuing westward (as shown Diagram 57457) inside and along part of the southern boundary of Plantagenet Location 2594 to a surveyed road at its south-west corner. (Plans Kebaringup Townsite and 436B/40, F2.)

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, 1919-1939, subject to the provisions of the said Act.

Dated this 14th day of January, 1941.

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.
1940. Dec. 31	Forests Department, Kalgoorlie— New Cottages (9130)	1941. (2.30 p.m. on Tuesday) 21st January ...	Contractors' Room, Perth; and Public Works Department, Kalgoorlie, on and after Tuesday, the 7th January, 1941.

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 may be seen.
Kanowna School Quarters ... ..	1941. (2.30 p.m. on Tuesday) 4th February ...	Contractors' Room, Public Works Department, Perth; Public Works Department, Kalgoorlie.
Kanowna School ... ..	4th February ...	Contractors' Room, Public Works Department, Perth; Public Works Department, Kalgoorlie.
Watermoor School ... ..	4th February ...	Contractors' Room, Public Works Department, Perth; Police Station, Busselton; Public Works Department, Bunbury.
Brookhampton School ... ..	4th February ...	Contractors' Room, Public Works Department, Perth; Police Station, Donnybrook; Public Works Department, Bunbury.
(a) Canning Locations 257, 647, 120, and part 587; (b) Any one or more of the locations	18th February ...	Contractors' Room, P.W.D., Perth.

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, 8th January, 1941.

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

ELECTRICITY ACT, 1937.

Subiaco Municipality—Electricity Supply Department—  
Service Rules and Regulations.

P.W. 941/40.

WHEREAS by the Electricity Act, 1937, a Local Authority may, with the approval of the Minister, make by-laws to have effect within the limits of its district, and whereas the Subiaco Municipality in pursuance of the powers vested in the said Municipality under and by virtue of the said Act and of every other authority enabling it in that behalf, doth hereby make and publish the following by-law:—

1. Application for connection.—Application for service connection must be made on the form provided, which must be signed by the applicant or some person duly authorised by him. The making of the application or the paying of a deposit shall not bind the Council to give supply until the application has been approved by or on behalf of the Council. The Council will make every effort to make early connection and give supply as soon as possible after an application has been approved and the necessary installation has been completed by the consumer to the satisfaction of the Council, but shall not be responsible for any delay occasioned in so doing arising from any cause whatsoever.

2. Security.—The Council will require a security deposit from each consumer, in such an amount as the Council may consider sufficient, with a minimum of £1. Interest at 3 per cent. per annum (simple) will be allowed on deposits of £1 and over, provided that the deposit has been held for at least twelve months, and the consumer has not been in arrears in payment at any time, and will be payable when the account is closed; except on deposits of £5, and over, in which case a cheque for interest is posted to the depositor every two (2) years.

3. Accounts.—Accounts will be rendered weekly, monthly, or quarterly, at the option of the Council, and at the ruling rates for the district in which the service is rendered, and must be paid on or before the prescribed date. If not paid at the Council office on or before the date, the right is reserved to cut off and discontinue the supply without further notice.

4. System.—Electricity will be supplied by the Council within the Subiaco Municipality, where distribution mains are installed or in accordance with rule 42. The Council will supply under the A.C. system for lighting and motors not exceeding 2 h.p. at 250 volts S phase. Motor exceeding 2 h.p. except with the written consent of the Council at 440 volts, 3 phase.

5. Wiring of installation.—All wiring fittings and apparatus of installations shall be in accordance with the Wiring Rules of the Standards Association of Australia and shall comply with regulations under the Electricity Act, 1937, and with the regulations of the Public Works Department and with these by-laws. No connection will be made in the case of new installations until a certificate is received from the licensed installer in such manner as may be prescribed in regulations made under the Electricity Act, and the installation is found to be in order.

6. Additions to installations.—When first connected the consumer shall supply the Council with full details of all apparatus connected or proposed to be connected to the circuits. No additional loading shall be placed on any of the circuits until the Council has been notified.

7. The consumer shall be responsible for any damage caused to meters or other property of the Council caused through overloading of which the Council has not had previous notification and such consumer shall be liable to disconnection.

8. Position of service leads, fuses, etc.—The Council will decide as to the most suitable position for fuses, circuit breakers, indicators, and meters and termination of service leads.

The position of service fuses will be as near as possible to the point where the mains touch the building, but one in which they may be reached by a short ladder for replacing fuses. Service fuses shall be of an approved type and unless weatherproof must have weatherproof protection.

9. Consumer's main switch and fuses.—The Council will provide and fix the meter board and meter at the position agreed upon, to which the consumer must bring his mains and provide on his side of the meter a main switch and fuses as follows:—

- (a) D.P. linked switch for single phase supply.
- (b) T.P. linked switch for three phase supply.
- (c) Four pole switch or equivalent for three phase four-wire supply.

In cases where the consumer's main switches and fuses are, with the Council's consent, fixed on the supply side of the meter, they shall be ironclad and suitable for sealing with the Council's seal. The Council will determine the method of metering the supply and type of main control switch required.

10. Capacity of main switches.—The foregoing switches shall be of ample capacity and of approved design. Sufficient length of wire shall be left by the consumer to connect to the Council's meter.

11. Consumer's terminals and mains.—Unless specially approved by the Council, the point of attachment shall be as high as conveniently possible, but not higher than the second storey of a multiple storey structure.

The consumer's mains shall be of sufficient length to allow of their ends being properly connected to the aerial leads at the point of attachment. Loops shall be left on the mains for the insertion by the Council of its meters, cut-outs or other apparatus.

At the point of attachment the consumer's mains shall be provided with a suitable bellmouth or other approved fitting. Porcelain bushes will not be permitted.

12. Meters and meter boards.—(a) The consumer or contractor shall consult the Council as to the position of the meter-board, which must be fixed in a position approved by the Council, protected from the weather, out-of-doors or elsewhere accessible to the Council employees at all reasonable times.

(b) In large buildings all circuits must be brought to one or more central points, as may be arranged with the Council where the circuits will enter and the necessary meter or meters be placed. The Council will not supply meters promiscuously throughout buildings.

(c) In cases where a building is let in single rooms or groups of offices or flats the Council will only instal one set of meters and supply current to the building as a whole with the landlord or chief tenant as consumer.

(d) The Council will, if requested in such cases, supply to the landlord at a rental meters required by the landlord for metering the supply to the various tenants, and will if desired, without extra charge, read such meters at the same time as the master meters are read, and supply the readings to the landlord so that he can bill the current up to his various tenants, provided that the sub-meters are suitably grouped at the master meter position and a book is left at the meter for the insertion of readings. In all such cases the landlord must charge the tenants the same meter rental as charged to him and the same tariff for the electricity used as the tenants would pay if supplied direct by the Council.

13. Fixing the leads in fuses, meters, etc.—Only an employee of the Council may insert the ends of the consumer's wiring into any service fuse, meter, indicator, current limiter, or other device, the property of the Council.

14. Property.—The service mains and fuses, meters, and apparatus supplied and fixed by the Council on the consumer's premises shall remain the property of the Council.

15. Nature and protection of consumer's mains.—The consumer's main switchboard may be placed in any convenient position on his premises. The conductors between the point of attachment and the consumer's main switch shall be equivalent to C.M.A. 250-volt grade insulation without joints enclosed in steel conduit screwed

if exposed to weather, shall be stranded and of adequate sectional area, which in no case shall be less than that of a 7/.036 in. cable.

16. Fuses.—The fuses fixed by the Council on the mains side of the meter may or may not be sealed by the Council but they shall not in any case be interfered with by the consumer, who must provide suitable fuses on the load side of the consumer's main switch.

17. Inspection of installation.—Before any installation is connected to the supply mains and before alterations or additions to an installation are connected, they must be inspected by the Council once free of charge. If defective, connection will not be made until the defect is remedied and a minimum charge of five shillings will be made for the second inspection, and ten shillings each for any subsequent inspections.

18. Service leads—aerial.—The Council will take its aerial service line to the point of attachment where the point of attachment is not a greater distance than 60 ft. from the point where the service line would cross the street alignment boundary, where the distance is greater than 60 feet the Council may insist upon the consumer installing his own aerial line from the distance of 60 ft. to the approval of the Council.

Where the Council carries out the installation the cost of same will be charged to the consumer beyond the said distance of 60 ft.

18A. Service leads (underground).—Where the Council considers it necessary to instal underground service cable to the consumer's terminals the cost of same will be charged to the consumer as from the building alignment boundary. Where the consumer has requested that the service cables to the consumer's terminals be installed underground and the Council has approved of same the Council will charge to the consumer the cost of same as from the point of connection to the consumer's terminals.

19. Conductors not to be earthed.—Except where the M.E.N. system is used no conductor in a consumer's installation other than an earth conductor shall be connected to earth and all conductors shall be equally insulated as provided in the wiring rules of the Standards Association of Australia.

No supply will be given to installations wired on the concentric system using an uninsulated "outer" conductor.

19A. Switches to be on non-earthed conductors.—The ends of the non-earthed conductors to which all single pole switches must be connected in accordance with the wiring rules of the Standards Association of Australia, shall be labelled "Switch-wire" in order that the Council may correctly connect the consumer's leads to the service leads.

20. Balancing Circuits.—Circuits must be arranged as follows:—

Circuits taking less than 15 amps. may be taken off one phase (two wires).

Circuits taking more than 15 amps. must be divided into two approximately equal circuits and taken off two phases (three wires).

Circuits taking more than 30 amps. must be divided in three approximately equal parts and taken off three phases (four wires).

In all cases a separate linked switch must be provided on each supply.

Lighting load on one phase must not be balanced against the power load on another, unless lighting and power load are each less than 15 amps.

The Council must be consulted as to the number of phases to be used.

20A. Balancing circuits.—Circuits may be arranged as follows:—

Where the total loading of the installation does not exceed 15 amps. supply shall be given from one outer and neutral.

Where the loading exceeds 15 amps. the supply shall be given from the two outers and neutral.

21. Separate supplies for lighting and power.—Where it is required to provide for the separate metering of current supplied at different rates, the installation shall be divided into separate and distinct circuits, which must not be bunched, and all wall plugs, connectors, and the

like shall be of such different types that it shall not be possible to connect apparatus chargeable at a certain rate to any part of the installation conveying current chargeable at a lower rate.

No lampholder shall be connected to any circuit, the supply to which is given at power or heating rates, except, (as provided in the wiring rules of the Standards Association of Australia) in the case of pilot lamps, which, however, shall be fitted with miniature screw base sockets, and shall be so installed as to render it impossible to use them for general illuminating purposes.

22. Current used indirectly for lighting.—Current used indirectly for lighting purposes by the interposition of motor generators, batteries, etc., shall be chargeable at lighting rate.

23. All applications must state clearly the nature and number of the consuming devices and the current taken by each, such as:—

1. Number of lamps and wattages of each.
2. Number of motors and horse power of each.
3. Number of other current consuming devices, radiators, toasters, kettles, ovens, cooking ranges, vacuum cleaners etc., and current rating of each.

24. Motors.—Motors up to 2 h.p. may be single phase and with special permission from the Council larger single phase motors of approved type may be installed, but the Council reserves the right not to connect any single phase motor larger than 2 h.p.

All motors over 2 h.p. unless approved as above must be three phase.

25. Starting current of A.C. motors.—Motors shall be of such a type and provided with suitable starting gear, so that the maximum starting current, as measured with locked rotor, shall not exceed the following:—

- (a) Single phase 250-volt motors up to and including 2 h.p. . . . 18 amps.
- (b) Three phase motors 440 volts, motors not exceeding 2 h.p. . . . 13 amps.  
Motors exceeding 2 h.p. but not exceeding 8 h.p., 6.5 amps. per h.p.  
Motors exceeding 8 h.p., 2.4 amps. per h.p., plus 33 amps.

It should be distinctly understood that in all cases, in the outlying areas, the matter should be referred to the Council to see whether there is a suitable supply for the motor load.

26. Power factor of motors.—The power factor of A.C. motors shall at full rated load be not less than the following:—

	Per cent.
Motors not exceeding 2 B.H.P. . . . .	75
Motors 2 B.H.P. to 8 B.H.P. . . . .	80
Motors 8 B.H.P. to 25 B.H.P. . . . .	84
Motors exceeding 25 B.H.P. . . . .	86

Other apparatus.—The power factor of A.C. welders, luminous discharge tube lighting installations and the like shall not be less than 0.8.

27. Motors with pulsating loads.—Motors for driving reciprocating pumps, refrigerators, air compressors or other pulsating or irregular loads, may be required to be fitted with a fly-wheel or other device, so that, when driving is normal the load current taken by the motor does not fluctuate more than plus or minus 10 per cent., of the mean load current.

28. Other electrical apparatus.—Proposed installations and apparatus for use in heating and cooking, including water heating, must be approved by the Council before installation and will not be connected unless so approved, and if connected without such approval, the consumer will be disconnected.

29. Water heaters.—Water heaters will not be connected if the current required is greater than, for connection to:—

	Amperes.
The 250-volt service . . . . .	15
The three-phase 440-volt service . . . . .	12

The maximum current taken by any electric cooker, heater or radiator, shall not exceed:—

	Amperes.
When connected to a single phase (2-wire service) . . . . .	15
When connected to two phases (3-wire service) . . . . .	30

If the maximum current can exceed 30 amps. it must be connected to a 3-phase (4-wire) service, and balanced as nearly as practicable.

Such apparatus will only be connected where the mains are large enough to carry the current required without adversely affecting the supply to other consumers, and inquiry should be made as to whether apparatus will be connected before it is purchased or installed to avoid disappointment. For continuous water heaters, special rates and conditions apply which will be supplied on application.

30. Interference with supply to other consumers.—Before a consumer purchases electrical apparatus such as welders, furnaces, X-ray outfits, and the like, or apparatus which takes heavy or fluctuating loads, he shall submit to the Council full particulars of such apparatus, and the Council will advise if such apparatus will be connected to the supply mains.

Such apparatus will only be connected where the mains are large enough to carry the current required without adversely affecting the supply to other consumers, and provided such apparatus has been approved by the Council.

In the event of a consumer operating any such apparatus aforesaid or any lift or motor in such a manner as shall, in the opinion of the Council, interfere with the supply to other consumers, the Council may call upon him to make such necessary adjustments or alterations and to so operate the apparatus as shall in the opinion of the Council ensure that the supply to other consumers be not interfered with, and in the event of his failing to do so the Council may cut off the supply of electricity to him. The fact that the Council shall have connected and approved of the apparatus aforesaid shall not be taken to exempt the consumer from the operation of this clause.

31. Special lighting and power for temporary or special services.—Special lighting or power, such as ovens, wet premises, outdoor displays, illuminations, lighting or power of a temporary nature, or where the conditions are unusual, must be discussed with the Council before the installation is made and approval obtained before the work will be connected.

32. Sub-meter rental.—A rental charge at the Council's fixed rates will be made for all sub-meters supplied.

33. Minimum charge.—A minimum charge of one shilling and eightpence per month, in addition to sub-meter rental, will be made whether electricity to that amount is used or not.

34. Meter readings.—The reading of the meter or other measuring device provided by the Council shall be taken as prima facie evidence of the quantity of electricity consumed. If the meter or other measuring device fails to register, or is found to be inaccurate, the account for the period since the last account was rendered shall be adjusted at the option of the Council upon the basis of:—

- (a) The account rendered to the consumer for the corresponding period of the previous year.
- (b) The account for the last preceding period, a reasonable allowance being made for any known variations in the demand.
- (c) The test certificate of the meter.

35. Testing of meters.—The Council shall have the right to test meters at any time, and adjust the consumption for the current period on such test. The cost of testing such meter shall be borne by the Council, unless the meter is tested on the complaint or at the request of the consumer in which case a testing fee of five shillings shall be paid before the meter is tested. If it is found on testing that the meter is more than two per cent. fast, a refund of the testing fee above will be made to the consumer. Meters will be considered correct if, on testing, they are found to register within two per cent. of the Council's standards, and no adjustments of accounts will be made. All outstanding accounts must be paid before the test is made.

36. Apparatus, interruptions, responsibility.—The Council:—

- (a) Shall have the right at all reasonable times to enter the premises of the consumer to inspect and test the installation and the Council's meter and to remove any of the Council's property.

- (b) May at any time interrupt the supply to make tests, alterations, or repairs to the Council's system, or for any other purpose.
- (c) Shall not be responsible or liable for any injury, damage or loss of any kind to the person, property, or business of the consumer, or to the consumer's lamps or apparatus, resulting from fire or otherwise, through the supply of electricity or through interruptions or defects of supply due to storm, accident, or breakdown of plant or mains or force majeure.
37. Disconnection.—The Council shall have the right to disconnect the consumer without notice if—
- The consumer is in arrears in payment of account.
  - The consumer's installation is faulty.
  - The consumer uses the service in a way that interferes with the general supply to other consumers.
  - The consumer uses apparatus not authorised by the Council.
  - The consumer connects increased load without first obtaining the consent of the Council.
  - The consumer interferes with the seals, fuses, meters, or other apparatus the property of the Council.
  - The consumer becomes bankrupt or assigns his estate for the benefit of his creditors.
  - The consumer fails to conform to the Council's regulations in any way.
38. Reconnection.—If the supply is disconnected for any of the above reasons, a charge of five shillings will be made, and must be paid before reconnection.
39. Termination of connection.—The consumer shall give the Council at least three days' notice in writing of desire to terminate and shall be responsible for all current used until the expiration of such notice.

40. Consumer's liability for loss.—The consumer will be held responsible for loss by fire, damage, or theft of the meters or other apparatus hired from or loaned by the Council on the consumer's premises, or which may be on the consumer's premises in connection with the supply of current to the consumer. The consumer should insure all the Council's property on the consumer's premises against fire.

41. Complaints.—All complaints as to defective service or accounts must be made to the Council's office and every effort will be made to rectify same as promptly as possible, but the Council will not be held responsible for any delay which may occur, as it is sometimes impossible to attend to all complaints immediately they are received. Although every attention will be given to telephone or verbal complaints, as these often miscarry the Council requests that all complaints should be made in writing.

42. Extension of mains.—If the supply to a proposed consumer necessitates the extension of the distributing mains the Council may refuse to carry out such extension, but arrangements may be made to extend the mains if the Council approves, by the prospective consumer paying the cost of such extension or a proportion thereof.

43. Alteration of system.—Alteration to the system of supply will not be made until reasonable notice has been given and then only after the proposal has been submitted to the Electricity Advisory Committee, constituted under the Electricity Act, 1937.

44. Penalties.—Any penalties imposed for breach of these regulations shall be as provided in the Electricity Act, 1937.

Passed by the Council of the Subiaco Municipality this 8th day of October, 1940.

Approved—  
 E. H. GRAY,  
 Acting Minister for Electricity.  
 W. RICHARDSON,  
 Mayor.

E. J. McCORMACK, Town Clerk.

### THE ROAD DISTRICTS ACT, 1919-1939.

Greenough Road Board—Preparation of Electoral Lists, etc.

Department of Public Works,  
 P.W. 1527/22. Perth, 16th January, 1941.  
 ACTING under section 55 of the Road Districts Act, 1919-1939, I, Harold Millington, the Minister for Works, do hereby order and direct that the Greenough Road Board, having failed to make out lists of all owners of rateable land in the district on the date specified by the said Act, is hereby empowered to complete the lists on the 1st day of February, 1941, and that the dates for the revision of the Electoral Lists and Rolls of the said Road Board shall be as set out hereunder:—

Exhibition of Lists—1st February, 1941;  
 Last day for receipt of Claims and Objections—8th February, 1941;  
 Exhibition of List of Claims and Objections—8th February, 1941;  
 Holding of Revision Court—22nd February, 1941.  
 Signing of Rolls—26th February, 1941.

(Sgd.) H. MILLINGTON,  
 Minister for Public Works.

### THE ROAD DISTRICTS ACT, 1919-1939.

Canning District Road Board.

IT is hereby notified, for general information, that Cyril Lewis, of Wharf street, Cannington, has been appointed to act temporarily as Pound-keeper of the Canning District Pound and Ranger to the Canning District Road Board, during the absence on leave of Robert Fleming, Pound-keeper and Ranger; appointment to date from 13th January, 1941.

GEO. H. WILSON,  
 Chairman.  
 Cannington, 15th January, 1941.

### THE ROAD DISTRICTS ACT, 1919-1939.

Gosnells Road Board—Bathing By-law.

WHEREAS under the Road Districts Act, 1919-1939, section 204, paragraph 31, the Road Board of any District is empowered to make by-laws relating to bathing, the Gosnells Road Board, in pursuance of the powers vested in the said Board, under and by virtue of the said Act, doth hereby make and publish the following by-law:—

No person shall use any portion of the Nicholson Road Bridge for the purpose of bathing therefrom.

Penalty £5 (Five pounds).

Made and passed by the Gosnells Road Board at a meeting held on the 13th day of May, 1940.

E. PHILLIPS,  
 Chairman.  
 RICHARD RUSHTON,  
 Secretary.

Recommended—

H. MILLINGTON,  
 Minister for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 19th day of December, 1940.

(Sgd.) L. E. SHAPCOTT,  
 Clerk of the Council.

### ROAD DISTRICTS ACT, 1919-1939.

Kulin Road Board.

Department of Public Works,  
 P.W.W.S. 38/26. Perth, 16th January, 1941.  
 IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved, under the provisions of section 170 of the Road Districts Act, 1919-1939, of Government Tank No. 423, situate on Location 12625, being placed under the control and management of the Kulin Road Board, to the intent that it be maintained by the said Board for a public water supply under the provisions of paragraph (4) of section 162 of the said Act.

(Sgd.) W. S. ANDREW,  
 Under Secretary for Public Works.

METROPOLITAN WATER SUPPLY, SEWERAGE,  
AND DRAINAGE DEPARTMENT.

M.W.S. 667/40.  
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:—

Perth Municipality.

1277/40.—Hill View terrace, from Albany road to Lot 1—South-westerly.

Perth Road District.

1423/40.—Waterloo street, from Lot 128 to Lot 127—Northerly.

1359/40.—Hancock street, from Lot 909 to The Arcade—Southerly; The Arcade, from Hancock street, to Lot 912—Westerly.

1226/40.—Wilberforce street, from Lot 77 to Lot 78—Easterly.

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 lauds within rateable distance thereof.

Dated at Perth this 17th day of January, 1941.

J. C. HUTCHINSON,  
Under Secretary.

ERRATUM NOTICE.

Metropolitan Water Supply,  
Sewerage and Drainage Department,

M.W.S. 692/24. Perth, 13th January, 1941.  
FIGURE "6," appearing in the third last line of Order in Council on page 27 of *Government Gazette* of 10th January, 1941, relating to North Perth Stormwater Drainage, should read "6532."

J. C. HUTCHINSON,  
Under Secretary.

MUNICIPALITY OF NARROGIN.

Extraordinary Elections.

NOTICE is hereby given that separate extraordinary elections of Councillors will be held on Saturday, the 1st day of February, 1941, to fill each of several vacancies caused by the resignations of each of the following Councillors:—John Elliott Farr, William Allen Manning, Hugh Marsh, John McLean, Albert Henry Quinn, and Edward Henry Wright; Saturday, the 18th of January, has been appointed Nomination day.

J. P. MYERS,  
Returning Officer.

CRANBROOK ROAD BOARD.

Appointment of Pound-keeper.

IT is hereby notified, for public information, that Mr. Alfred J. Gardiner has been appointed District Ranger and Pound-keeper for the Cranbrook Road District.

By Order of the Board,

C. C. WILSON,  
Secretary.

MOORA ROAD BOARD.

IT is hereby notified, for general information, that George Murray, at Moora, and William John Ashby, at Watheroo, have been appointed Pound-keepers for the Moora Road Board District.

By Order of the Board,

E. A. P. TIMMS,  
Secretary and Engineer.

8/1/1941.

P.W. 904/39; Ex. Co. No. 121.

PUBLIC WORKS ACT, 1902-1933.

LAND RESUMPTION.

*Bridgetown-Wilgarrup Railway Extension—Deviation at Yornup with Road Diversion.*

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Nelson District—have, in pursuance of the written approval and consent of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 16th day of January, 1941, been set apart, taken or resumed for the purposes of the following public work, namely:—Bridgetown-Wilgarrup Railway Extension, Deviation at Yornup with road diversion, and that the portion of the road, street or thoroughfare referred to in such Schedule, and which is by this notice so set apart, taken or resumed, is wholly closed and has ceased to be a public highway.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan P.W.D., W.A., 29310 (L.T.O. 5975), which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan, P.W.D., W.A., No. 29310	Owner or Reputed Owner.	Description.	Area.
1	William Dalziel Farquhar ... ..	portion of Nelson Location 1771 (Certificate of Title Volume 988, Folio 141)	a. r. p. 0 1 27
2, 3, 4, 5, and 6	Samuel Albert Sawyer ... ..	portions of Nelson Location 1293 (Certificate of Title Volume 1001, Folio 416)	6 3 8.9
7	Crown ... ..	portion of road ... ..	0 0 38.3
8	John Joseph Barnes ... ..	portion of Nelson Location 1398 (Certificate of Title Volume 623, Folio 37)	5 3 38

Certified correct this 15th day of January, 1941.

H. MILLINGTON,  
Minister for Works.

JAMES MITCHELL,  
Lieutenant-Governor in Executive Council.

Dated this 16th day of January, 1941.

THE WATER BOARDS ACT AMENDMENT ACT,  
1918.

Carnarvon Water Board.

P.W.W.S. 46/37.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of 3s. in the pound on the annual rateable value of rated land in the Carnarvon Water Area being made and levied by the Carnarvon Water Board for the year ending the 31st day of December, 1941.

W. S. ANDREW,  
Under Secretary for Water Supply.

THE WATER BOARDS ACT AMENDMENT ACT,  
1918.

Wagin Water Area.

P.W.W.A. 799/37.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of 2s. 6d. in the pound on the annual rateable value of the land rated being made and levied in the Wagin Water Area for the year ending the 31st October, 1941.

W. S. ANDREW,  
Under Secretary for Water Supply.

## THE WATER BOARDS ACT, 1904.

Water Rate in the Moora Water Area.

NOTICE is hereby given that the Rate Book for the year ending 31st October, 1941, 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,

(Sgd.) A. B. GLOSTER,  
Chairman.

7/1/1941.

Notice of Rate in the Moora Water Area.

Notice is hereby given that, under the powers conferred by the above-mentioned Act, the Moora Water Board has ordered a rate of two shillings and ninepence in the pound annual value, for the Water Area, to be made and levied for the year ending 31st October, 1941, 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 an 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,

(Sgd.) A. B. GLOSTER,  
Chairman.

7/1/1941.

## GOVERNMENT RAILWAYS ACT, 1904-1939.

Western Australian Government Railways,

Commissioner's Office,

Perth, 3rd January, 1941.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to the provisions of the Government Railways Act, 1904-1939, has been pleased to approve of the amendment by the Commissioner of Railways, acting pursuant to section 23 of the said Act, of the regulations for organising, classifying, and paying the Heads of Branches and Subheads of the Government Railways, as published in the *Government Gazette* on the 24th day of December, 1925, and amended by notice published in the *Gazette* from time to time thereafter, in the manner set forth in the Schedule hereunder, and to declare that such amendment shall have effect and be deemed to have had effect as from and including the 1st day of November, 1940.

J. TOMLINSON,  
Secretary for Railways.

## Schedule.

Clause 14 of the above regulations, as inserted by notice published in the *Government Gazette* on the 16th day of August, 1929, and amended by notice published in the *Government Gazette* from time to time thereafter, is amended:—

- (a) by deleting from the section headed "Subheads" the positions of—  
Assistant Chief Traffic Manager and District Traffic Superintendent, Metropolitan Area, 3rd Class.  
Chief Clerk and Claims Agent, Traffic Branch, 4th Class.  
Advertising Agent, Secretary's Branch, 5th Class.  
Officer-in-Charge, Commercial, Freight and Fares Section, Secretary's Branch, 5th Class, and
- (b) by inserting in the said section the positions of—  
Assistant Secretary for Railways 3rd Class.  
Commercial Agent, Secretary's Branch, 3rd Class.  
Chief Clerk, Traffic Branch, and District Traffic Superintendent, Metropolitan District, 4th Class.

## WESTERN AUSTRALIAN GOVERNMENT RAILWAYS.

CA/G. 9117 (10); R. 75/39.

IT is notified, for general information, that with the approval of the Minister, as required by section 22 of the Government Railways Act, 1904-1933, the following alterations and additions have been made to the scales of charges now appearing in the Goods Rates Book dated 1st March, 1935:—

## Goods Rates Book.

Page 120: from 29-11-40: Private Companies' Lines—Bunning Bros.; Argyle; Alter mileage to 1.

Page 130: from 13-12-40: Vehicles—Insert:—Motor cars (any weight) railed from Perth to Albany up to 14th April, 1941, will be charged £4 10s. for return journey, providing the owner of the car is the purchaser and in possession of two (2) adult return tickets from any suburban station to Albany.

Page 134: from 13-12-40: Insert:—Special light cinder brick ex State Brickworks, Byford: Standard weight 2 tons 13 cwt. 2 qrs. per thousand.

Page 136: from 6-12-40: Standard Weights:—Shell Company's products: Insert:—  
Lubricating oil, six-gallon drums, 58 lbs.

Page 178: from 29-11-40: Shunting Charges, Bunbury: Insert:—Bulk wheat from  
Bulk Head to No. 2 Silo, 1s. per ton, minimum six tons.

J. A. ELLIS,  
Commissioner of Railways.

2-1-1941.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.  
*Accepted Tenders.*

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.	
872/40	1941. Jan. 10	G. C. Knight & Son (for Globe Timber Mills. Ltd.)	397A, 1940	Clear Kiln Dried Canadian White Pine, delivered F.O.B. Port Adelaide Item 5—12 in. and wider x 1 in. thick, 1,500 sup. feet Item 6—12 in. and wider x 1½ in. thick, 450 sup. feet Item 7—12 in. and wider x 2 in. thick, 450 sup. feet	Government Workshops	} 86s. 6d. per 100 sup. feet.	
..	do.	Armour Timber Co. Pty., Ltd.	..	Milky Pine, delivered F.O.B. Sydney Item 5—12 in. and wider x 1 in. thick, 1,500 sup. feet Item 6—12 in. and wider x 1½ in. thick, 300 sup. feet Item 7—12 in. and wider x 2 in. thick, 300 sup. feet Item 8—12 in. and wider x 3 in. thick, 500 sup. feet	do. do.		} 70s. per 100 sup. feet less 2½% —30 days. 75s. per 100 sup. feet less 2½% —30 days.
833/40	Jan. 13	... .. Vacuum Oil Co. Pty., Ltd. Commonwealth Oil Refineries, Ltd. Shell Co. of Aust., Ltd.	373A, 1940 ... ... ...	Fuel Oil for Government requirements as per Items 1, 2, 3, 4, as follows:— During February, March, April and May, 1941 During June, July, August and September, 1941 During October, November, December, 1940 and January, 1941	Various ... .. ... .. ... ..		

*Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940. Dec. 19 ...	414A, 1940 ...	Electric Lamps, as required during a period of 12 months ... ..	1941. Jan. 23
1941. Jan. 2 ...	2A, 1941 ...	Cast Iron Sluice Valves, 18in. dia., 2 only ... ..	Jan. 23
Jan. 7 ...	3A, 1941 ...	Milk for Government Institutions and Hospitals at Claremont, Fremantle and Perth, during a period of 12 months ... ..	Jan. 23
Jan. 7 ...	4A, 1941 ...	Meat for Caves House, Yallingup, during a period of 3 months ... ..	Jan. 23
Jan. 7 ...	5A and 6A, 1941 ...	Milk and Cream and Firewood for Caves House, Yallingup, during a period of 6 months ... ..	Jan. 23
Jan. 14 ...	9A, 1941 ...	Cartage of Timber from adjacent Railway Sidings to State Saw Mill Depots at Perth, North Perth, Nedlands, Hamilton Hill and Merredin, during a period of 12 months ... ..	Jan. 23
Jan. 14 ...	10A, 1941 ...	Tea for Government Institutions, Hospitals, etc., and for Native Rations, during February, 1941 ... ..	Jan. 23
Jan. 14 ...	11A, 1941 ...	Potatoes and Onions, during a period of 3 months ... ..	Jan. 23
Jan. 9 ...	8A, 1941 ...	Cast Iron Sluice Valves, 4 in. dia., 200 only ... ..	Jan. 30
Jan. 16 ...	12A, 1941 ...	<i>For Sale by Tender.</i> Empty Drums, 5 only; and Glass Containers, 5 only, as they now lie at the Drug Depot, Government Stores Department, Murray street, Perth, where inspection can be made ... ..	Jan. 23

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 16th January, 1941.

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

IN THE COURT OF ARBITRATION OF  
WESTERN AUSTRALIA.

(No. 5 of 1940.)

Between Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers, Applicant, and Minister for Agriculture; Minister for Lands; Minister for Works; Minister for Water Supply, Sewerage and Drainage; Fremantle Harbour Trust and Others named in Clause 2 hereof, Respondents.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the Industrial Dispute between the abovenamed parties:

AWARD.

1.—Definitions.

(1) "Carpenter and Joiner" means a worker engaged upon the erection, repair or ornamentation of work in wood, or of any form of constructional work in wood, as well as the making, preparing and fixing of all necessary wood work and fittings in connection therewith, including:—

- (a) Metal ceilings, the fixing of the following asbestos products—corrugated sheets, gutters, downpipes, ridgings, rain heads, ventilators and sky-lights, fascia and barge boards;
- (b) metal shop fronts and fittings;
- (c) Bridge and/or jetty buildings or repairs;
- (d) the setting out and laying of wood block or parquet flooring.

Provided this Award shall not operate in regard to workers specifically provided in other awards or industrial agreements, e.g., timbermen, timber cutters, etc.

(2) Wherever the word "union" occurs herein it shall be taken to mean and include "association."

2.—Scope.

This Award shall apply to all carpenters, joiners, and apprentices, employed by the Minister for Agriculture; Minister for Lands; the Minister for Works; the Minister for Water Supply, Sewerage and Drainage; the Minister for the North-West; the Minister for Trading Concerns; the Minister for Education; the Fremantle Harbour Trust; the Main Roads Board and State Shipping Service. Provided this Award shall not apply to workers employed under Awards Nos. 26 and 26A of 1937.

3.—Area.

This Award shall have effect over the whole of the State.

4.—Term.

This Award shall apply for a period of three (3) years from the date of delivery, subject to the right of either party to apply to amend same in pursuance of the provisions of the Act.

5.—Preference of Employment.

Preference of employment shall be given to financial members of the union. Before being engaged an applicant in the metropolitan area shall produce evidence that he is a financial member. This provision shall also apply outside the metropolitan area, provided, however, that if the applicant is unable to produce satisfactory evidence immediately he shall furnish same within a reasonable period.

6.—Rates of Pay.

(a) Basic wage.	Per week.		
	£	s.	d.
Metropolitan area .. .. .	4	5	4
South-West Land Division excluding metropolitan area .. .. .	4	6	6
Goldfields .. .. .	5	0	3
(b) Margin for skill .. .. .	1	8	6

(c) In addition to the above rates an allowance of one shilling (1s.) per week shall be paid as a tool allowance to a journeyman and ninepence (9d.) per week to an apprentice during the last three (3) years of his apprenticeship.

(d) Casual Worker.—A worker employed for less than one (1) week shall be considered casual, and shall receive ten (10) per cent. per day in addition to the rates prescribed in this Award.

(e) Offensive Allowance.—Workers working in the effluent at Robbs Jetty shall be paid one shilling (1s.) per day extra.

7.—Contract of Service.

(a) The contract of service shall be by the day and shall be terminable by one (1) day's notice on either side, except in the case of a casual worker, when one (1) hour's notice shall suffice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness or broken shifts and comes within the provisions of Clause 27 or Clause 28 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 on 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 break down of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

(e) The rate of payment in the wages clause is for the purpose of convenience, expressed in weekly amounts.

8.—Piecework.

A worker employed on piecework shall be paid at least the minimum rate of pay.

9.—District Allowances.

(1) In addition to the wages prescribed in Clause 6 the following allowances shall be paid to workers in the undermentioned districts:—

	Per Week	
	s.	d.
(a) Carrabin and Bullfinch to Southern Cross .. .. .	5	3
(b) Southern Cross and eastward thereof to Kanowna—5s. 3d. per week, except the towns of Southern Cross, Coolgardie, Kalgoorlie and Boulder, and within five (5) miles thereof, where the allowance will be 2s. 4d. per week.		
(c) Coolgardie to Salmon Gums .. .. .	5	3
(d) Southward of Salmon Gums to Esperance .. .. .	2	4
(e) Northward of the Kalgoorlie radius	7	0
(f) Wurarga and eastward and northward thereof to Meekatharra .. .. .	7	0
(g) Three miles eastward of Meekatharra to Wiluna .. .. .	10	6
(h) Hopetoun-Ravensthorpe .. .. .	7	0

(2) District allowances, as specified below shall be paid to workers stationed at:—

(a) Carnarvon, and within an area of five (5) miles thereof .. .. .	15	0
(b) Onslow and Point Samson and within an area of five (5) miles thereof .. .. .	23	6
(c) Port Hedland, Broome and Derby and within an area of five (5) miles thereof .. .. .	30	0
(d) Wyndham, and within an area of five (5) miles thereof .. .. .	38	0

10.—Camp Allowance.

(a) Where workers are required to live in tents at or in the neighbourhood of the job a tent allowance at the rate of five shillings and threepence (5s. 3d.) per week shall be paid.

(b) Pitching and Striking Camp.—In cases where the nature of the work necessitates the pitching of a temporary camp, and when such camp is shifted to suit the requirements of the work, then the employer shall allow full pay for the actual time reasonably taken in striking and pitching camp and the erection of bunk beds. The officer in charge shall decide as to what is a reasonable time for the striking and pitching and payment shall be made accordingly. In the event of any dispute arising under this sub-clause the same may be decided by the Board of Reference.

## 11.—Foreman.

A Foreman means a worker who is in charge of one (1) or more leading hands or who is directly responsible to the Supervisor for preparing estimates of work and for the carrying out of work by other tradesmen.

Foremen shall be paid not less than thirty shillings (30s.) per week above the minimum rates provided for tradesmen in the district in which they may be employed.

## 12.—Leading Hand.

(a) Any tradesman placed in charge of three (3) or more tradesmen or of six (6) workers shall be paid as a leading hand tradesman.

(b) Leading tradesmen shall receive fifteen shillings (15s.) per week above the minimum rates in the district in which they may be employed.

## 13.—Payment of Wages.

(a) Workers shall be paid weekly where practicable.

(b) When a worker is discharged before the usual pay day he shall be paid his wages when he ceases work or it shall be forwarded to his address within seven (7) days by registered post at the employer's risk.

(c) When a worker leaves his employment before the usual pay day he shall on giving notice of his intentions to leave not later than starting time be paid his full wages on the day he leaves or it shall be forwarded to his address within seven (7) days by registered post at the employer's risk.

## 14.—Grinding Time.

(a) With the exception of casual workers, workers who have been employed for one (1) week or more shall on discharge be allowed two (2) hours for grinding tools, or shall receive two (2) hours' pay in lieu thereof, such time shall be included in the notice required under Clause 7 (Contract of Service).

(b) The employer shall provide suitable grinding facilities together with required power (hand or driven) where such grinding facilities are reasonably necessary for the use of workers other than casual workers or at his option pay such workers the sum of one shilling (1s.) per week extra where there are no grinding facilities on the job.

## 15.—Wet Work.

While working in any place where water is continually dripping so that the worker's clothing becomes wet with soakage or where there is water underfoot so that the worker's feet become wet the worker shall be paid one shilling (1s.) per day in addition to the prescribed rate. This subclause shall not apply to natural surface made wet by rain.

Where watertight boots are provided by the employer no claim shall be allowed under this provision for wet feet.

## 16.—Dirt Money.

Any worker actually coming in contact with hot or viscous tar or bitumen whereby his clothing becomes injuriously affected shall be paid an allowance of one shilling (1s.) a day in addition to the rates of pay prescribed in clause 6, unless protection material is used.

## 17.—Shift Work.

(a) When shift work is required all shifts except the day shift shall be paid for at the rate of time and a quarter. Provided, however, that on construction works where the work performed by the workers covered by this Award is subsidiary and auxiliary to that of the majority of workers on such works (e.g. reservoir and drainage construction works) and on which no penalty rate is payable to the other workers, carpenters shall work all shifts at ordinary rates. On such works, workers shall be allowed to rotate shifts and change of shifts shall, as far as possible, be arranged to suit transport facilities. Provided also that if penalty or extra rates for such other workers are provided now or hereafter for such shift work carpenters shall also be entitled thereto.

(b) Work other than day shift shall not be recognised as night shift unless five (5) consecutive nights are worked, but shall be deemed to be overtime; provided that where a shift is not worked on account of a holiday, such shift shall, for the purpose of this clause be counted as if it had been worked.

(c) Overtime on night shifts shall be calculated on the basis of the rate paid for night shift,

(d) For the purpose of this clause day shift shall be construed to mean the ordinary working shift ending at or before 6 p.m. on Mondays to Fridays and 1 p.m. on Saturdays.

(e) In connection with two-shift work, when the workers are camped at or near the job, the first shift shall work eight (8) hours, not including any crib time; all other shifts shall be of eight (8) hours, including half an hour's crib time, i.e., seven and a half (7½) hours' actual working time.

Provided that where, for the convenience of the department, the two (2) shifts are confined within a total spread of sixteen (16) hours, each shift shall be entitled to half (½) an hour crib time within the eight (8) hour shift.

Where two (2) shift work is in operation the ordinary hours of commencement shall not apply to the first shift.

## 18.—Hours.

(a) The week's work shall consist of forty-four (44) hours, and except where otherwise provided the normal hours of labour shall be eight (8) per day, from Monday to Friday, inclusive, and four (4) on Saturday.

(b) The week's work may by determination of any respondent be worked in five (5) days, Monday to Friday, inclusive, in which event the normal hours of labour shall be eight (8) hours forty-eight (48) minutes in each working day.

(c) The hours specified in (a) and (b) shall be worked between 7.30 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon.

(d) Lunch interval shall not exceed one (1) hour.

## 19.—Overtime and Holidays.

(a) (1) All time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter, provided that all work (other than shift work) after 10 p.m. on Monday to Friday, inclusive, or 5 p.m. on Saturday, shall be paid at double time up to the usual starting time: Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(2) Unless otherwise agreed between any respondent and the union in the case of a worker who works a five (5) day week Monday to Friday, inclusive, under a determination pursuant to sub-clause (b) of Clause 18, and who works overtime on a Saturday, for the first four (4) hours of overtime, time and a half rate and thereafter double time rate, shall be paid, but if the worker works in any period after 5 p.m. on a Saturday he shall be paid double time rate for all time worked after that hour.

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the Association has been made, extra labour is not forthwith available. No worker shall be required or permitted to work more than eighteen (18) hours overtime in any one (1) week, except in the case of a breakdown of the employer's plant.

(c) For all work done on Sunday, Picnic Day (metropolitan area), New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day or Boxing Day, double time shall be paid with a minimum of two (2) hours.

(d) A worker called back after completing a day's work or called out on a Sunday or holiday shall be paid a minimum of two (2) hours at overtime rates, but if he is called out within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

(e) When a worker is required to continue working after knock off time for more than one (1) hour without being notified the previous day, he shall be supplied with any meal required, or be paid one shilling and sixpence (1s. 6d.) for such meal.

(f) When a worker is required for duty during any meal hour he shall be paid overtime rate until he be allowed the usual length of time for a meal,

(g) (1) Subject to subclause (c) herein, a worker after twelve (12) months' continuous service shall be entitled to two (2) weeks' leave, provided that Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day and Picnic Day (metropolitan area) shall be taken as they come as portion of the leave.

(2) In addition to the specially named days in subclause (g) (1) hereof, a worker shall be entitled after such twelve (12) months continuous service to one (1) week's leave, such leave to be taken at the convenience of the department. Provided, however, that the total liability of the employer for payment for the holidays mentioned in subclause (g) hereof shall not exceed two (2) weeks' pay.

(h) All workers other than casuals who have not served the full calendar year shall be entitled to the same proportion of holiday leave or payment in lieu thereof as their length of service is to the full period of leave for the twelve (12) months.

(i) When work is closed down over Christmas and the New Year for the purpose of annual leave, workers with less than a full year's service will only be entitled to payment during such period for the number of days leave due to them.

(j) Payment for holidays shall be made in accordance with the usual hours of work.

(k) Holiday pay shall be at the rate the worker is in receipt of at or immediately prior to the holiday being taken.

(l) Workers regularly working for the Government north of latitude 22 who proceed to Fremantle and Geraldton during the period of their leave shall be allowed once in each two (2) years, reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports. Holidays other than those taken throughout the year shall be allowed to accumulate for two (2) years, subject to the convenience of the department.

(m) Absence from work for any of the following reasons shall not break continuity of service and the periods shall be considered as service for the purpose of holidays only:—

1. Temporary stoppage of work for holidays; provided the worker reports for duty on the date fixed for resumption.
2. Inclemency of the weather, provided that the worker is ready and willing to work if called upon.
3. Leave granted by the officer in charge on account of illness or special necessity up to a period not exceeding six (6) days in any one (1) year.

(n) Approved periods of absence from work through accident sustained in the course of the Minister's employment up to a maximum of one (1) month in any one period shall not break continuity of service for the purpose of computing holidays.

#### 20.—Country Work.

(a) When a worker is instructed to proceed on duty from the place where he is then or usually employed, the employer shall pay all fares, including sleeper, and a proper allowance at current rates for all necessary meals, or board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fare on completion of job or after twelve (12) months on job.

Provided this clause shall not apply on construction jobs where workers are entitled to camp allowance under clause 10 of this Award.

(b) Travelling time shall be paid at ordinary rates at place of departure with a maximum of a day's pay when travelling by boat or in a sleeper. When travelling by night without a sleeper, the worker shall be entitled to receive an extra day's pay for such travelling. No time to be lost for travelling.

#### 21.—Travelling Time.

(a) The Department shall in all cases pay all travelling expenses actually and reasonably incurred by the workers in going from the shop or yards of the Department, or from one job to another.

(b) The shop or yard is the recognised depot in each district. On construction work the job shall be the recognised depot.

(c) In all cases where a worker is not required to attend at the shop, or yard, as above, of the Department, but goes direct to the job, all expenses which are actually and reasonably incurred in excess of what the worker would have incurred in going to such shop or yard shall be paid by the Department. Under this clause workers using their own transport shall be paid the travelling expenses they would have been entitled to if they had used the ordinary means of transport.

#### 22.—Safe Keeping of Tools.

A secure weatherproof place shall be provided by the employer wherein carpenters' tools may be locked up apart from plant or material.

#### 23.—Change Room.

A change room shall be provided on any job where it is reasonably required so that the worker may change his clothes and such place shall not be used for storing lime, cement, or other materials.

#### 24.—Record Book.

The wages sheets of the Department shall be open for inspection at Head Office by the secretary of the union upon reasonable notice being given of his desire to inspect same.

#### 25.—Interviewing Workers.

On notifying the officer in charge any officer of the union authorised in writing by the president and secretary of such union shall have the right to enter any place or premises during ordinary working hours wherein members of the union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

Provided that such officer shall not hamper or otherwise hinder the workers in the carrying out of their work. The officer in charge shall determine whether workers are being hampered or hindered in their work.

#### 26.—Walking Time.

Any worker employed on work away from his usual place of occupation, more than one (1) mile by the shortest possible route from the nearest railway station or public transport facility shall receive sixpence (6d.) per day in addition to his ordinary pay unless travelling in the Department's time. This clause will not operate in regard to workers living on a job.

#### 27.—Broken Shifts.

(a) Should any worker not be notified before leaving work that his services will not be required on the next day, he shall be paid for that day if he duly presents himself for work at the appointed time; unless he cannot be employed on account of causes beyond the control of the management, in which case he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two (2) hours' pay.

(b) When workers commence work and are forced to knock off without having worked for more than two (2) hours in any day they shall be paid as if they had worked for two (2) hours on such day.

(c) The decision as to whether it is too wet to work shall rest with the officer in charge of the job.

#### 28.—Payment for Sickness.

(a) (1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one half (½) day for each completed month of service.

(2) The liability of the employer hereunder shall in no case exceed one (1) week's wages during each calendar year in respect of each worker.

(3) 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.

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

(d) No payment will be made for any absence due to the worker's own fault, neglect, or misconduct.

29.—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.

30.—Union Stewards.

Stewards appointed by the Association shall be recognised by the various departments hereinbefore mentioned in this Award; the secretary shall notify in writing the name of the steward and any subsequent alteration. The steward shall not be paid for any time occupied on Association business during working hours.

31.—Board of Reference.

(1) For the purpose of this Award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said board shall have assigned to it in the event of no agreement being arrived at between the parties to the dispute the functions of:—

(a) Adjusting any matters of difference which may arise from time to time except such as involve interpretations of the provisions of this Award or any of them;

(b) dealing with any other matter which the Court may refer to the Board from time to time;

(c) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award.

(2) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1935, which for this purpose are embodied in this Award.

32.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer-in-charge, it is considered essential for the convenience of the union concerned to have a notice board.

33.—Building Trades' Awards—Application of.

On all construction work undertaken within fifteen (15) miles of the G.P.O., Perth, by the Architectural Branch of the P.W.D., estimated to cost over five hundred pounds (£500), the Public Works Department shall work under the Award or Agreement which would operate on the work if constructed by a private contractor; subject however to the method of allotting the weekly hours of work now before the Court for determination.

34.—Apprentices.

(1) The term of apprenticeship shall be five (5) years.

(2) The maximum number of apprentices allowed to any employer shall be in the proportion of one (1) apprentice to every two (2) or fraction of two (2) journeymen employed by him.

(3) The wages payable to apprentices shall be as follows:—

	Per Cent. of Basic Wage.
First six (6) months .. .. .	20
Second six (6) months .. .. .	25
Second year .. .. .	30
Third year .. .. .	45
Fourth year .. .. .	65
Fifth year .. .. .	85

(4) (a) Apprentices shall be supplied with tools as selected by the foreman up to the value of five pounds (£5).

(b) These tools shall, during the apprenticeship period, remain the property of the Department. Apprentices shall be responsible for all breakages or losses, and shall make good all such losses. At the conclusion of the apprenticeship course, on satisfactorily passing final examinations, the tools shall become the property of the apprentices.

(c) The employment of apprentices shall be governed by the apprenticeship regulations in accordance with the schedule attached hereto provided the words "twelve months" in Clause 42 are struck out and "six months" substituted in lieu thereof.

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 24th day of December, 1940.

(Sgd.) WALTER DWYER,  
President.

[Seal]

SCHEDULE.

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 examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

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

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

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

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

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

33. In the event of an apprentice failing to pass any of his examinations, the examiners may recommend or the employer may apply to the Court to disallow the increase in wages prescribed by the Award, and the Court on any such recommendation or 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 six months immediately preceding such time shall be deemed to be the number of journeymen employed. Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. Where a business is in operation for less than twelve months the method of ascertaining the number shall be as agreed by the parties to the Award, or, if no agreement arrived at, as determined by the Court.

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

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

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

FORMS.

Form A.

TO

The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

.....  
.....

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School.

(Reg. 26 (e).)

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).
This is to certify that at the.....
examination for apprentices in the.....trade
you gained the following percentages:—

Year of experience.....
Stage.....per cent.
.....per cent.
.....per cent.

You have therefore passed (or failed) in the exam-
ination.

.....
Registrar.

Form E.

Final Certificate.

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

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

.....
Registrar.

.....
Examiners.

Form F.

General Form of Apprenticeship Agreement.
(Recommended.)

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

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

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

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

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

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

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

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

(c) In the event of the apprentice, in the opinion
of the examiner or examiners appointed by the Arbi-
tration 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
Industrial Agreement for the time being in force.

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

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

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

(c) This agreement may, subject to the approval of
the Court, be cancelled by mutual consent by the 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 hereunto set their hands and seals the day and year
first hereinbefore written.

Signed sealed and delivered by the said }
..... }
in the presence of..... }

.....
(Signature of Guardian).

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

.....
(Signature of Apprentice).

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

.....
(Signature of Employer).

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

.....
Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 6 of 1940.)

Between the Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and the Minister for Agriculture; Minister for Lands; the Minister for Works, the Minister for Water Supply, Sewerage and Drainage; the Minister for the North-West; the Minister for Trading Concerns; the Minister for Education; the Fremantle Harbour Trust; the Main Roads Board, and State Shipping Service, Respondents.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the Industrial Dispute between the abovenamed parties:—

AWARD.

1.—Definitions.

1. A "Painter" shall mean any worker engaged in any manner whatsoever (subject to the exceptions hereinafter prescribed).

(a) in connection with the painting of dwelling houses or other buildings of any nature, fences, bridges (whether constructed of iron or wood, or partly of iron and partly of wood), or

(b) in connection with paper-hanging, decorating, graining, marbling, gilding, signwriting, glazing, glass-cutting (except when done by a shopman, picture framer, or furniture maker), kalsomining, distempering, colour-washing (but not lime-washing, except when the lime-wash is mixed with colour), staining, varnishing, plastic relief, stripping off old paper, removing old paint or varnish, and

(c) in connection with any of the aforesaid branches of the trades upon any inside part or parts of any ship or vessel in connection therewith, including (without limiting the ordinary meaning of the definition) the inside of all cabins, saloons, companions, smokerooms, lounges, social halls, skylights, pantries, bathrooms, lavatories, sculleries, butchering shops, bakehouses, engine rooms, from skylight down to first grating, and all new and repair work in same, and the preparing and getting up, painting and finishing all deckheads, deckhouses, and combings of same, life-buoys, lifebelts, boxes, deckseats, deck buckets, etc., navigating and flying bridges, wheelhouses, chart rooms, and all parts of any vessels which may be grained or varnished, ventilators, fidley casings, accommodation ladders, side screens, and lockers, and

(d) in any one or more of the said branches in connection with boat names and badges, scroll work, gilding and signwriting upon any part of a vessel or ship, or any property belonging to or used in connection therewith, and painting of boats, and painting of cranes, gantries and lighthouses.

(e) in painting or performing any one or more of the said branches of the work upon or in connection with all ferry and passenger boats, yachts, auxiliaries, skiffs, or other small craft, and the preparing and getting ready of all work connected with any of the abovenamed branches of the trade.

2. (a) Nothing in this Award shall prevent the State Shipping Service from employing members of the Seamen's Union of Western Australia and Coastal Dock Harbours and Rivers Union on any work in connection with the hull or any part of a vessel not set out in the definition and members of the Seamen's Union of Western Australia to a number equivalent to the number of seamen on articles on any work in connection with deckheads (except inside portions thereof), deckhouses, combings of same and rails.

(b) Nothing in this Award shall prevent the Harbours and Rivers Branch of the Public Works Department from employing the regular crews or members of the Coastal Dock Harbours and Rivers Union from cleaning, chipping and coating with paint any portion of dredges or floating plant while afloat or on the slip, except the inside of cabins or crews' quarters when painters may conveniently be employed.

(c) Nothing in this Award shall prevent the Commissioners of the Fremantle Harbour Trust from employing the regular crews of their vessels on any work in connection with the coating with paint, chip-

ping, cleaning, or scraping on such vessels whilst afloat or on the slip, except as aforesaid as provided under subparagraph (b).

3. The painting of pipes with aluminium paint in the Goldfields Water Supply Department shall not be covered by this Award.

4. The chipping and cleaning of steel and iron sewerage and water supply pipes, specials, and iron work appurtenant to reservoirs and sewerage treatment works, and coating of the same with bitumastic or other paint, shall not be covered by this Award, except the iron bridge way over the digesters at Subiaco and any similar work within the metropolitan area (Fremantle to Midland Junction).

5. Painters' work shall be deemed to include the preparation of all work connected with any of the above branches of the trade (except where such preparation is part of the work or operations appropriate to work of other unions or otherwise provided for in this Award) and of all materials required for any of the above branches of the trade; but the term painter shall not include one worker who is employed for the purpose of mixing plastic material with its necessary vehicle and cleaning up floors and woodwork after the application of plastic relief and such worker shall be classed as a builder's labourer.

("Lime washing" means the application to surfaces by means of a spray or brush of lime which has been slacked down with water or binder.)

2. "Signwriter" means a worker who, besides having a knowledge of painting, kalsomining, staining, varnishing, and limewashing, does any of the following work:—

(a) Lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;

(b) Designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, Neon signs, stencils, display banners;

(c) Gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;

(d) Designing and laying-out of cut out displays of all descriptions, either pictorial, scenic or lettering;

(e) Screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass or any similar material.

2.—Scope.

This Award shall apply to all painters, signwriters, and apprentices, employed by the Minister for Agriculture, Minister for Lands, the Minister for Works, the Minister for Water Supply, Sewerage and Drainage, the Minister for the North-West, the Minister for Trading Concerns, the Minister for Education, the Fremantle Harbour Trust, the Main Roads Board and State Shipping Service. Provided only the special conditions and margins of this Award not contained in Awards Nos. 26 and 26A, of 1937, shall apply to painters employed by the Minister for Water Supply, Sewerage and Drainage: For all other conditions Awards Nos. 26 and 26A, of 1937, shall apply.

3.—Area.

This award shall have effect over the whole of the State.

4.—Term.

This Award shall apply for a period of three (3) years from the date of delivery, subject to the right of either party to apply to amend same in pursuance of the provisions of the Act.

5.—Preference of Employment.

Preference of employment shall be given to financial members of the union. Before being engaged an applicant in the metropolitan area shall produce evidence that he is a financial member. This provision shall also apply outside the metropolitan area, provided, however, that if the applicant is unable to produce satisfactory evidence immediately he shall furnish same within a reasonable period.

6.—Rates of Pay.

	Per Week.
	£ s. d.
(a) Basic wage:	
Metropolitan Area .. .. .	4 5 4
South-west Land Division, excluding Metropolitan Area .. .. .	4 6 6
Goldfields .. .. .	5 0 3
(b) Margin for skill .. .. .	1 8 6

(c) Casual worker:—A worker employed for less than one (1) week shall be considered casual, and shall receive 10 per cent. per day in addition to the rates prescribed in this award.

7.—Contract of Service.

- (a) The contract of service shall be by the day and shall be terminable by one (1) day's notice on either side, except in the case of a casual worker, when one (1) hour's notice shall suffice.
- (b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness or broken shifts and comes within the provisions of clause 27 or clause 28, 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 on which the worker cannot be usefully employed, because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.
- (e) The rate of payment in the wages clause is for the purpose of convenience, expressed in weekly amounts.

8.—Piecework.

A worker employed on piecework shall be paid at least the minimum rate of pay.

9.—District Allowances.

1. In addition to the wages prescribed in clause 6 the following allowances shall be paid to workers in the undermentioned areas:—

	Per Week.
	s. d.
(a) Carrabin and Bullfinch to Southern Cross .. .. .	5 3
(b) Southern Cross and eastward thereof to Kanowna, 5s. 3d. per week, except the towns of Southern Cross, Coolgardie, Kalgoorlie and Boulder, and within five miles thereof, where the allowance will be 2s. 4d. per week.	
(c) Coolgardie to Salmon Gums .. .. .	5 3
(d) Southward of Salmon Gums to Esperance .. .. .	2 4
(e) Northward of the Kalgoorlie radius .. .. .	7 0
(f) Wurruga and eastward and northward thereof to Meekatharra .. .. .	7 0
(g) Three miles eastward of Meekatharra to Wiluna .. .. .	10 6
(h) Hopetoun-Ravensthorpe .. .. .	7 0

2. District allowances, as specified below, shall be paid to workers stationed at:—

	Per Week.
	s. d.
(a) Carnarvon and within an area of five miles thereof .. .. .	15 0
(b) Onslow and Point Samson and within an area of five (5) miles thereof .. .. .	23 6
(c) Port Hedland, Broome, and Derby and within an area of five (5) miles thereof .. .. .	30 0
(d) Wyndham and within an area of five (5) miles thereof .. .. .	38 0

10.—Camp Allowance.

(a) Where workers are required to live in tents at or in the neighbourhood of the job, a tent allowance at the rate of five shillings and threepence (5s. 3d.) per week shall be paid.

(b) Pitching and striking camp:—In cases where the nature of the work necessitates the pitching of a temporary camp, and when such camp is shifted to suit the requirements of the work, then the employer shall allow full pay for the actual time reasonably taken in striking and pitching camp and the erection of bunks. The officer in charge shall decide as to what is a reasonable time for the striking and pitching, and payment shall be made accordingly. In the event of any dispute arising under this subclause, the same may be decided by the Board of Reference.

11.—Foreman.

A foreman means a worker who is in charge of one or more leading hands or who is directly responsible to the supervisor for preparing estimates of work and for the carrying out of work by other tradesmen.

Foremen shall be paid not less than thirty shillings (30s.) per week above the minimum rates provided for tradesmen in the district in which they may be employed.

12.—Leading Hand.

Any tradesman placed in charge of three or more tradesmen, or of six (6) workers shall be paid as a leading hand tradesman.

Leading tradesmen shall receive fifteen shillings (15s.) per week above the minimum rates in the district in which they may be employed.

13.—Payment of Wages.

- (a) Workers shall be paid weekly where practicable.
- (b) When a worker is discharged before the usual pay day he shall be paid his wages when he ceases work or it shall be forwarded to his address within seven (7) days by registered post at the employer's risk.
- (c) When a worker leaves his employment before the usual pay day, he shall on giving notice of his intentions to leave not later than starting time be paid his full wages on the day he leaves or it shall be forwarded to his address within seven (7) days by registered post at the employer's risk.

14.—Special Rates and Provisions.

- (1) Boat Type and Swinging Scaffolds.—(a) Workers when working on a boat type or swinging scaffold shall be paid at the rate of one shilling and threepence (1s. 3d.) per day extra. In this subclause the term "swinging scaffold" means any scaffold suspended from overhead gear and not supported from the ground and which by reason of the operations carried out on it or by reason of wind force is likely to swing or sway.
  - (b) No employer shall permit an apprentice who has served less than two (2) years to work on a boat type or swinging scaffold and no such apprentice shall work on any such scaffold.
- (2) Cranes.—Workers on the jibs of luffing cranes shall be paid one shilling (1s.) per day extra.
- (3) Wireless Masts.—Workers on wireless masts when working at a height above the ground exceeding fifty (50) feet and up to one hundred feet (100 ft.) shall be paid one shilling and sixpence (1s. 6d.) per day extra, and one hundred feet (100 ft.) and over two shillings and sixpence (2s. 6d.) per day extra.
- (4) Safety Appliances.—Workers on cranes or wireless masts shall be provided with safety appliances in the form of safety belts or other appliance to serve the same purpose.
- (5) Work in Low Temperatures: Cold Storage.—A painter working on insulating work in an average temperature of forty-five (45) degrees F. or under shall be paid not less than threepence (3d.) per hour in addition to the rate prescribed.
- (6) Spray Painting.—(a) Lead paint shall not be applied by a spray to the interior of any building.
  - (b) All workers (including apprentices) applying paint by spraying shall be provided with overalls and respirators by the employers.
  - (c) Where from the nature of the paint or substance used in spraying a respirator would be of little or no practical use in preventing the absorption of fumes or materials from substances used by a worker in spray painting, the worker shall be paid a special allowance of one shilling and threepence (1s. 3d.) per day.

(7) Boiling Water.—The employer shall provide on each job boiling water for the use of the workers and apprentices.

(8) Washing Hands.—Five minutes shall be allowed before meal time and knocking off time for washing hands.

(9) Water and Soap.—Water and soap shall be provided in each shop or on each job by the employer for the use of workers.

(10) Lead paint surfaces not to be dry rubbed.—No surface shall be rubbed down or scraped by a dry process.

(11) Width of Brushes.—All paint brushes shall not exceed four and a half (4½) inches in width, or eight (8) ounces in weight, and no kalsomine brush shall be more than seven (7) inches in width.

(12) Meals not to be taken in shop, etc.—A worker or an apprentice shall not be permitted to have a meal in any paint shop or place where paint is stored or used.

(13) Attendants on Ladders.—No worker shall work on a ladder at a height of over twenty-five feet (25 ft.) from the ground when such ladder is standing in any street, way, or lane where traffic is passing to and fro, without an assistant on the ground.

(14) Any worker working in badly ventilated or extremely confined spaces such as the interior of a buoy shall be paid one shilling (1s.) per day extra and in the case of tanks in "Lady Forrest" two shillings (2s.) per day extra.

#### 15.—Wet Work.

While working in any place where water is continually dripping so that the worker's clothing becomes wet with soakage, or where there is water underfoot so that the worker's feet become wet, the worker shall be paid one shilling (1s.) per day in addition to the prescribed rate. This subclause shall not apply to natural surface made wet by rain. Where watertight boots are provided by the employer no claim shall be allowed under this provision for wet feet.

#### 16.—Dirt Money.

Any worker actually coming in contact with hot or viscous tar or bitumen whereby his clothing becomes injuriously affected shall be paid an allowance of one shilling (1s.) a day in addition to the rates of pay prescribed in clause 6, unless protection material is used.

#### 17.—Shift Work.

(a) When shift work is required all shifts except the day shift shall be paid for at the rate of time and a quarter.

(b) Work other than day shift shall not be recognised as night shift unless five (5) consecutive nights are worked, but shall be deemed to be overtime; provided that where a shift is not worked on account of holiday, such shift shall, for the purpose of this clause, be counted as if it had been worked.

(c) Overtime on night shift shall be calculated on the basis of the rate paid for night shift.

(d) For the purpose of this clause day shift shall be construed to mean the ordinary working shift ending at or before 6 p.m. on Mondays to Fridays and 1 p.m. on Saturdays.

#### 18.—Hours.

(a) The week's work shall consist of forty-four (44) hours, and except where otherwise provided the normal hours of labour shall be eight (8) per day, from Monday to Friday, inclusive, and four (4) on Saturday.

(b) The week's work may by determination of any respondent be worked in five (5) days, Monday to Friday, inclusive, in which event the normal hours of labour shall be eight (8) hours forty-eight (48) minutes in each working day.

(c) The hours specified in (a) and (b) shall be worked between 7.30 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon.

(d) Lunch interval shall not exceed one (1) hour.

#### 19.—Overtime and Holidays.

(a) (1) All time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after

the usual stopping time and double time thereafter, provided that all work (other than shift work) after 10 p.m. on Monday to Friday, inclusive, or 5 p.m. on Saturday, shall be paid at double time up to the usual starting time. Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(2) Unless otherwise agreed between any respondent and the union in the case of a worker who works a five (5) day week Monday to Friday, inclusive, under a determination pursuant to subclause (b) of clause 18, and who works overtime on a Saturday, for the first four (4) hours of overtime time and a half rate and thereafter double time rate, shall be paid, but if the worker works in any period after 5 p.m. on a Saturday he shall be paid double time rate for all time worked after that hour.

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the union has been made, extra labour is not forthwith available. No worker shall be required or permitted to work more than eighteen (18) hours overtime in any one week, except in the case of a breakdown of the employer's plant.

(c) For all work done on Sunday, Picnic Day (metropolitan area), New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day or Boxing Day, double time shall be paid with a minimum of two (2) hours.

(d) A worker called back after completing a day's work or called out on a Sunday or holiday shall be paid a minimum of two (2) hours at overtime rates, but if he is called out more than once within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

(e) When a worker is required to continue working after knock off time for more than one (1) hour without being notified the previous day, he shall be supplied with any meal required, or be paid one shilling and sixpence (1s. 6d.) for such meal.

(f) When a worker is required for duty during any meal hour he shall be paid overtime rate until he be allowed the usual length of time for a meal.

(g) (1) Subject to subclause (c) herein, a worker after twelve (12) months continuous service shall be entitled to (2) weeks' leave provided that Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day and Picnic Day (metropolitan area) shall be taken as they come as portion of the leave.

(2) In addition to the specially named days in subclause (g) (1) hereof a worker shall be entitled after such twelve (12) months continuous service to one (1) week's leave, such leave to be taken at the convenience of the Department. Provided however that the total liability of the employer for payment for the holidays mentioned in subclause (g) hereof shall not exceed two (2) weeks' pay.

(h) All workers other than casuals who have not served the full calendar year shall be entitled to the same proportion of holiday leave or payment in lieu thereof as their length of service is to the full period of leave for the twelve (12) months.

(i) When work is closed down over Christmas and the New Year for the purpose of annual leave, workers with less than a full year's service will only be entitled to payment during such period for the number of days' leave due to them.

(j) Payment for holidays shall be made in accordance with the usual hours of work.

(k) Holiday pay shall be at the rate the worker is in receipt of at or immediately prior to the holiday being taken.

(1) Employees regularly working for the Government north of latitude 22 who proceed to Fremantle and Geraldton during the period of their leave shall be allowed once in each two (2) years, reasonable travelling time on the forward and return journeys between the place of their employment and either of the said

ports. Holidays other than those taken throughout the year shall be allowed to accumulate for two (2) years, subject to the convenience of the Department.

(m) Absence from work for any of the following reasons shall not break continuity of service and the periods shall be considered as service for the purpose of holidays only:—

1. Temporary stoppage of work for holidays; provided the worker reports for duty on the date fixed for resumption.
2. Inclemency of the weather, provided that the worker is ready and willing to work if called upon.
3. Leave granted by the officer in charge on account of illness or special necessity up to a period not exceeding six (6) days in any one (1) year.

(n) Approved periods of absence from work through accident sustained in the course of the Minister's employment up to a maximum of one (1) month in any one period shall not break continuity of service for the purpose of computing holidays.

#### 20.—Country Work.

(a) When a worker is instructed to proceed on duty from the place where he is then or usually employed, the employer shall pay all fares, including sleeper, and a proper allowance at current rates for all necessary meals, or board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fare on completion of job or after twelve (12) months on job. Providing this clause shall not apply where workers are entitled to camp allowance under clause 10.

(b) Travelling time shall be paid at ordinary rates at place of departure with a maximum of a day's pay when travelling by boat or in a sleeper. When travelling by night without a sleeper, the worker shall be entitled to receive an extra day's pay for such travelling. No time to be lost for travelling.

#### 21.—Travelling Time.

(a) The Department shall in all cases pay all travelling expenses actually and reasonably incurred by the workers in going from the shop or yards of the Department or from one job to another.

(b) The shop or yard is the recognised depot in each district. On construction work the job shall be the recognised depot.

(c) In all cases where a worker is not required to attend at the shop or yard, as above, of the Department, but goes direct to the job, all expenses which are actually and reasonably incurred in excess of what the worker would have incurred in going to such shop or yard shall be paid by the Department. Under this clause workers using their own transport shall be paid the travelling expenses they would have been entitled to if they had used the ordinary means of transport.

#### 22.—Safe keeping of Tools.

A secure weatherproof place shall be provided by the employer wherein workers' tools may be locked up apart from plant or material.

#### 23.—Change Room.

A change room shall be provided on any job where it is reasonably required so that the worker may change his clothes and such place shall not be used for storing lime, cement, or other materials.

#### 24.—Record Book.

The wages sheets of the Department shall be open for inspection at Head Office by the secretary of the union, upon reasonable notice being given of his desire to inspect same.

#### 25.—Interviewing Workers.

On notifying the officer in charge any officer of the union authorised in writing by the secretary of such union shall have the right to enter any place or premises during ordinary working hours wherein members of such union covered by this Award are engaged for the purpose of conversing with or interviewing the workers in such place or premises.

Provided that such officer shall not hamper or otherwise hinder the workers in the carrying out of their work. The officer in charge shall determine whether workers are being hampered or hindered in their work.

#### 26.—Walking Time.

Any worker employed on work away from his usual place of occupation, more than one (1) mile by the shortest possible route from the nearest railway station or public transport facility shall receive sixpence (6d.) per day in addition to his ordinary pay, unless travelling in the Department's time. This clause will not operate in regard to workers living on a job.

#### 27.—Broken Shifts.

(a) Should any worker not be notified before leaving work that his services will not be required on the next day he shall be paid for that day if he duly presents himself for work at the appointed time; unless he cannot be employed on account of causes beyond the control of the management, in which case he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two (2) hours' pay.

(b) When workers commence work and are forced to knock off without having worked for more than two (2) hours in any day they shall be paid as if they had worked for two (2) hours on such day.

(c) The decision as to whether it is too wet to work shall rest with the officer in charge of the job.

#### 28.—Payment for Sickness.

(a) (1) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half ( $\frac{1}{2}$ ) day for each completed month of service.

(2) The liability of the employer hereunder shall in no case exceed one (1) week's wages during each calendar year in respect of each worker.

(3) 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.

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

(d) No payment will be made for any absence due to the worker's own fault, neglect, or misconduct.

#### 29.—Under-rate Workers.

(1) 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.

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

(3) 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.

#### 30.—Union Stewards.

Stewards appointed by the union shall be recognised by the various Departments hereinbefore mentioned in this Award. The secretary shall notify in writing the name of the steward and any subsequent alteration. The steward shall not be paid for any time occupied on union business during working hours.

#### 31.—Board of Reference.

(1) For the purpose of this Award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it in the event of no agreement being arrived at between the parties to the dispute the functions of:—

(a) adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of this Award or any of them;

(b) dealing with any other matter which the Court may refer to the Board from time to time;

(c) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award.

(2) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1935 which for this purpose are embodied in this Award.

### 32.—Notice Boards.

A notice board shall be provided by the employer on all jobs where in the opinion of the officer in charge it is considered essential for the convenience of the union concerned to have a notice board.

### 33.—Building Trades' Award—Application of.

On all construction work undertaken within fifteen (15) miles of the G.P.O., Perth, by the Architectural Branch of the Public Works Department estimated to cost over five hundred pounds (£500), the Public Works Department shall work under the Award or Agreement which would operate on the work if constructed by a private contractor; subject however to the method of allotting the weekly hours of work now before the Court for determination.

### 34.—Tools of Trade.

The workers shall be required to provide themselves with the following tools:—Putty knives, strippers, scissors, duster, paperhanger brush, roller, two lining fitches, and a two (2) foot rule. A signwriter shall provide himself with a full set of pencils and fitches.

### 35.—Apprentices.

(1) The term of apprenticeship shall be five (5) years.

(2) The maximum number of apprentices allowed to any employer in any branch shall be in the proportion of one (1) apprentice to three (3) or fraction of three (3) journeymen employed by him in that branch.

(3) An employer who has only one (1) apprentice to the branch of signwriting may be allowed to take another apprentice to that branch after his first apprentice has for three (3) years duly passed the examination prescribed by this Award.

(4) The following provision shall apply to apprentices.

(a) In general painting shops—apprentices shall be taught painting, paperhanging, graining, putty glazing and decorating.

(b) In signwriting shops—apprentices shall be taught the preparation and reason for such preparation of any surface intended for lettering, designing, sign or poster painting, writing or gilding, layout of design of lettering on any surface intended for such, the process and the reason for such required in the mixture and application of material for the correct completion of any form of sign or poster, painting, writing or gilding.

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

	Per cent. of Basic Wage.
First six (6) months .. .. .	20
Second six (6) months .. .. .	25
Second year .. .. .	30
Third year .. .. .	45
Fourth year .. .. .	65
Fifth year .. .. .	85

(6) The employment of apprentices shall be governed by the apprenticeship regulations in accordance with the schedule attached hereto except that "twelve months" in clause 42 shall be omitted and "six months" inserted in lieu thereof.

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 24th day of December, 1940.

(Sgd.) WALTER DWYER,  
President.

[SEAL]

## SCHEDULE.

### 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 discontinue the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

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

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

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

#### Cancellation of Agreement.

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

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

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

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

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

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

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

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

#### Extension of Term.

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

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

#### Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved 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 examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

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

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

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

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

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

33. In the event of an apprentice failing to pass any of his examinations, the examiners may recommend or the employer may apply to the Court to disallow the increase in wages prescribed by the Award, and the Court on any such recommendation or 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 measure (*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 six 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....., 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 italic struck out.

Form B.

Certificate of Service.

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

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School.

(Reg. 26 (e).)

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

This is to certify that at the..... examination for apprentices in the.....trade you gained the following percentages:—

Year of experience..... Stage.....per cent. ....per cent. ....per cent.

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

Registrar.

Form E.

Final Certificate.

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

Dated at.....the.....day of....., 19 .

Registrar.

Examiners.

## Form F.

## General Form of Apprenticeship Agreement.

(Recommended.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Other conditions:—

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

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

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

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

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

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

Registrar.

## IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 11 of 1940.)

Between the Western Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, Perth, Applicant, and the Premier's Department; the Minister for Works; the Minister for Water Supply, Sewerage and Drainage; the Minister for Trading Concerns (in his capacity as Administrator for the Government Engineering Works); the Chief Secretary; the Minister for Lands; the Minister for Agriculture; the Minister controlling the State Shipping Service; the Minister for the North-West; the Minister for Mines; the Minister for Employment; Fremantle Harbour Trust; the Minister for Education; and the Main Roads Board, Respondents.

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

## AWARD.

## 1.—Definitions.

"Plumber" means a worker employed or usually employed in executing any plumbing, gas fitting, pipe fitting, or domestic engineering work, or who executes any work in or in connection with:—

(a) Sheet lead, galvanised iron or other classes of sheet metal generally used by plumbers.

(b) The fixing of lead, wrought, cast, or sheet iron, copper, brass or other classes of pipe work (but not including earthenware and concrete pipes except where these are for connections to the metropolitan sewerage system), ventilating or air-conditioning appliances.

(c) Water (hot and cold) steam, (other than for power purposes) gas, air, oil for heating or cooking purposes, vacuum systems and sewerage installations.

(d) House, ship, sanitary, chemical and/or general plumbing.

(e) Fire service work.

(f) Fitting and fixing asbestos, corrugated sheets, guttering, downpipes, ridging, rain heads, ventilators, skylights, fascia and barge boards.

(g) Irrigation installations, except irrigation work undertaken by Hydraulic Engineering Branch of the Public Works Department.

2.—Scope.

This award shall apply to workers employed by the Premier's Department, the Minister for Works, Minister for Water Supply, Sewerage and Drainage (except all work coming within the scope of the M.W.S. & D. and G.W.S. awards Nos. 26 and 26A of 1937, but including plumber's work in connection with roofs and sewerage house fittings and as provided in clause 1, subclause (a) of this award), Minister for Trading Concerns (in his capacity as Administrator of the Government Engineering Works), the Chief Secretary, the Minister for Lands, the Minister for Agriculture, the Minister controlling State Shipping Service, Minister for the North West, Minister for Mines, Minister for Employment, Fremantle Harbour Trust, the Minister for Education, and the Main Roads Board.

3.—Area.

This award shall apply over the whole of the State.

4.—Term.

This award shall apply over a period of three (3) years from the date of delivery, subject to the right of either party to apply to amend same in pursuance of the provisions of the Act.

5.—Preference of Employment.

Preference of employment shall be given to financial members of the union. Before being engaged an applicant in the metropolitan area shall produce evidence that he is a financial member. This provision shall also apply outside the metropolitan area, provided however, that if the applicant is unable to produce satisfactory evidence immediately he shall furnish same within a reasonable period.

6.—Wages.

The minimum rate of wages payable to workers under this Award (other than duly registered probationers or apprentices) shall be:—

	Per Week.		
	£	s.	d.
(1) Basic wage—			
Metropolitan Area .. .. .	4	5	4
South-West Land Division excluding Metropolitan Area .. .. .	4	6	6
Goldfields .. .. .	5	0	3

(2) The following margin and allowances shall apply:—

	£ s. d.		
	£	s.	d.
Plumbers—			
Margin .. .. .	1	8	6
Tool allowance .. .. .	0	1	0

(3) Casual Worker.—A worker employed for less than one (1) week shall be considered casual, and shall receive ten (10) per cent. per day in addition to the rates prescribed in this Award.

(4) Boat type and swinging scaffolds.—(a) Workers when working on a boat type or swinging scaffold shall be paid at the rate of one shilling and threepence (1s. 3d.) per day extra. In this subclause the term "swinging scaffold" means any scaffold suspended from overhead gear and not supported from the ground and which by reason of the operations carried out on it or by reason of wind force or vibration is likely to swing or sway.

(b) No apprentice who has served less than two (2) years shall be permitted on a boat type or swinging scaffold.

(5) Opening up House Sewerage, etc.—Where the work involves opening up drains including septic tank drains for the purpose of clearing a blockage, two shillings (2s.) per day extra shall be paid.

(6) Well work.—A worker required to enter a well thirty (30) feet or more in depth for the purpose in the first place of examining a pump, pipe or any other work connected therewith, shall receive an amount of two shillings and sixpence (2s. 6d.) for such examination, and one shilling (1s.) per hour extra thereafter for fixing, renewing or repairing such work.

7.—Piecework.

A worker employed on piecework shall be paid at least the minimum rate of pay prescribed in this Award.

8.—District Allowance and Camp Allowance.

(1) In addition to the wages prescribed in clause 6 the following allowances shall be paid to workers in the undermentioned areas:—

	Per Week.		
	s.	d.	
(a) Carrabin and Bullfinch to Southern Cross .. .. .	5	3	
(b) Southern Cross and eastward thereof to Kanowna—5s. 3d. per week, except the towns of Southern Cross, Coolgardie, Kalgoorlie and Boulder, and within five (5) miles thereof, where the allowance will be 2s. 4d. per week.			
(c) Coolgardie to Salmon Gums .. .. .	5	3	
(d) Southward of Salmon Gums to Esperance .. .. .	2	4	
(e) Northward of the Kalgoorlie radius .. .. .	7	0	
(f) Wurruga and eastward and northward thereof to Meekatharra .. .. .	7	0	
(g) Three (3) miles eastward of Meekatharra to Wiluna .. .. .	10	6	
(h) Hopetoun-Ravensthorpe .. .. .	7	0	

(2) District allowances, as specified below, shall be paid to workers stationed at—

	Per Week.		
	s.	d.	
(a) Carnarvon and within an area of five (5) miles thereof .. .. .	15	0	
(b) Onslow and Point Samson and within an area of five (5) miles thereof .. .. .	23	6	
(c) Port Hedland, Broome and Derby and within an area of five (5) miles thereof .. .. .	30	0	
(d) Wyndham and within an area of five (5) miles thereof .. .. .	38	0	

(3) (a) Where workers are required to live in tents at or in the neighbourhood of the job, a tent allowance at the rate of five shillings and threepence (5s. 3d.) per week shall be paid.

(b) Pitching and striking camp:—In cases where the nature of the work necessitates the pitching of a temporary camp, and when such camp is shifted to suit the requirements of the work, then the employer shall allow full pay for the actual time reasonably taken in striking and pitching camp and the erection of bunks. The officer in charge shall decide as to what is a reasonable time for the striking and pitching, and payment shall be made accordingly. In the event of any dispute arising under this subclause, the same may be decided by the Board of Reference.

9.—Foreman and Leading Hand.

(1) A foreman means a worker who is in charge of one (1) or more leading hands or who is directly responsible to the supervisor for preparing estimates of work and for carrying out of work by other tradesmen.

(2) Foremen shall be paid not less than thirty shillings (30s.) per week above the minimum rates provided for tradesmen in their respective trades in the district in which they may be employed.

(b) Leading hand.—Any tradesman placed in charge of three (3) or more tradesmen or of six (6) workers shall be paid as a leading hand tradesman.

Leading hand tradesmen shall receive fifteen shillings (15s.) per week above the minimum rate in the district in which they may be employed.

10.—Payment of Wages.

(a) Workers shall be paid weekly where practicable.

(b) When a worker is discharged before the usual pay day he shall be paid all wages due to him when he ceases work or it shall be forwarded to his address the day after by registered post at the employer's risk, except in the case of country work, when it shall be forwarded within a reasonable time.

(c) When a worker leaves his employment before the usual pay day, he shall, on giving notice of his intention to leave not later than starting time, be paid his full wages on the day he leaves or it shall

be forwarded to his address the day after by registered post at the employer's risk, except in the case of country work, when it shall be forwarded in a reasonable time.

#### 11.—Wet Work.

While working in any place where water is continually dripping so that the worker's clothing becomes wet with soakage, or where there is water underfoot so that the worker's feet become wet, the worker shall be paid one shilling (1s.) per day in addition to the prescribed rate. This clause shall not apply to natural surface made wet by rain. Where watertight boots are provided by the employer no claim shall be allowed under the provision for wet feet.

#### 12.—Dirt Money.

Ship's workers when working under lower platform of engine rooms, in bilges, or in confined spaces around ship's boilers between ship's sides and boilers, through manhole doors, between bulkhead and back end of single boilers, shall be paid one penny halfpenny (1½d.) per hour extra.

#### 13.—Hours.

(a) The week's work shall consist of forty-four (44) hours, and except where otherwise provided the normal hours of labour shall be eight (8) per day from Monday to Friday, inclusive, and four (4) on Saturday.

(b) The week's work may by determination of any respondent be worked in five (5) days, Monday to Friday, inclusive, in which event the normal hours of labour shall be eight (8) hours forty-eight (48) minutes in each working day.

(c) The hours specified in (a) and (b) shall be worked between 7.30 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon.

(d) Lunch interval shall not exceed one (1) hour.

#### 14.—Overtime and Holidays.

(a) (1) All time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter; provided that all work (other than shift work) after 10 p.m. on Monday to Friday, inclusive, or 5 p.m. on Saturday shall be paid at double time up to the usual starting time; provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(2) Unless otherwise agreed between any respondent and the union in the case of a worker who works a five (5) day week Monday to Friday, inclusive, under a determination pursuant to subclause (b) of clause 13, and who works overtime on a Saturday, for the first four (4) hours of overtime time and a half rate and thereafter double time rate, shall be paid, but if the worker works in any period after 5 p.m. on a Saturday he shall be paid double time rate for all time worked after that hour.

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the union has been made, extra labour is not forthwith available. No worker shall be required or permitted to work more than eighteen (18) hours overtime in any one (1) week, except in the case of a breakdown of the employer's plant.

(c) For all work done on Sunday, Picnic Day (metropolitan area), New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day or Boxing Day double time shall be paid with a minimum of two (2) hours.

(d) A worker called back after completing a day's work or called out on a Sunday or holiday shall be paid a minimum of two (2) hours at overtime rates, but if he is called out more than once within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

(e) When a worker is required to continue working after knock off time for more than one (1) hour without being notified the previous day, he shall be supplied with any meal required, or be paid one shilling and sixpence (1s. 6d.) for such meal.

(f) When a worker is required for duty during any meal hour he shall be paid overtime rate until he be allowed the usual length of time for a meal.

(g) (1) Subject to subclause (c) herein, a worker after twelve (12) months' continuous service shall be entitled to two (2) weeks' leave, provided that Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day and Picnic Day (metropolitan area) shall be taken as they come as portion of the leave.

(2) In addition to the specially named days in subclause (g) (1) hereof, a worker shall be entitled after such twelve (12) months continuous service to one (1) week's leave, such leave to be taken at the convenience of the Department. Provided however that the total liability of the employer for payment for the holidays mentioned in subclause (g) hereof shall not exceed two (2) weeks' pay.

(h) All workers other than casuals who have not served the full calendar year shall be entitled to the same proportion of holiday leave or payment in lieu thereof as their length of service is to the full period of leave for the twelve (12) months.

(i) When work is closed down over Christmas and the New Year for the purpose of annual leave, workers with less than a full year's service will only be entitled to payment during such period for the number of days' leave due to them.

(j) Payment for holidays shall be made in accordance with the usual hours of work.

(k) Holiday pay shall be at the rate the worker is in receipt of at or immediately prior to the holiday being taken.

(l) Workers regularly working for the Government north of latitude 22 who proceed to Fremantle and Geraldton during the period of their leave shall be allowed once in each two (2) years, reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports. Holidays other than those taken throughout the year shall be allowed to accumulate for two (2) years, subject to the convenience of the Department.

(m) Absence from work for any of the following reasons shall not break continuity of service and the periods shall be considered as service for the purpose of holidays only:—

1. Temporary stoppage of work for holidays; provided the worker reports for duty on the date fixed for resumption.
2. Inclemency of the weather, provided that the worker is ready and willing to work if called upon.
3. Leave granted by the officer in charge on account of illness or special necessity up to a period not exceeding six (6) days in any one year.

(n) Approved periods of absence from work through accident sustained in the course of the Minister's employment up to a maximum of one (1) month in any one period shall not break continuity of service for the purpose of computing holidays.

(o) Picnic Day shall be the second Monday in November in each year unless that second Monday happens to be the day observed as King's Birthday, in which event Picnic Day shall be the third Monday in November.

#### 15.—Country Work.

(a) When a worker is instructed to proceed on duty from the place where he is then or usually employed, the employer shall pay all fares, including sleeper, and a proper allowance at current rates for all necessary meals, or board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fare on completion of job, or after twelve (12) months on job. Providing this clause shall not apply where workers are entitled to camp allowance under clause 8 (3) (a).

(b) Travelling time shall be paid at ordinary rates at place of departure with a maximum of a day's pay when travelling by boat or in a sleeper. When travelling

by night without a sleeper, the worker shall be entitled to receive an extra day's pay for such travelling. No time to be lost for travelling.

(c) The employer shall provide free transport for the worker's tools.

#### 16.—Travelling Time.

(a) The Department shall in all cases pay all travelling expenses actually and reasonably incurred by the workers in going from the shop or yards of the Department or from one job to another.

(b) The shop or yard is the recognised depot in each district. On construction work the job shall be the recognised depot.

(c) In all cases where a worker is not required to attend at the shop or yard, as above, of the Department, but goes direct to the job, all expenses which are actually and reasonably incurred in excess of what the worker would have incurred in going to such shop or yard shall be paid by the Department. Under this clause workers using their own transport shall be paid the travelling expenses they would have been entitled to if they had used the ordinary means of transport.

#### 17.—Safe-keeping of Tools.

A secure waterproof place shall be provided by the employer wherein plumbers' tools may be locked up apart from plant or material.

#### 18.—Change Room.

A change room shall be provided on any job where it is reasonably required so that the worker may change his clothing and such place shall not be used for storing lime, cement, or other materials.

#### 19.—Record Book.

The wages sheets of the Department shall be open for inspection at Head Office by the Secretary of the Union upon reasonable notice being given of his desire to inspect same.

#### 20.—Right of Entry to Works.

On notifying the officer in charge any officer of the union authorised in writing by the President and Secretary of such union shall have the right to enter any place or premises during ordinary working hours wherein members of such union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises: Provided that such officer shall not hamper or otherwise hinder the workers in the carrying out of their work. The officer in charge shall determine whether workers are being hampered or hindered in their work.

#### 21.—Walking Time.

Any worker employed on work away from his usual place of occupation, more than one (1) mile by the shortest possible route from the nearest railway station or public transport facility shall receive sixpence (6d.) per day in addition to his ordinary pay unless travelling in the department's time. This clause will not operate in regard to workers living on a job.

#### 22.—Broken Shifts.

(a) Should any worker not be notified before leaving work that his services will not be required on the next day he shall be paid for that day if he duly presents himself for work at the appointed time; unless he cannot be employed on account of causes beyond the control of the management, in which case he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two (2) hours' pay.

(b) When workers commence work and are forced to knock off without having worked for more than two (2) hours in any day they shall be paid as if they had worked for two (2) hours on such day.

(c) The decision as to whether it is too wet to work shall rest with the officer in charge of the job.

#### 23.—Absence Through Sickness.

(a) (1) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half ( $\frac{1}{2}$ ) day for each completed month of service.

(2) The liability of the employer hereunder shall in no case exceed one (1) week's wages during each calendar year in respect of each worker.

(3) 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.

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

(d) No payment will be made for any absence due to the worker's own fault, neglect, or misconduct.

#### 24.—Under-rate Workers.

(1) 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.

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

(3) 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.

#### 25.—Union Stewards.

Stewards appointed by the union shall be recognised by the various departments hereinbefore mentioned in this Award. The secretary shall notify in writing the name of the steward and any subsequent alteration. The steward shall not be paid for any time occupied on union business during working hours.

#### 26.—Board of Reference.

(1) For the purpose of this Award, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it in the event of no agreement being arrived at between the parties to the dispute the functions of:—

- (a) Adjusting any matters of difference which may arise from time to time except such as involve interpretation of the provisions of this Award or any of them;
- (b) Dealing with any other matter which the Court may refer to the Board from time to time;
- (c) Classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award.

(2) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1935, which for this purpose are embodied in this Award.

#### 27.—Notice Boards.

A notice board shall be provided by the employer on all jobs where in the opinion of the officer in charge it is considered essential for the convenience of the union concerned to have a notice board.

#### 28.—Contract of Service.

(a) The contract of service shall be by the day and shall be terminable by one (1) day's notice on either side, except in the case of a casual worker, when one (1) hour's notice shall suffice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness or broken shifts and comes within the provisions of clause 22 or clause 23, 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 on which the worker cannot be usefully employed, because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

(e) The rate of payment in the wages clause is for the purpose of convenience, expressed in weekly amounts.

#### 29.—Provision of Appliances.

The following tools shall be provided by the employers:—Metal pots, plumbing irons, mandrills, long dumies, blow lamps, stocks and dies for iron and brass pipes, cutters, all tongs over twelve (12) inches, vices, hack saw blades, taps and drills, hatchets, files, cramps, caulking tools and chisels for brick and concrete, and the employer shall also supply all tools required for work to be performed on wrought iron and lead pipes over two (2) inches in diameter, and the worker shall supply only the usual kit bag of tools.

#### 30.—Building Trades' Award—Application of.

On all construction work undertaken within fifteen (15) miles of the G.P.O., Perth, by the Architectural Branch of the Public Works Department estimated to cost over five hundred pounds (£500), the Public Works Department shall work under the award or agreement which would operate on the work if constructed by a private contractor; subject however to the method of allotting the weekly hours now before the Court for determination.

#### 31.—Apprentices.

(1) The term of apprenticeship shall be five (5) years.

(2) The maximum number of apprentices allowed to any employer shall be in the proportion of one (1) apprentice to every two (2) or fraction of two (2) journeymen employed by him. The fraction shall be not less than one (1) journeyman.

(3) The wages payable to apprentices shall be as follows:—

	Per cent of Basic Wage.
First six (6) months .. .. .	20
Second six (6) months .. .. .	25
Second year .. .. .	30
Third year .. .. .	45
Fourth year .. .. .	65
Fifth year .. .. .	85

(4) The employment of apprentices shall be governed by the Apprenticeship Regulations in accordance with the schedule attached hereto, provided the words "twelve months" in clause 42 are struck out and "six months" substituted in lieu thereof.

(5) Each apprentice shall be supplied with tools to be selected by the foreman to the value of Two pounds ten shillings (£2 10s.) at the beginning of his apprenticeship. At the termination of each year of service if any of the tools need to be replaced it shall be done at the discretion of the foreman. Any tools wilfully destroyed by the apprentice shall be replaced by him.

At the conclusion of the apprenticeship course, on satisfactorily passing the final examination the tools shall become the property of the apprentice.

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 24th day of December, 1940.

(Sgd.) WALTER DWYER,  
President.

[SEAL.]

#### SCHEDULE.

##### *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 examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

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

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

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

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

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

33. In the event of an apprentice failing to pass any of his examinations, the examiners may recommend or the employer may apply to the Court to disallow the increase in wages prescribed by the Award, and the Court on any such recommendation or 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 six months immediately preceding such time shall be deemed to be the number of journeymen employed. Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. Where a business is in operation for less than twelve months the method of ascertaining the number shall be as agreed by the parties to the award, or, if no agreement arrived at, as determined by the Court.

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

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

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

FORMS.

Form "A."

To  
The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form "B."

Certificate of Service.

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

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

(Signature of Employer).....

Form "C."

Certificate of Attendance at Technical School.

(Reg. 26 (e).)

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

(Signature of Principal).....

Form "D."

Certificate of Proficiency.

To.....(Apprentice).

This is to certify that at the.....  
examination for apprentices in the.....trade  
you gained the following percentages:—

Year of experience.....  
Stage.....per cent.  
.....per cent.  
.....per cent.

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

Registrar.

Form "E."

Final Certificate.

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

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

Registrar.

Examiners.

Form "F."

General Form of Apprenticeship Agreement  
(Recommended).

THIS AGREEMENT made this.....day  
of.....19... between.....of  
.....(address) .....(occu-  
pation) (hereinafter called "the employer") of the  
first part.....of  
.....born on the.....day  
of 19... (hereinafter called "the apprentice") of the  
second part and.....of.....(address)  
.....(occupation).....parent (or  
guardian) of the said.....(hereinafter  
called the "parent" or "guardian") of the third part  
witnesseth as follows:—

1. The apprentice of his own free will and with the  
consent of the parent (or guardian) hereby binds 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 faith-  
fully 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 dur-  
ing the apprenticeship, without the consent in writing of  
the employer, sell any goods which the employer makes  
or employ himself in the service of any other person or  
company in any work, or do any work which the em-  
ployer undertakes, other than for the employer, and will  
not absent himself from the employer's service without  
leave, and will comply with the provisions of the regu-  
lations and of all Awards and Agreements made under  
the Industrial Arbitration Act, 1912-1935, or any other  
Act in force so far as the same shall relate to his  
apprenticeship.

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

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

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

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

4. It is further agreed between the parties hereto:—

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

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

(c) This Agreement may, subject to the approval of  
the Court, be cancelled by mutual consent by the 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 pre-  
sence of—

.....  
(Signature of Employer.)

Noted and registered this.....day of.....19..

.....  
Registrar.

IN THE COURT OF ARBITRATION OF WESTERN  
AUSTRALIA.

(No. 369 of 1940.)

Between the Minister for Works, Applicant, and West-  
ern Australian Amalgamated Society of Car-  
penters and Joiners' Association of Workers; the  
West Australian Plumbers and Sheet Metal  
Workers Industrial Union of Workers, Perth; the  
Operative Painters and Decorators' Industrial  
Union of Workers, Perth; the Operative Brick-  
layers and Rubble Wallers' Industrial Union of  
Workers, Perth, W.A.; the Builders' Labourers'  
Union of Workers of Perth, Western Australia;  
the Metropolitan Operative Stonemasons' Union  
of Workers of Western Australia; and Western  
Australia Society of Operative Plasterers' Indus-  
trial Union of Workers, Perth, Respondents.

THE Court of Arbitration of Western Australia doth  
hereby make the following Award in connection with  
the Industrial Dispute between the abovenamed  
parties:—

AWARD.

1.—Weekly Hours—How Worked.

(1) On all construction work undertaken within  
fifteen (15) miles of the G.P.O., Perth, by the Archi-  
tectural Branch of the Public Works Department, esti-

mated to cost over five hundred pounds (£500), the Public Works Department shall work under the Award or Agreement which would operate if the work were constructed by a private contractor, except as regards the hours clause to which the following subclause shall be added. Such subclause shall be in addition to the existing provision where provision is not made therein for the forty-four (44) hour week to be worked in five (5) days, and if such provision is made in the said Award or Agreement then it shall be substituted in place thereof:—

On any particular work or undertaking the week's work may at the option of the Minister and with the concurrence of the majority of all the workers (excluding apprentices and junior workers) employed on such job, be worked in five (5) days, Monday to Friday, inclusive, in which event the normal hours of labour shall be eight (8) hours forty-eight (48) minutes in each working day.

(2) In the event of a question arising at any time during the progress of a work or undertaking as to the concurrence of the majority referred to in the preceding subclause, such matter shall be decided by a ballot of the workers concerned, conducted by and under the supervision of the Registrar of the Court.

2.—Area.

This Award shall operate over the area mentioned in clause 1 hereof.

3.—Term.

This Award shall remain in force for a period of three (3) years from the date hereof.

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 24th day of December, 1940.

(Sgd.) WALTER DWYER,  
President.

[SEAL.]

CORRIGIN DISTRICT VERMIN BOARD—NOTICE.

THE Corrigin Vermin Board, by virtue of section 96 of the Vermin Act, 1919, hereby orders as follows:—

The owners or occupiers of all holdings within the district of the Board, with the exception of townsites, shall commence the work of destroying rabbits on such holdings, and on the roads adjoining and intersecting same, on or before the 1st day of February, 1941.

The means to be adopted are as follows:—Not less than four miles of furrow, with poison baits not more than six feet apart, must be laid for each 1,000 (one thousand) acres or part thereof owned or occupied.

Passed at a meeting of the Corrigin Vermin Board held on the 14th day of December, 1940.

By Order of the Board,

JAMES ADAMS,  
Chairman.  
CYRIL A. BOX,  
Secretary.

PINGELLY ROAD AND VERMIN BOARD.

NOTICE is hereby given for general information that Leslie Robert Forsyth has been appointed Vermin Inspector for the above Board's district as from the 13th January, 1941, in lieu of Robert Ivor Tanner.

J. A. STEWART,  
Chairman.

LOST CASH ORDER.

Agricultural Bank,  
Perth, 8th January, 1941.

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

C/O. No. 4663 (Fertiliser subsidy); value £5; J. Arbuckle and Sons; 28/5/1940; Perth.

C. L. CLARKE,  
General Manager.

APPOINTMENT

(under section 5 of the 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. 52/40. Perth, 16th January, 1941.

IT is hereby notified, for general information, that Mr. J. F. McIntyre has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Beverley Registry District, to reside at Beverley, during the absence on leave of Mr. F. E. McCaw; appointment to date from 20th January, 1941.

R. J. LITTLE,  
Acting Registrar General.

THE COMPANIES ACT, 1893.

The Australian Wood Pipe Company, Limited.

NOTICE is hereby given that at the expiration of three months from the 31st day of January, 1941, The Australian Wood Pipe Company, Limited, intends to cease carrying on business in Western Australia.

Dated the 13th day of January, 1941.

W. S. BARDEN,  
Attorney of the said Company.

Stone, James & Co., of 47 St. George's terrace, Perth,  
Solicitors for the said Company.

Western Australia.

THE COMPANIES ACT, 1893.

South-West Woollen and Textile Mills, Limited.

NOTICE is hereby given that the Registered Office of the above Company is situated at Union Bank Chambers, Victoria street, Bunbury, and is open to the public between the hours of 9 a.m. and 5 p.m. on all week days, excepting Saturdays, when it closes at 12 noon.

Dated this 7th day of January, 1941.

SLEE & ANDERSON,  
Solicitors for the abovenamed Company;  
Stephen street, Bunbury.

THE COMPANIES ACT, 1893.

The International Institute of Accountants.

NOTICE is hereby given that the Registered Office of the abovenamed Company has been changed and is now situated at Suite 6, First Floor, T. & G. Chambers, 37 St. George's terrace, Perth, and is accessible to the public between the hours of 10 a.m. and 4 p.m. on week days and 10 a.m. and noon on Saturdays.

Dated this 14th day of January, 1941.

ALFRED DUNCAN,  
Attorney for the Company,  
in Western Australia.

TAKE notice New Era Herbal Tablets Pty., Ltd. (incorporated in the State of N.S.W. on the 15th November, 1938), has now been duly registered as a Foreign Company in Western Australia, whose Offices are situated at 1032-34 Hay street, Perth. Attorney for the Company in Western Australia, Stanley W. Deane of the same address, authorised by the Directors of the Company.

S. J. W. DEANE,  
Managing Director.  
M. DEANE,  
Director.

New Era Herbal Tablets, Pty., Ltd.

NELSON & HAHN, LIMITED

(in liquidation).

NOTICE is hereby given that a meeting of the creditors of Nelson & Hahn, Limited (in liquidation), will be held at the offices of the Liquidator, on Tuesday, the 28th day of January, 1941, at the hour of 3.30 in the

afternoon, to consider any matters dealing with the realisation of the Company, and to carry any resolutions therewith as may be thought fit.

FINN M. MELSOM,  
Liquidator,  
National Mutual Chambers,  
81 St. George's terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1893. "DUX, LIMITED," hereby gives you notice, in accordance with the provisions of the Companies Act, 1893, that the Registered Office of the Company is changed from 25 Quarry street, Fremantle, to and will hereafter be at 30-32 Adelaide street, Fremantle, and that the said office be open for business and accessible to the public between the hours of 9 a.m. and 5 p.m. on week days and between 9 a.m. and noon on Saturdays.

Dated the 9th day of January, 1941.

N. de B. CULLEN & CO.,  
of 20 Queen street, Fremantle,  
Solicitors for Dux, Limited.

IN THE MATTER OF THE COMPANIES ACT, 1893-1938.

NOTICE is hereby given that, under the provisions of section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to South-West Woollen and Textile Mills, Limited.

Dated this 8th day of January, 1941.

G. J. BOYLSON,  
Acting Registrar of Companies.  
Supreme Court Office, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1893-1938.

NOTICE is hereby given that, under the provisions of section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to A. T. Jones Mortgage & Agency Co., Limited.

Dated this 8th day of January, 1941.

G. J. BOYLSON,  
Acting Registrar of Companies.  
Supreme Court Office, Perth, W.A.

IN THE MATTER OF THE ASSOCIATIONS INCORPORATION ACT, 1895.

I, JOHN PETER STRATTON, of 19 Hillway, Nedlands, Merchant, trustee of or person hereunto authorised by the W.A. Sportsmen's Organising Council for Patriotic Funds do hereby give notice that I am desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895. The following is a copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act.

1. The name of the Association is W.A. Sportsmen's Organising Council for Patriotic Funds.

2. The objects or purpose of the Association are to:—

- (a) Organise efforts to raise funds to devote to War Patriotic purposes.
- (b) Organise, control, and to advise and encourage in the organising of efforts for patriotic purposes.
- (c) Assist in obtaining suitable facilities for such organised efforts.
- (d) Disburse and to advise as to the distribution of funds raised for patriotic purposes.
- (e) Generally to do all acts, matters and things which may in any way be conducive to the attainment of the above objects.

3. Perth.

4. The trustees are:—John Peter Stratton, Henry Hearty and Dallas Anderson Gair.

5. The management of the Association is vested by the constitution and rules of the Association in the following persons, namely:—John Peter Stratton, Dallas Anderson Gair, Laurence Howard Preston, Frank Theodore Treacy, William Richard Orr, Frank D'arcy Beames, Allan Ross, Glen Herford Dunstan, Henry Hearty, John Cruickshank, Donald John Chipper, Edward Avenell, and Ronald Nelson Percival.

(Sgd.) J. P. STRATTON.

First Schedule.

THE NATIONAL BANK OF AUSTRALASIA, LIMITED, PERTH.

Register of Unclaimed Money held by the National Bank of Australasia, Limited, Perth, W.A.

Name and last known address of owner on books:—Frank Elder, address unknown, last known address c/o Post Office, Port Hedland; Total amount due to owner—£9 3s. 7d.; Description of unclaimed money—Balance of account at the National Bank of Australasia, Ltd., Perth, W.A.; Date of last claim—6/7/34.

Name and last known address of owner on books:—Alfred Robert Turner, Manor House, Upper Twickenham, England; Total amount due to owner—£14 2s. 2d.; Description of unclaimed money—Balance of account at the National Bank of Australasia, Ltd., Bunbury; Date of last claim—5/12/34.

Name and last known address of owner on books:—Thomas Henry Clifton, Fruiterer, Bayswater; Total amount due to owner—£14 17s. 2d.; Description of unclaimed money—Balance of account at the National Bank of Australasia, Ltd., William street, Perth; Date of last claim—8/10/34.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hitherto subsisting between Wilfred Ivan Keogh and John Lindsay Lewens Fairbairn, of C.M.L. Building, 55 St. George's terrace, Perth, under the style or firm-name of "W. Ivan Keogh & Co.," Public Accountants, has been dissolved by mutual consent as from the 31st day of December, 1940: The said John Lindsay Lewens Fairbairn retires from the said firm as at that date and thereafter the said practice will be carried on by the said Wilfred Ivan Keogh, who will collect and receive all moneys owing to the said Partnership, and will pay and discharge all the liabilities of the said Partnership.

Dated the 7th day of January, 1941.

W. IVAN KEOGH.

Witness: C. Browning Turner, C.M.L. Building, Perth, Clerk.

LINDSAY FAIRBAIRN.

Witness: G. H. Thomas, 177 Royal street, Perth, Accountant.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alfred Rix, formerly of Ewart street, Midland Junction, in the State of Western Australia, but late of Morrison road, Midland Junction aforesaid, Railway Employee, deceased.

NOTICE is hereby given that all persons having any claims or demands against the Estate of the above-named deceased are requested to present particulars of the same in writing to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, in the said State, on or before the 17th day of February, 1941, after the expiration of which time the Executor will distribute the assets of the said deceased without any reference to any claims or demands of which it shall not then have had notice.

Dated the 9th day of January, 1941.

BOULTBEE, GODFREY & VIRTUE,  
of Commercial Union Chambers, 66 St. George's terrace, Perth, Solicitors for the Executor, The West Australian Trustee, Executor, and Agency Company, Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Albert Paul Richardson, late of Meekering, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of Albert Paul Richardson, late of Meekering, in the State of Western Australia, Farmer, deceased, are requested to send particulars of the same in writing to the Executrix, care of Pearson Lyon & Co., Solicitors, 129 Fitzgerald street, Northam, on or before the 17th day of February, 1941, after which date the said Executrix 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 the said Executrix shall then have had notice.

Dated this 13th day of January, 1941.

PEARSON LYON & CO.,  
of Northam, Solicitors for the said Executrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of James Sutherland, late of 58 First avenue, Mount Lawley, in the State of Western Australia, Engineer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the State of the abovenamed deceased are requested to send particulars in writing thereof to the Executor, The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, in the State of Western Australia, on or before the 17th day of February, 1941, after which date the Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 8th day of January, 1941.

PARKER & PARKER,  
21 Howard street, Perth, Solicitors for the Executor of the Will of the said deceased.

IN THE SUPREME COURT OF WESTERN AUSTRALIA.

In the matter of the Will and First Codicil of Charles James Garland, late of 41 Tyrell street, Nedlands, in the State of Western Australia, Business Manager, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the above Estate are hereby requested to send in particulars thereof in writing to the Executors, care of The Perpetual Executors, Trustees, and Agency Company

(W.A.), Limited, of 93 St. George's terrace, Perth, on or before the 17th day of February, 1941; and, further, that at the expiration of the last-mentioned date the Executors 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 they shall then have had notice.

Dated the 6th day of January, 1941.

HARDWICK, SLATTERY & GIBSON,  
Victoria House, St. George's terrace, Perth,  
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Elizabeth Bayliss, late of 136 Parry street, Perth, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having any claims or demands against the Estate of the abovenamed deceased are requested to present particulars of the same in writing to the Executor, The Perpetual Executors, Trustees, and Agency Company (W.A.) Limited, of St. George's terrace, Perth, in the said State, on or before the 17th day of February, 1941, after the expiration of which time the Executor will distribute the assets of the said deceased without any reference to any claims or demands of which it shall not then have had notice.

Dated the 9th day of January, 1941.

BOULTBEE, GODFREY & VIRTUE,  
Of Commercial Union Chambers, 66 St. George's terrace, Perth, Solicitors for the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.), Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ephraim Hewett, late of Kunjin, in the State of Western Australia, Farmer, 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 17th day of February, 1941, 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 9th day of January, 1941.

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 Estate of the undermentioned deceased person (orders to collect and administer whose Estate 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 17th day of February, 1941, after which date I will proceed to distribute the assets of the said deceased person among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 16th day of January, 1941.

J. H. GLYNN,  
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Earley, Elizabeth (commonly known as Elizabeth Oddy)	30-10-40	8-1-41	Carnarvon ... ..	Married woman

Optometrists Act, 1940.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Sir James Mitchell,  
TO WIT. } K.C.M.G., Lieutenant-Governor in and  
JAMES MITCHELL, } over the State of Western Australia  
Lieutenant-Governor. } and its Dependencies in the Common-  
[L.S.] } wealth of Australia.

WHEREAS by the provisions of section 1 of the Optometrists Act, 1940, it is provided that the said Act shall come into operation on a day to be fixed by Proclamation: Now, therefore I, the said Lieutenant-Governor, acting with the advice and consent of the

Executive Council, do hereby proclaim that the Optometrists Act, 1940, shall come into operation on the 17th day of January, 1941.

Given under my hand and the Public Seal of the said State, at Perth, this 16th day of January, 1941.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

## STREET COLLECTIONS (REGULATION) ACT, 1940.

Chief Secretary's Office,  
Perth, 16th January, 1941.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to the provisions of section 7 of the Street Collections (Regulation) Act, 1940, has been pleased to make regulations under and for the purposes of the said Act, in the manner set forth in the Schedule hereunder.

(Sgd.) F. J. HUELIN,  
Under Secretary.

## SCHEDULE.

## Regulations.

1. These regulations may be cited as the Street Collections Regulations, 1941.
2. In these regulations, subject to the context—
  - “Approved” means approved by the Chief Secretary;
  - “The Act” means the Street Collections (Regulation) Act, 1940;
  - “Collector” means any person assisting or taking part in any collection; and, where any term which is defined in the said Act is used, such term shall have the same meaning as that given to it by the Act.
3. Permits for collections may be granted with respect to such days and dates (not exceeding forty in any year) as the Chief Secretary may decide. Notice of such days and dates shall be published in the *Government Gazette* and in such newspapers and publications as the Chief Secretary may determine. Permits for collections may also be granted for such other days and dates in any year as the Chief Secretary may decide and a like notice shall be given. Provided that the days and dates with respect to which permits for collections may be granted shall not exceed fifty in any one year.
4. Any person desiring to make a collection in any public street within the metropolitan area shall make application in writing to the Chief Secretary, in the Form No. 1 in the Appendix hereto.
5. Upon approval by the Chief Secretary a permit in the Form No. 2 in the Appendix hereto shall be issued to the person making the application.
6. No person may assist or take part in any collection without the written authority, in the form of an approved badge, signed by the person to whom the permit has been granted. Every such person shall wear the badge in a conspicuous position and shall allow same to be inspected by any person authorised in that behalf by the Chief Secretary.
7. No collection shall be made in any part of the roadway of any public street, nor be made in any public street, to the obstruction or annoyance of any person in such public street.
8. No collector shall use a box or other receptacle at the end of a pole intended to reach upper windows or the roofs of conveyances.
9. No person under the age of 16 years shall act or be permitted to act as a collector.
10. Every collector shall carry and present to all contributors or purchasers for the reception of money contributions a box or other receptacle of approved type issued by the person to whom the permit has been granted, numbered and securely closed and sealed in such a way as to prevent the same being opened or the money extracted without such seal being broken, and into this box or other receptacle all money received shall be immediately placed. All such boxes or receptacles shall be numbered consecutively. Forthwith, after he has ceased collecting, every collector shall deliver his boxes or other receptacles, with the seals unbroken, to one of the persons authorised by the person to whom the permit has been granted as being responsible for the proper application of the money received.
11. A collector shall not carry any collecting box which does not bear displayed prominently thereon the name of the fund for which the collection is being made, with the date of the collection.
12. No payment by way of reward shall be made or given to any collector. No payment or reward shall be made or given, either directly or indirectly, to any other person connected with the promotion or conduct of a collection for or in respect of services in connection therewith, except such payments as may be shown in the application made, in the Form No. 1 in the Appendix hereto before the permit for the collection is granted.
13. Conditions which are deemed to be attached to the grant of every permit are that, within fourteen days after the date of any collection, the person responsible therefor shall forward to the Chief Secretary a statement, in the Form No. 3 contained in the Appendix hereto, with vouchers certified by the person and audited by an auditor or other responsible person, showing in detail the amount received and the expenses incurred in connection with such collection, and shall, if required by the Chief Secretary, satisfy him as to the due and proper application of the proceeds of the collection. The person shall also, within the same period, and after the audit, publish in such newspaper or newspapers, as the Chief Secretary may direct, a short statement showing the name of the person responsible for the collection, the name of the fund which is to benefit, the date of the collection and the amount collected, the amount of the expenses and the amount distributed to the particular fund.
14. (1) It is also an implied condition to the granting of every permit that the Auditor General, on receipt of a request from the Chief Secretary, is empowered to make such investigations and demand the production of such books or documents as he may consider necessary, and to report the result of such investigations to the Chief Secretary.

(2) Any person refusing or failing to comply with any request of the Auditor General pursuant to this regulation is deemed to have committed an offence against these regulations.

15. Any person who acts in contravention of any of the foregoing regulations is guilty of an offence and liable, on summary conviction, to a fine not exceeding twenty pounds.

Form No. 1.

**STREET COLLECTIONS (REGULATION) ACT, 1940.**  
(Section 5.)

*Application for Permission to Conduct a Street Collection within the Metropolitan Area.*

The Chief Secretary, Perth.

I/We, hereby apply for a permit to conduct a street collection, subject to the provisions of the Street Collections (Regulation) Act, 1940, and the regulations made thereunder, and submit the undermentioned information in support of my/our application.

1. Name and address of Association, Society, or Committee in whose behalf application is made.	
2. Name, address, and designation of Trustees.	
3. Name, address, and designation of Secretary.	
4. Name, address, and designation of Treasurer.	
5. Name, address, and designation of Auditor.	
6. Date and between what hours it is proposed to conduct collection.	
7. Proposed area of operations	
8. Approximate number of collectors.	
9. Object or purpose for which it is proposed to raise funds.	
10. Ratio of distribution, if for more than one object or purpose.	
11. (a) Estimate of the amount of money which is required to be raised in order to carry out the proposed programme for the year. (b) Other sources of income, excluding street appeals and the estimated collection therefrom, which are available to meet the year's programme.	
12. The amount of the cash and bank balance as at date of application.	Cash .. .. Bank .. ..  Total .. ..
13. Name of bankers.	
14. Details of remuneration proposed to be paid in respect of services rendered in connection with the collection, stating rate of remuneration and to whom it is to be paid.	
15. Date of previous street collection. Particulars of amount raised therefrom.	
16. Any further information in support of application.	

.....  
Signature and office of person or persons making application.

Form No. 2. No.....  
 STREET COLLECTIONS (REGULATION) Act, 1940.  
 (Section 4.)

*Permit to Conduct a Street Collection.*

..... is hereby granted permission, subject to the provisions contained in the Street Collections (Regulation) Act, 1940, and the regulations made thereunder, to conduct a street collection between the hours of..... and..... and within the area of.....; for the object or purpose of.....

Dated the ..... day of ..... 194 ..  
 Chief Secretary.

(See back hereof for conditions.)

(On back.)

Your attention is particularly directed to regulations 13, 14, and 15, reading as follows:—

13. Conditions, which are deemed to be attached to the grant of every permit, are that, within fourteen days after the date of any collection, the person responsible therefor shall forward to the Chief Secretary a statement, in the Form No. 3 contained in the Appendix hereto, with vouchers certified by the person and audited by an auditor or other responsible person, showing in detail the amount received and the expenses incurred in connection with such collection, and shall if required by the Chief Secretary, satisfy him as to the due and proper application of the proceeds of the collection. The person shall also, within the same period, and after audit, publish in such newspaper or newspapers as the Chief Secretary may direct, a short statement showing the name of the person responsible for the collection, the name of the fund which is to benefit, the date of the collection and the amount collected, the amount of the expenses and the amount distributed to the particular fund.
14. (1) It is also an implied condition to the granting of every permit that the Auditor General, on receipt of a request from the Chief Secretary, is empowered to make such investigations and demand the production of such books or documents as he may consider necessary, and to report the result of such investigations to the Chief Secretary.  
 (2) Any person refusing or failing to comply with any request of the Auditor General pursuant to this regulation is deemed to have committed an offence against these regulations.
15. Any person who acts in contravention of any of the foregoing regulations is guilty of an offence and liable, on summary conviction, to a fine not exceeding twenty pounds.

Form 3.

STREET COLLECTIONS (REGULATION) ACT, 1940.

Permit No.....  
 Name of Association, Organisation or Committee:—

*Statement of Cash Receipts and Payments.*

Receipts.	Payments.	
To Gross proceeds of collection ...	By expenses—	
	Salaries (if any) ... ..	
	Advertising ... ..	
	Printing, stationery, postages, telegrams, and telephone ...	
	Collection boxes ... ..	
	Sundries (give details) ... ..	
	Total ... ..	
	By net proceeds devoted or remitted to*	

Auditor's Certificate:—

.....  
 Signature of auditor.

.....  
 Signature and designation of officer.

\*Full particulars of the manner in which the proceeds have been disposed of are required. The receipt or acknowledgment given by the body or person receiving the amount should be attached to this statement.

This statement must be completed and forwarded to the Under Secretary, Chief Secretary's Department, Perth, within 14 days of the date of completion of collection for which the permit was granted, together with particulars of the publication of a statement of the collection in such newspaper or newspapers, as directed by the Chief Secretary, on the issue of the permit.

STREET COLLECTIONS (REGULATION) ACT, 1940.

Chief Secretary's Office,  
Perth, 16th January, 1941.

NOTICE is hereby given that any person (including any association, society, or committee, and any combination thereof) desiring to make a street collection in the metropolitan area during 1941 should make application to the Chief Secretary for the issue of the necessary permit in the application form prescribed by the Street Collections Regulations, 1941.

Applications are restricted to the following dates:—

Friday:—January 24th, 31st; February 14th, 21st, 28th; March 7th, 14th, 21st, 28th; April 4th, 18th; May 2nd, 9th, 16th, 30th; June 6th, 13th, 20th, 27th; July 11th, 18th, 25th; August 1st, 15th, 22nd, 29th; September 5th, 12th, 26th; October 3rd, 10th, 17th, 24th, 31st; November 14th, 21st, 28th; December 5th, 12th, 19th.

(Sgd.) F. J. HUELIN,  
Under Secretary Chief Secretary's Department

The Factories and Shops Act, 1920-1937.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Sir James Mitchell,  
TO WIT, } K.C.M.G., Lieutenant-Governor in and  
JAMES MITCHELL, } over the State of Western Australia  
Lieutenant-Governor. } and its Dependencies in the Common-  
[L.S.] } wealth of Australia.

F. & S. 1355/30.

WHEREAS it is provided by subsection (5) of section 100 of the Factories and Shops Act, 1920-1937, that it shall be lawful for shops to which the said section applies, excepting those in certain districts named in the subsection, to remain open until nine o'clock on one evening in the week, subject to the provisions of the said subsection, and that the Governor may from time to time by Proclamation issued on the petition of a majority of the shopkeepers affected, determine the day on which such shops shall so remain open in each week for any district: And whereas, by Proclamation made under the said Act and published in the *Government Gazette* on the 29th day of May, 1931, the Governor proclaimed and determined that the day in each week on which all shops in the Lake Grace Shop District shall remain open until nine o'clock in the evening shall be Thursday: And whereas a petition has been presented to the Governor by a majority of the shopkeepers in the Lake Grace Shop District praying that the day on which such shops in that district shall remain open until nine o'clock in the evening shall be Friday instead of Thursday: And whereas it is deemed desirable to accede to the prayer of such petition and to repeal and revoke the aforesaid Proclamation: Now, therefore I, the said Lieutenant-Governor, acting with the advice and consent of the Executive Council, and in exercise of the power conferred upon me in that behalf by section 100 (5) of the Factories and Shops Act, 1920-1937, do hereby repeal and revoke the Proclamation issued under the said section in respect of the Lake Grace Shop District and published in the *Government Gazette* on the 29th day of May, 1931, and do hereby proclaim and determine that, subject to the provisions of the Act, the day in each week on which all shops in the Lake Grace Shop District shall remain open until nine o'clock in the evening shall be Friday.

Given under my hand and the Public Seal of the said State, at Perth, this 16th day of January, 1941.

By His Excellency's Command,

A. COVERLEY,  
for Minister for Labour.

GOD SAVE THE KING ! ! !

ACTS OF PARLIAMENT, ETC., FOR SALE AT  
GOVERNMENT PRINTING OFFICE.

	£	s.	d.
Abattoirs Act and Amendment .. .. .	0	1	0
Administration Act (Consolidated) .. .. .	0	3	0
Adoption of Children Act .. .. .	0	2	6
Agricultural Bank Act .. .. .	0	1	0
Agricultural Seeds Act .. .. .	0	1	0
Arbitration Act .. .. .	0	1	0
Associations Incorporation Act .. .. .	0	0	6
Auctioneers Act .. .. .	0	1	0

Acts of Parliament, etc.—continued.

	£	s.	d.
Bills of Sale Act (Consolidated) and Amendment .. .. .	0	1	6
Brands Act .. .. .	0	1	6
Bread Act (Consolidated) and Amendment .. .. .	0	1	6
Bush Fires Act .. .. .	0	1	0
Carriers Act .. .. .	0	0	6
Child Welfare Act .. .. .	0	2	0
Companies (Consolidated) Act .. .. .	0	4	6
Crown Suits Act .. .. .	0	1	6
Dairy Cattle Improvement Act .. .. .	0	1	0
Dairy Industry Act .. .. .	0	2	0
Dairy Products Marketing Regulation Act .. .. .	0	2	0
Declarations and Attestations Act .. .. .	0	0	6
Dentists Act and Amendment .. .. .	0	2	0
Discharged Soldiers' Settlement Act .. .. .	0	1	6
Dog Act (Consolidated) .. .. .	0	1	0
Dried Fruits Act .. .. .	0	1	6
Droving Act .. .. .	0	1	0
Drugs (Police Offences) Act .. .. .	0	1	0
Egg Marketing Act .. .. .	0	1	0
Electoral Act (Consolidated) .. .. .	0	2	6
Electricity Act .. .. .	0	1	0
Employers' Liability Act .. .. .	0	0	6
Employment Brokers Act and Amendment .. .. .	0	1	0
Evidence Act (Consolidated) .. .. .	0	2	0
Factories and Shops Act (Consolidated) .. .. .	0	4	0
Factories and Shops Act Regulations .. .. .	0	1	0
Factories and Shops Time and Wages Books—			
Large .. .. .	0	4	3
Small .. .. .	0	3	3
Farmers' Debts Adjustment Act (Consolidated) .. .. .	0	1	0
Feeding Stuffs Act .. .. .	0	0	6
Fertilisers Act .. .. .	0	1	0
Financial Emergency Act .. .. .	0	1	6
Financial Emergency Tax Assessment Act .. .. .	0	2	0
Firearms and Guns Act (Consolidated) .. .. .	0	1	0
Fire Brigades Act, 1916, and Amendment .. .. .	0	3	0
Firms Registration Act and Amendment .. .. .	0	1	0
Fisheries Act (Consolidated) .. .. .	0	1	0
Forests Act .. .. .	0	1	6
Fremantle Harbour Trust Act (Consolidated) .. .. .	0	1	6
Friendly Societies Act and Amendments .. .. .	0	2	0
Game Act (Consolidated) .. .. .	0	1	0
Gold Buyers Act .. .. .	0	1	0
Goldfields Water Supply Act .. .. .	0	2	6
Gold Mining Profits Tax and Assessment .. .. .	0	1	0
Government Electric Works Act .. .. .	0	1	0
Group Settlement Act .. .. .	0	1	3
Hawkers and Pedlars Act and Amendment .. .. .	0	1	0
Health Act (Consolidated) .. .. .	0	3	0
Hire Purchase Agreement Act (Consolidated) .. .. .	0	0	6
Hospital Fund Act .. .. .	0	1	0
Hospitals Act .. .. .	0	1	0
Illicit Sale of Liquor Act .. .. .	0	0	6
Income Tax Assessment Act .. .. .	0	4	0
Industrial Arbitration Act (Consolidated) .. .. .	0	3	0
Industrial Arbitration Regulations .. .. .	0	2	6
Industries Assistance Act (Consolidated) .. .. .	0	1	0
Inebriates Act .. .. .	0	0	6
Infants, Guardianship of, Act .. .. .	0	1	0
Inspection of Machinery Act with Regulations .. .. .	0	2	6
Inspection of Scaffolding Act (Consolidated) .. .. .	0	1	0
Interpretation Act .. .. .	0	1	3
Irrigation and Rights in Water Act .. .. .	0	1	6
Justices Act (Consolidated) .. .. .	0	3	0
Land Act and Regulations .. .. .	0	4	6

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Land Agents Act and Amendment .. .. .	0	1	0
Land Drainage Act .. .. .	0	2	0
Legal Practitioners Act (Consolidated) .. .	0	1	0
Legitimation Act .. .. .	0	1	0
Licensed Surveyors Act .. .. .	0	1	0
Licensing Act and Amendments .. .. .	0	4	0
Life Assurance Act (Consolidated) .. .	0	2	0
Limitation Act .. .. .	0	1	0
Limited Partnerships Act .. .. .	0	0	6
Lotteries (Control) Act .. .. .	0	2	0
Lunacy Act (Consolidated) .. .. .	0	2	0
Main Roads Act .. .. .	0	1	6
Marine Stores Dealers Act .. .. .	0	1	0
Marriage Act .. .. .	0	2	0
Married Women's Property Act (Consolidated)	0	0	6
Married Women's Protection Act (Consolidated)	0	0	6
Masters and Servants Act .. .. .	0	1	0
Medical Practitioners Act .. .. .	0	1	6
Metropolitan Milk Act (Consolidated) .. .	0	1	6
Metropolitan Water Supply, Sewerage, and Drainage Act .. .. .	0	2	0
Mines Regulation Act .. .. .	0	1	9
Mine Workers' Relief Fund Act and Regulations .. .. .	0	2	6
Mining Act .. .. .	0	2	0
Mining Development Act .. .. .	0	1	6
Money Lenders Act (Consolidated) .. .	0	1	0
Municipal Corporations Act (Consolidated) ..	0	5	0
Native Administration Act .. .. .	0	1	6
Native Flora Protection Act .. .. .	0	1	0
Notaries Act .. .. .	0	0	6
Noxious Weeds Act .. .. .	0	1	0
Nurses Registration Act .. .. .	0	2	0
Partnership Act .. .. .	0	1	0
Pawnbrokers Act (Consolidated) .. .. .	0	1	0
Pearling Act (Consolidated) .. .. .	0	2	0
Petroleum Act and Regulations .. .. .	0	4	0
Pharmacy and Poisons Act (Consolidated) ..	0	2	0
Plant Diseases Act .. .. .	0	2	0
Police Code Compilation .. .. .	1	10	0
Powers of Attorney Act .. .. .	0	0	6
Prevention of Cruelty to Animals Act .. .	0	1	0
Prisons Act (Consolidated) .. .. .	0	1	6
Public Service Act (Consolidated) .. .. .	0	2	6
Public Works Act and Amendment .. .. .	0	2	6
Purchasers' Protection Act .. .. .	0	1	6
Road Districts Act (Consolidated) .. .. .	0	4	6
Sale of Goods Act .. .. .	0	1	0
Second-hand Dealers Act .. .. .	0	0	6
Stamp Act (Consolidated) .. .. .	0	2	6
State Government Insurance Act .. .. .	0	0	6
State Manufacturers Description Act .. .. .	0	0	6
State Trading Concerns Act .. .. .	0	1	6
State Transport Co-ordination Act .. .. .	0	1	6
Statistics Act .. .. .	0	0	6
Superannuation and Family Benefits Act ..	0	2	6
Supreme Court Act .. .. .	0	3	6
Supreme Court Rules .. .. .	1	5	0
Tenants, Purchasers, and Mortgagors' Relief Act .. .. .	0	2	0
Timber Industry Regulation Act and Regulations ..	0	2	6
Totalisator Act and Amendment .. .. .	0	2	6
Town Planning and Development Act .. .. .	0	1	0
Trades Descriptions Act .. .. .	0	1	0
Trade Unions Act .. .. .	0	1	6
Traffic Act (Consolidated) and Regulations ..	0	6	0
Tramways Act, Government .. .. .	0	0	6
Trespass, Fencing and Impounding Act and Amendment .. .. .	0	1	6
Truck Act and Amendment .. .. .	0	1	6

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Trustees Act .. .. .	0	1	6
Unclaimed Moneys Act .. .. .	0	1	0
Vermin Act (Consolidated) .. .. .	0	2	6
Veterinary Act .. .. .	0	1	6
Water Boards Act .. .. .	0	2	6
Weights and Measures Act and Regulations ..	0	2	6
Wheat Pool Act .. .. .	0	1	0
Wheat Products (Prices Fixation) Act .. .. .	0	1	0
Workers' Compensation Act .. .. .	0	2	6
Workers' Homes Act (Consolidated) .. .. .	0	2	6
Workmen's Wages Act .. .. .	0	1	6
Year Book, Pocket .. .. .	0	0	6

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