



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 1.]

PERTH : FRIDAY, JANUARY 5.

[1945.

The Health Act, 1911-1942.

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 section 45 of the Health Act, 1911-1942, it is provided that a Local Authority, in the exercise of its powers conferred by Part 3 of the said Act may make and levy rates of different amounts in respect of portions of its district, defined for that purpose by Proclamation: Now, therefore I, the Lieutenant-Governor in and over the State of Western Australia, acting by and with the advice and consent of the Executive Council, do hereby by this Proclamation define the following portions of the Wongan-Ballidu Health District wherein rates of different amounts in respect of the said portions of such district may be levied:—(a) Wongan Hills and Ballidu, (b) Kondut.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of December, 1944.

A. H. PANTON, Minister for Public Health.

GOD SAVE THE KING ! ! !

Native Administration Act, 1905-1941.

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.

PURSUANT to section 63 of the Native Administration Act, 1905-1941, I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do hereby proclaim and establish a Court of Native Affairs in the districts or district or parts of districts which are comprised within the boundaries of the For-

rest Magisterial District, and declare that such Court shall be known as the Forrest Court of Native Affairs.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of December, 1944.

By His Excellency's Command,

A. COVERLEY, Minister for the North-West.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-1940.

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 section 10 of the Fisheries Act, 1905-1940, it is provided that the Governor may, by Proclamation, prohibit all persons from taking any fish whatsoever, in every or any specified portion of Western Australian waters, by means of fishing nets and fishing lines, or either of such means of capture, or by any other specified means of capture, for any specified term: Now therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power enabling me in this behalf, proclaim and declare as follows:—That all those portions of Western Australian waters defined in the Schedule hereto shall be closed against the use of fishing nets as from January 1, 1945, until December 31, 1947, inclusive.

Schedule.

(1) That portion of the waters of Geographe Bay extending in an easterly direction from the eastern side of the shore end of the Busselton pier or jetty to a point on the foreshore a quarter of a mile from the said pier or jetty and a quarter of a mile into the waters of the said bay.

(2) That portion of the waters of Geographe Bay extending in a westerly direction from the western

side of the shore end of the Busselton pier or jetty to a point on the foreshore a quarter of a mile from the said pier or jetty and a quarter of a mile into the waters of the said bay.

Given under my hand and the Public Seal of the said State, at Perth, this 28th day of December, 1944.

By His Excellency's Command,

A. A. COVERLEY, Minister for the North-West.

GOD SAVE THE KING ! ! !

The Mining Tenements (War Time Exemption) Act, 1942.

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.

No. 664/18.

WHEREAS under the provisions of section 4 of the Mining Tenements (War Time Exemption) Act, 1942, it is enacted that the Governor may by Proclamation revoke any Proclamation previously issued under the said section 4 relating to the waiving or postponing of the payment of rent on any mining tenement which is prescribed and payable under the Mining Act, 1904-1937, and the exempting of the holder of any mining tenement from his obligation under the Mining Act, 1904-1937, to observe, comply with or perform any conditions relating to such mining tenement: Now, therefore I, Sir James Mitchell, Lieutenant-Governor as aforesaid, with the advice and consent of the Executive Council, in exercise of the powers conferred by the said Act, do by this Proclamation revoke the Proclamations dated the 23rd day of August, 1943, and the 11th day of May, 1944, in so far as the said Proclamations waived the payment of rent and exempted the holder of the mining tenement mentioned in the Schedule hereunder from compliance with the labour covenants relating to such mining tenement.

Schedule.

Class of Mining Tenement, No., Goldfield, District,
Date from which revocation to take effect.

Gold Mining Lease; 1101U; North Coolgardie; Ular-
ring; 1st January, 1945.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of December, 1944.

By His Excellency's Command,

(Sgd.) A. H. PANTON, Minister for Mines.

GOD SAVE THE KING ! ! !

THE AUDIT ACT, 1904.

The Treasury,
Perth, 29th December, 1944.

THE following appointments have been approved:—
Receiver of Revenue: Trsy. No. 1/40—Mr. G. F. Wyatt for the Leonora Water Supply for the period 22/12/44 to the 1/2/45; Trsy. No. 1/40—Mr. C. N. A. Taylor for the Water Supply Department at Norseman for the period 13th December, 1944, to the 10th January, 1945.

A. J. REID, Under Treasurer.

Office of Public Service Commissioner,
4th January, 1945.

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

Ex. Co. 1441; P.S.C. 378-44—E. Lovegrove, Inspector, Poultry Branch, Department of Agriculture, to be Poultry Advisor, as from 7th December, 1944.

Ex. Co. 1496; P.S.C. 244-43—Edna Grace Kirk and June Foster McColl, under section 28 of the Public Service Act, to be Junior Typists, Government Chemical Laboratory, Mines Department, as from 1st June, 1944.

Ex. Co. 1496; P.S.C. 117-42—Alfred Leslie Day, under section 28 of the Public Service Act, to be Junior Clerk, Kalgoorlie, Mines Department, as from 19th May, 1944.

And has also approved of the following resignations:—
Ex. Co. 1424—Dr. C. L. Park, Commissioner of Public Health, Public Health Department, as from 20th December, 1944.

Ex. Co. 1496—M. H. Maloney, Tracer, Lands and Surveys Department, as from 29th November, 1944.

And has also approved of the following retirement:—
Ex. Co. 1076—G. W. Wallis, Clerk in Charge, Electoral Department, Crown Law Department, under section 66 of the Public Service Act, as from 6th January, 1945.

Ex. Co. 1496—His Excellency the Lieutenant-Governor in Executive Council has approved of the creation, under section 37 of the Public Service Act, of the position Technical Assistant, Class 8, £318-330, Fisheries Branch, North-West Department.

GEO W. SIMPSON, Public Service Commissioner.

COMMISSIONER OF PUBLIC HEALTH, PERTH, WESTERN AUSTRALIA.

APPLICATIONS are invited under the State Public Service Act for the above position.

Applicants must be legally qualified medical practitioners, and should possess a D.P.H. or its equivalent.

The Department, in addition to the usual public health functions, controls the management of 25 Government Hospitals, and supervision of 60 other hospitals, the Homes for the Aged and Infirm and direction of State Medical Services. The Commissioner is the Professional Head of these activities.

Salary range £1,180 to £1,300 plus basic wage adjustment, which at 1st December is £60. Further information may be obtained on enquiry.

Applications stating age, qualifications and experience, close with the undersigned at Perth on February 23rd.

GEO. W. SIMPSON, Public Service Commissioner.

Crown Law Department,
Perth, 3rd January, 1945.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the following appointments:—
Francis Charles Rex Mitchell as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Boulder, during the absence on leave of David Henry Hann; Francis Charles Rex Mitchell as Acting Electoral Registrar for the South electoral province and the Boulder electoral district during the absence on leave of D. H. Hann, as from the 22nd November, 1944; Thomas Kennerley Wood, as Acting Electoral Registrar for the Mount Magnet electoral district, during the absence on leave of T. G. Mellowship, as from the 11th December, 1944; Charles Norman Anzac Taylor as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Norseman, during the absence on leave of Keith Hamilton Hogg; Thomas Kennerley Wood as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Mt. Magnet, during the absence of G. T. Mellowship on leave; John Finlayson Robertson as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Merredin, during the absence of G. G. Doonan on leave; John Finlayson Robertson as Acting Electoral Registrar for the Avon electoral district, during the absence on leave of G. G. Doonan, as from the 12th December, 1944; Kennedy John Bell as bailiff of the Local Court, Fremantle.

THE Honourable Minister for Justice has directed the publication of the following notice, under section 100 of the Electoral Act, 1907-1940.

(Sgd.) H. B. HAYLES, Under Secretary for Law.

I, the undersigned, being the responsible Minister of the Crown, for the time being charged with the administration of the Electoral Act, 1907-1940, hereby appoint the undermentioned Chief Polling Place for the Legislative Assembly By-election for the Victoria Park Electoral District to be held on Saturday, 10th February, 1945.

LEGISLATIVE ASSEMBLY BY-ELECTION—
VICTORIA PARK ELECTORAL DISTRICT.
10th February, 1945.

The R.S.L. Hall, Salford street, Victoria Park—
Chief Polling Place.

(Sgd.) E. NULSEN, Minister for Justice.

The Hon. the Minister for Justice has approved of the appointment of Robert Gilchrist McCallum of Yampire Gorge, via Mulga Downs, Robert Alfred Hobson of Wittnoom Gorge, via Mulga Downs, Frederick Nicholas John Wills of Bamboo Creek, via Marble Bar, William James Lynas of Blue Spec Gold Mine, Nullagine, Bert Clyde Nilsson of Comet Gold Mine, Marble Bar, Neil Tyrie, of Hill 50 Gold Mine, Boogardie, and Walter Edward Davey of Pickering Brook, as Commissioners for Declarations under the Declarations and Attestations Act, 1913.

H. B. HAYLES, Under Secretary for Law.

Western Australia.

THE ELECTORAL ACT, 1907-1940.

Legislative Assembly By-election—Victoria Park Electoral District.

IT is hereby notified, for general information, that I have this day received from the Honourable, the Speaker of the Legislative Assembly, a Warrant, under the provisions of section 67 of the abovementioned Act, authorising and directing me to proceed forthwith to issue a Writ for the election of a member to serve in the Legislative Assembly for the Victoria Park Electoral District.

Pursuant to such Warrant, I have this day issued a Writ accordingly, and the following dates have been appointed for the purpose of such election, viz.:—1. For Nomination—Friday, 19th January, 1945, at 12 noon; 2. For taking the poll in the event of the election being contested—Saturday, 10th February, 1945; 3. For return of the Writ—Friday, 23rd February, 1945.

Dated the 3rd day of January, 1945.

C. B. MARSHALL, Clerk of the Writs.

Office of the Clerk of Writs,
Electoral Department,
62 Barrack street, Perth.

Chief Secretary's Department,
Perth, 28th December, 1944.

C.S.D. 240/43.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint Captain Albert Ernest Trivett to the staff of the Fremantle Harbour Trust as Acting Harbour Master and Berthing Master, Fremantle, as from the 1st December, 1944.

F. J. HUELIN, Under Secretary.

Prisons Department,
Perth, 28th December, 1944.

C.S.D. 563/41.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, in accordance with the provisions of the Prisons Act, 1903-18, of the appointment of the persons named hereunder as Visiting Justices to the Gaols specified, for the year 1945:—

Albany—The Stipendiary Magistrate, Albany.
Barton's Mill—A. C. R. Loaring; A. R. Thorogood;
C. Koster; G. Weston; W. J. Wallwork; Stipendiary Magistrate, Perth.
Broome—The Resident Magistrate, Broome; J. T. C. McKenzie.
Bunbury—The Stipendiary Magistrate; L. R. Honey; Edwin Rose.
Carnarvon—The Resident Magistrate, Carnarvon.
Cue—The Resident Magistrate, Cue.
Derby—The Resident Magistrate, Derby.
Fremantle—The Stipendiary Magistrate; L. B. Bolton; G. J. B. Thompson; W. J. Sumpton; F. E. Gibson; A. Turton; Francis Pearse; W. Wauhop; F. Mann; J. E. Gustafson.
Geraldton—The Stipendiary Magistrate, Geraldton.
Kalgoorlie—The Resident Magistrate, Kalgoorlie;
His Worship the Mayor.
Marble Bar—The Resident Magistrate, Marble Bar.
Meekatharra—The Resident Magistrate, Cue.
Northam—The Stipendiary Magistrate, Northam;
F. A. Gregory.
Onslow—The Resident Magistrate, Onslow.
Pardelup Prison Farm—M. F. Doran; W. H. Crane.
Perth—W. J. Wallwork, Stipendiary Magistrate; W. Christie; W. C. Manners.

Roebourne—The Resident Magistrate, Roebourne.
Wiluna—The Resident Magistrate, Cue; M. J. Quartermaine; Sydney Shiel.

Wyndham—The Resident Magistrate, Wyndham; W. A. Bruton.

York—The Stipendiary Magistrate, Northam; R. Inkpen.

W. L. WILSON, Comptroller General of Prisons.

POLICE DEPARTMENT.

THE following unclaimed property will be sold at the Police Station, Kalgoorlie, on Friday, 26th January, 1945, under section 76 of the Police Act:—9 gent's bicycles, 1 key on ring, 3 keys on ring, 1 bunch keys on ring, 21 keys on ring, 3 keys in leather holder, 1 small purse, 2 small leather purses, 1 child's leather purse, 1 gent's leather purse, 1 cycle headlamp, 1 wooden vehicle tailboard, 1 pair woollen bathers, 1 set lower dentures, 1 gent's upper denture, 1 cane basket, 1 parcel woollen knitting, 1 cardigan jacket, 1 lady's toilet bag and sundries, 1 lady's vanity bag, 1 pair lady's gloves, 1 pair lady's leather gloves, 1 pair gent's gloves, 1 length rubber hose, 1 leather wallet, 1 pair spectacles, 1 child's tricycle, 1 fan belt, 1 small crank handle, 1 crank handle, 1 neck tie, 1 string beads, 1 cream blanket, 1 pair boy's bathing trunks, 1 gold signet ring, 1 yellow metal tiepin with green stone, 1 air filter off a motor vehicle, 1 Lister engine, 1 Rushton engine, 1 berdan pan with fittings, 1 flask mercury, 1 stone crusher, 2 fly wheels, 7 crucibles, 1 box borax, 1 bag zinc shavings, 4 bags coke, 1 spindle and pulleys, 1 pair tongs, quantity steel balls.

21/12/44. D. HUNTER,
Commissioner of Police.

Department of North-West,

Ex. Co. No. 1536. Perth, 27th December, 1944.

HIS Excellency the Lieutenant-Governor in Council has been pleased to approve under section 7 of the Native Administration Act, 1905-1941, of the undermentioned appointments as from the 6th December, 1944:—(1) Charles Lewis McBeath as Acting Commissioner of Native Affairs during the absence on sick leave of the Commissioner (F. I. Bray); (2) Gerald Arthur Walker Ash as Acting Deputy of the Commissioner during the appointment of Mr. C. L. McBeath as Acting Commissioner.

Ex. Co. No. 1532.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint Colin Campbell, of Augusta, as an Honorary Inspector of Fisheries under the Fisheries Act, 1905-1940.

G. K. BARON HAY, Under Secretary for North-West.

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-39, owing to non-payment of rent or other reasons.

Name, Lease, District, Reason, Corres., Plan.
Carpenter, N. C. A.; 365/1005; Sussex 2180; abandoned; 835/41; 440A/40, A2.
Perkins, R. A. S.; 347/2013; Williams 13188; abandoned; 1212/38; 385D/40, A4.

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 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.

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, 10th JANUARY, 1945.

PERTH LAND AGENCY.

Avon District (about 6½ miles north-west of Muntadjin).

Corr. No. 953/39. (Plan 24/80, C4.)

Location 19113 containing 971a., at 3s. 9d. per acre; classification page 22 of 953/39; subject to payment for improvements, and to timber and sandalwood conditions; being M. Sloss' forfeited lease 349/421.

Ninghan District (about 1½ miles north of Marindo).

Corr. No. 6377/28. (Plan 66/80, B2.)

Locations 2999 and 3430, containing 1,460a. 2r. 32p. and 160a., respectively, at 1s. 9d. per acre; classification page 10 of 5537/27; subject to payment for improvements, if any, and to timber conditions; being R. Caulfield's forfeited leases 68/1192 and 74/586.

Victoria District (about 12 miles north-west of Tenindewa).

Corr. No. 3413/19. (Plan 156/80, AB1.)

Location 6075, containing 1,802a., at 4s. 6d. per acre; classification page 9 of 12464/11; subject to Agricultural Bank indebtedness; being N. & A. Ullrich's forfeited lease 11268/68.

G. L. NEEDHAM, Under Secretary for Lands.

WEDNESDAY, 24th JANUARY, 1945.

PERTH LAND AGENCY.

Fitzgerald District (about 2½ miles south-west of Salmon Gums).

Corr. No. 2822/24. (Plan 392/80, A & B2.)

Locations 399 and 400, containing 1,000a. 1r. 8p. and 1,100a. 1r. 4p. respectively, at 4s. 3d. per acre if selected as one holding; classification Alkali Sheet 60; subject to payment for improvements. This cancels previous *Gazette* notices dated 6/3/1940 and 30/8/1939.

Kojonup District (about seven miles north of Narlingup Siding).

Corr. No. 5783/25. (Plan 415B/40, F2; 415C/40, F3.)

Locations 4730, 4731, 4732, and 4733, containing 1,165a., at 6s. per acre, if selected as one holding; classifications pages 23, 24, 25, 26, of 5783/35; subject to Agricultural Bank indebtedness. This cancels the withdrawal notice relating to these locations.

Sussex District (three miles south-east of Vasse).

Corr. No. 3589/30. (Plan 413C/40, D3.)

Location 2322, containing 104a. 1r. 17p., at 7s. per acre; classification page 42 of 3589/30; subject to timber conditions and to payment for improvements, if any. This cancels the previous withdrawal notice concerning this location.

WEDNESDAY, 7th FEBRUARY, 1945.

PERTH LAND AGENCY.

Esperance District (about 18 miles west of Esperance).

Corr. No. 838/44. (Plan 423/80, B3.)

Location 1387, containing about 500a.; subject to survey, classification and pricing; being vacant land adjoining the northern boundary of Esperance location 683.

Fitzgerald District (about six miles north-west of Grass Patch.)

Corr. No. 802/44. (Plan 402/80, B1.)

Locations 269 and 270, containing 1,784a. 1r. 8p., at 3s. 6d. per acre; classification Alkali Sheet 94; subject to Agricultural Bank indebtedness and to a Grazing Lease expiring 8/10/45. This cancels the previous *Gazette* notice dated 28/2/40.

G. L. NEEDHAM, Under Secretary for Lands.

WITHDRAWAL NOTICE.

NUNGARIN TOWNSITE.

Department of Lands and Surveys,
Perth, 2nd January, 1945.

Corres. 13021/10.

IT is notified for general information that all the vacant lots in the townsite of Nungarin are hereby withdrawn from sale.

G. L. NEEDHAM, Under Secretary for Lands.

PUBLIC WORKS TENDERS.

Tenders, closing at Perth, 2.30 p.m., Tuesday on dates mentioned hereunder, are invited for the following:—

Work:—Morawa—New Brick School, Latrines and Shelter Shed (9381); 8th January, 1945; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Geraldton, on and after 18th December, 1944.

Purchase of Property:—North Kukerin School; 9th January, 1945; conditions may be seen at P.W.D., Perth and Katanning; Police Stations Dumbleyung and Lake Grace, from Tuesday, 12th December, 1944.

Purchase of Property:—Boulder Morgue; 9th January, 1945; conditions may be seen at P.W.D., Perth and Kalgoorlie; Court House, Boulder, from Tuesday, 12th December, 1944.

Purchase of Property:—Wyening School; 9th January, 1945; conditions may be seen at P.W.D., Perth; W.S. Office, Northam; Police Stations Toodyay and Goomalling, from Tuesday, 12th December, 1944.

Work:—Manjimup School—Additions (9382); 23rd January, 1945; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at P.W.D., Bunbury, on and after 9th January, 1945.

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 highest, lowest, or any tender will not necessarily be accepted.

W. S. ANDREW, Under Secretary for Public Works.
Perth, 4th January, 1945.

PUBLIC WORKS ACT, 1902-1933.

Public Works Department,
Perth, 27th December, 1944.

HIS Excellency the Lieutenant-Governor in Council acting pursuant to the provisions of the Public Works Act, 1920-1933, has been pleased to amend the by-law prohibiting fishing from the road bridge over the Swan River at Fremantle and from the Perth Causeway, made under the said Act and published in the *Government Gazette* on the 27th day of April, 1928, in the manner following, that is to say—(a) by inserting the words "and swimming" after the word "fishing" in line one of the said by-law; (b) by inserting the words "or swim" after the word "fish" in line four of the said by-law.

W. S. ANDREW, Under Secretary for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 21st day of December, 1944.

(Sgd.) R. H. DOIG, Acting Clerk of Council.

THE WATER BOARDS ACT, 1904.

Water Rate in the Albany Water Area.

P.W.W.S. 346/37.

NOTICE is hereby given that the rate book for the year ending the 31st October, 1945, of all lands in the Albany Water Area now liable to be rated under the above-mentioned Act has been made up and is open for inspection by ratepayers.

By order of the Minister for Water Supply, Sewerage and Drainage.

W. S. ANDREW, Under Secretary for Water Supply.
Perth, 5th January, 1945.

Notice of Rate in the Albany Water Area.

NOTICE is hereby given that, under the powers conferred by the abovementioned Act, the Minister for Water Supply, Sewerage and Drainage has ordered a

rate of three shillings in the pound on the annual rateable value of the land rated for the Albany Water Area to be made and levied for the year ending the 31st October, 1945, upon all rateable land entered in the rate book, the making up of which is published in the *Government Gazette* of the 5th January, 1945, and the local newspaper; that the minimum rate for the above-mentioned period for each separately assessed parcel of land, the annual rate of which at three shillings in the pound would not exceed £1 shall be £1, and that a memorandum of such order has been duly entered in the rate book and signed.

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

By order of the Minister for Water Supply, Sewerage and Drainage.

W. S. ANDREW, Under Secretary for Water Supply.
Perth, 5th January, 1945.

WATER BOARDS ACT AMENDMENT ACT, 1918. Moora Water Board.

P.W.W.S. 660/44.

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 Two shillings and ninepence in the £ on the annual value being made and levied by the Moora Water Board for the Moora Water Area for the year ending the 31st October, 1945.

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

THE WATER BOARDS ACT, AMENDMENT ACT, 1918.

Wagin Water Area.

P.W.W.S. 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 provision 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, 1945.

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

MUNICIPAL CORPORATIONS ACT, 1906-1943.

City of Perth—Sale of Land.

Department of Public Works,

P.W. 11/39. Perth, 27th December, 1944.

IT is hereby notified for general information that His Excellency the Lieutenant-Governor has consented under the provisions of section 210 of the Municipal Corporations Act, 1906-1943, to the sale by the City of Perth of all that piece of land being an 8ft. strip on the southern side of lot 5 of Swan Location 112 and Perthshire Location 115, fronting Charles street, North Perth, and being part of the land comprised in Certificate of Title Volume 1005, Folio 461.

W. S. ANDREW, Under Secretary for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 21st day of December, 1944.

(Sgd.) R. H. DOIG, Acting Clerk of Council.

THE ROAD DISTRICTS ACT, 1919-1942.

Kondinin Road Board.

Department of Public Works,

P.W.W.S. 975/41. Perth, 27th December, 1944.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved, under the provisions of section 168 of the Road Districts Act, 1919-1942, of Bendering Bore No. 3, A.A. 548, situate on reserve No. 22436, being placed under the control and management of the Kondinin 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 160 of the said Act.

W. S. ANDREW, Under Secretary for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 21st day of December, 1944.

(Sgd.) R. H. DOIG, Acting Clerk of Council.

ROAD DISTRICTS ACT, 1919-1942.

Melville Road Board—By-laws.

P.W. 658/36.

WHEREAS by the Road Districts Act, 1919-1942, the Road Board of any District is empowered to make by-laws for all or any purposes in the said Act mentioned, the Melville Road Board in pursuance of the powers vested in the said Board under and by virtue of the said Act and of every other authority enabling it in that behalf do hereby amend the building by-laws published in the *Government Gazette* on 26th May, 1939, and do hereby publish those amendments as follows:—

Part 2. No. 6. Notice to be given and No. 9 Permits and Fees are deleted and replaced by:—

6. No person shall commence any building or any addition or alteration to or demolish any building without first delivering at the office of the Board a written application in the form of the First Schedule hereto and without having first paid to the Board fees in accordance with the scale set out in the Second Schedule hereto having regard to the class of building and without having first obtained from the Board a written permit for the commencement of same.

Part 2. No. 10. Add to this by-law the words “and the total floor area of any residential building shall not be less than 800 sq. feet exclusive of all verandah space.”

Part 5. No. 62. Buildings wholly or partly in wood. Add to this by-law:—Studs 3in. by 2in. at 18in. centres may be used and for these, angle studs of 3in. by 3in. and top plate 3in. by 2in.

Second Schedule. Prescribed fees. Amend to read:—Where value of the addition or alteration exceeds £50, at the rate of 2s. 6d. for every £50 or part thereof.

Brick Areas.—No building other than outhouses shall be constructed with outer or partition walls of materials other than brick or concrete or stone anywhere in the following areas:—

Palmyra Ward.—Commencing from the north-west corner of Melville reserve, corner Canning highway and Stock road; thence southward along the eastern side of Stock road to northern side of Haig road; thence easterly along that boundary to Williams road; thence northward along Williams road to the north-east corner of lot 956; thence easterly to Rome road and continue easterly along the north boundary of Lamond street to North Lake road; thence north to the north-east corner of lot 39 corner of Kennedy street and North Lake road; thence easterly along the northern side of Davy street to Barnard street; thence north to Canning highway; thence westerly along Canning highway to the starting point. Also all frontages along the Canning highway from Petra street to Stock road.

Bieton Ward.—From a point on the Swan River where the northern side of Braunton street intersects; thence eastward along the northern side of Braunton and Wrexham streets to Waddell road; thence northward to a point opposite the northern side of Davis road; thence east and south-easterly along Davis road to Money road; thence south along the eastern side of Money road to the Canning highway; thence along the Canning highway to Cunningham street; thence northward along Cunningham street to the Swan River; thence along the Swan River westerly to the starting point. Also all frontages along the Canning highway between Petra street and Money road.

Mt. Pleasant Ward.—From the north-west corner of Canning highway and Hickey street; thence south along the western boundary of Hickey street, to the north side of Shapcott street; thence easterly along that boundary to McCallum crescent; thence northerly along the west boundary of McCallum crescent, to the north-east corner of lot 250; thence easterly along the northern boundary of Drew road and Mitchell street, to the eastern side of Ardross street, being the south-west corner of lot 431; thence southerly along the eastern side of Ardross street, to the northern side of Gibson street; thence easterly along the northern boundary of Gibson street, to the eastern side of Reynolds road; thence south along that boundary of Reynolds road, to the northern side of Locke street; thence easterly along the northern side of Locke street, to the south-eastern corner of lot 233; thence along the eastern boundary of lot 233 to the north-eastern corner; thence north along the western boundary of Ogilvie road, to the Canning highway;

thence westward along the Canning highway to the starting point.

Adopted by the Melville Road Board at a meeting held on 14th November, 1944.

W. C. REYNOLDS, Chairman.
N. F. HAYNES, Acting Secretary.

Recommended:—

(Sgd.) E. H. GRAY, Honorary Minister.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 21st day of December, 1944.

(Sgd.) R. H. DOIG, Acting Clerk of the Council.
21st December, 1944.

THE ROAD DISTRICTS ACT, 1919-43.

Bayswater Road Board—Building By-laws.

WHEREAS by the Road Districts Act, 1919-43, the Road Board of any District may make, alter and repeal by-laws for all or any purposes mentioned in the said Act, the Bayswater Road Board, in pursuance of the powers vested in the said Board, under and by virtue of the said Act and of every other authority enabling it in this behalf, doth hereby make and publish the following by-laws:—

Building Fees and Permit.

Paragraph 2 of the building by-laws (as amended) published in the *Government Gazette* on 18th August, 1939, page 1462, is hereby repealed and the following by-law made in its stead:—

Paragraph 2—Fees and Permit.

(Buildings and Encroaching Verandahs.)

No person shall commence any building, erection, or structure or any addition or alteration to any building, erection or structure without having first obtained from the surveyor a written permit for the commencement of same, and without having first paid to the Board the fees in respect thereof set forth in these by-laws.

Each building, erection or structure must be completed within twelve months from the date of issue by the Board of the permit thereof. The fees payable in respect of buildings, erections or structures shall be at the rate of two shillings and six pence (2s. 6d.) per 100 square feet of floor area of the building. For each 100 square feet of area of any verandah which will encroach over the building line the fee payable shall be 2s. 6d. per 100 square feet of the area of such verandah. Provided that the minimum fee payable shall be 5s. for any building, erection, structure or encroaching verandah.

Retaining Walls, Tanks and Tank Stands (Fees).

The following building fees shall be paid to the Board:—Retaining walls over 2ft. 6in. high—10s. each; retaining walls below 2ft. 6in. high—2s. 6d. each; tanks and/or tank stands—5s. each.

Passed at a meeting of the Bayswater Road Board held on the third day of November, 1944.

H. A. HAWKINS, J.P., Chairman.

ALFRED B. BONE, Secretary.

Recommended:—

E. H. GRAY, Honorary Minister.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 21st day of December, 1944.

(Sgd.) R. H. DOIG, Acting Clerk of the Council.
21st December, 1944.

ROAD DISTRICTS ACT, 1919-1942.

Kondinin Road Board—By-law for the Supply and Distribution of Water.

WHEREAS under the provisions of the Road Districts Act, 1919-42, the Board of any district is empowered to make by-laws for any of the purposes mentioned in the said Act, the Kondinin Road Board doth, in exercise of the powers aforesaid and of every power enabling it in this behalf, hereby make the following by-law:—No person shall take water from any source of supply under the control of the Board without first

obtaining the Board's written authority so to do. Penalty up to £20.

Passed by a resolution of the Kondinin Road Board on the 9th day of December, 1944.

H. H. STAFFORD, Chairman.

E. BUTLER, Secretary.

Recommended—

E. H. GRAY, Honorary Minister.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 21st day of December, 1944.

R. H. DOIG, Acting Clerk of the Council.

NOXIOUS WEEDS ACT, 1924-1939.

Department of Agriculture,
Perth, 28th December, 1944.

HIS Excellency the Lieutenant-Governor acting under section 26 of the Noxious Weeds Act, 1924-1939, has been pleased to approve of the by-laws made by Upper Chapman Road Board under and for the purposes of the said Act as set forth in the resolution passed by the said Board on the 13th day of July, 1944, a copy whereof is set out in the Schedule hereunder.

G. K. BARON HAY, Under Secretary.

Schedule.

NOXIOUS WEEDS ACT, 1924-1939.

Upper Chapman Road Board.

By-laws of the Upper Chapman Road Board made under section 26 of the Noxious Weeds Act, 1924-1939, for regulating the Destruction and Prevention of Noxious Weeds.

In pursuance of the powers in that behalf conferred by section 26 of the said Act, the Upper Chapman Road Board being a local authority within the meaning and for the purpose of the said Act, hereby makes the following By-laws.

Destruction of Noxious Weeds.

1. (1) Every owner and every occupier of land within the district of the Upper Chapman Road Board upon which any noxious weeds are growing or present shall take one or more of the following alternative sets of measures and do the one or more following alternative acts to destroy such noxious weeds, and shall diligently continue to take and do the same until all such noxious weeds have been destroyed:—(a) Pull all such noxious weeds from the ground by hand, or (b) sever all such noxious weeds below the surface of the ground by means of a suitable grubbing implement used by hand, or (c) cultivate the ground by means of an implement which will sever such noxious weeds below the ground level, or (d) plough the ground to a depth to be fixed in each case by the Board or by the local inspector appointed by the Board, or (e) break or cut such noxious weeds at or immediately above the surface of the ground by means of a suitable roller, mowing machine or reaping and binding machine, or (f) in cases where the plants are dry and there is suitable herbage cover, burn such noxious weeds by means of a running fire, or (g) carry out any other method approved by the Board.

(2) The local inspector appointed by the Board under the said Act may by notice in writing to the owner or occupier of any land within the said district require him to take any particular measures or do any particular acts mentioned in the last preceding paragraph to destroy noxious weeds growing or being on the land owned or occupied by him, and he shall forthwith take or do the same without having the alternatives mentioned in such paragraph.

(3) Every owner and every occupier of land within the said district shall immediately after any noxious weeds on such land have been removed from the ground or detached from their roots, gather the same into rows or heaps and burn them immediately they are sufficiently dry for that purpose, except in such cases when the Board has given written approval for them to be handled in some other manner.

(4) Any person who commits any breach of any of the provisions of this By-law shall be guilty of an offence and be liable to a penalty not exceeding five pounds.

Prevention of Noxious Weeds.

2. (1) No owner or occupier of land within the district shall—(a) Introduce any stock or farm produce from any place infested with noxious weeds, or (b) Remove stock or farm produce from any place infested with noxious weeds within the district to any other place within or without the district. Unless such person obtains and produces to the Board an inspector's certificate certifying that such stock or produce is free from the seeds of any noxious weed.

(2) Any owner or occupier of land who commits a breach of this by-law shall be liable to a penalty not exceeding five pounds, unless he proves to the satisfaction of the Court—(a) that a certificate of an inspector was immediately previously obtained in respect of such stock or produce to the effect that such stock or produce was free from the seeds of any noxious weed; (b) that the said stock or produce was removed or went or was taken beyond the limits of the holding without his knowledge and that he had taken all reasonable means to prevent the same from being removed or going or being taken beyond such limits.

Passed and adopted by resolution of the Upper Chapman Road Board, on the 13th day of July, 1944.

W. F. FORBES, Chairman.
H. GRANT, Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council, this 28th day of December, 1944.

(Sgd.) R. H. DOIG, Acting Clerk of the Council.

WAGIN VERMIN BOARD.

PURSUANT to the powers conferred on it by section 96 of the Vermin Act, 1918, the Wagin Vermin Board hereby orders as follows:—(a) The respective occupiers and, where no person is in actual possession, owners of all holdings within the district of the Board shall commence the work of destroying rabbits on such holdings, and upon roads bounding or intersecting same, not later than the 21st January, 1945, and shall continue and systematically carry out the said work for a period of two months commencing on the said date; (b) the means which shall be adopted for carrying out the said work shall be to lay poison baits not more than eight feet apart in a well-defined trench or furrow at all localities on the said holdings where evidence of the presence of rabbits exists.

Any person failing to comply with the requirements of this order will be liable to prosecution under section 97 of the Act without further notice.

Dated this 19th day of December, 1944.

By Order of the Board,

R. GLADSTONE, Acting Secretary.

Registrar General's Office,
Perth, 3rd January, 1945.

IT is hereby published, for general information, that the undermentioned Ministers have been duly registered in this Office for the Celebration of Marriages throughout the State of Western Australia:—

Denomination, R.G. No., Date, Name, Residence, Registry District.

METHODIST CHURCH OF AUSTRALASIA.

85/44; 12/12/44; Rev. Alfred Charles Canning; 26 Waylen street, Guildford; Swan.
85/44; 12/12/44; Rev. Frank Hales; 232 Nicholson road, Subiaco; Perth.

ROMAN CATHOLIC CHURCH.

57/43; 1/12/44; Rev. Anthony Omasmeir; St. Joseph's Farm School, Tardun; Geraldton.

BRETHREN CHURCH.

76/42; 1/1/45; Mr. Edward Thomas Wilkinson; 75 Williams road, Nedlands; Perth.

PRESBYTERIAN CHURCH.

26/41; 22/12/44; Rev. Rhys Albion Miller (Chaplain in R.A.A.F.); 4 RD, R.A.A.F., Busselton; Sussex.
26/41; 22/12/44; Rev. James Richard Sweet (Chaplain in R.A.A.F.); Group 448, R.A.A.F., Guildford; Swan.

CHURCH OF ENGLAND.

56/43; 21/12/44; Rev. Alexander Wesley Bateman, Th.L.; The Rectory, Morawa; Irwin.
56/43; 21/12/44; Rev. Warwick Shaw Bastian, Th.L.; The Rectory, Kununoppin; Northam.
56/43; 21/12/44; Rev. Jack Grattan Booty; 49 Beatrice road, Claremont; Perth.
56/43; 21/12/44; Rev. William John Northern, Th.L.; 14 Jimbell street, Mosman Park; Perth.
56/43; 2/1/45; Notice is hereby given that the name of the Minister, Rev. George James William Dunn, as gazetted on 29th December, 1944, has been amended to read: Rev. George James William Dann; 29 View terrace, East Fremantle; Fremantle.

IT is hereby published, for general information, that the name of the undermentioned Minister has been duly removed from the register in this office of Ministers registered for the Celebration of Marriages throughout the State of Western Australia:—

R.G. No., Date, Denomination and Name, Residence, Registry District.

CHURCH OF ENGLAND.

56/43; 1/12/44; The Ven. Arch. Cuthbert Hudleston, M.A.; Lawley crescent, Mt. Lawley; Perth.

R. J. LITTLE, Acting Registrar General.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned	Rate.
380/44	1944. Dec. 28	Babcock & Willcox, Ltd.	116A, 1944	Manufacture, Supply, Delivery, and Erection at Charcoal Iron Works, Wundowie, of Steam Raising Plant, as per Item 1 Spare Parts Completion approx. 57-60 weeks	Industrial Development	for £32,573. for £199 5s.
561/44	Dec. 29	George Kent (W.A.), Ltd.	199A, 1944	Manufacture and Supply of Water Meters, as follows:— Item 1—Approx. 1,000 only ½ in. Item 2—Approx. 50 only ¾ in. Item 3—Approx. 50 only 1 in. Item 4—Approx. 50 only 1½ in. Item 5—Approx. 20 only 2 in. Item 6—Approx. 1 only 4 in. Delivered to Loftus street Store within 16 weeks	Metropolitan Water Supply	£3 10s. each. £3 15s. each. £5 9s. 6d. each. £10 17s. 6d. each. £25 each. £105 each.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Extension of Contract.*

Tender Board No.	Date.	Contractor.	Particulars.
561/42	1944 Dec. 29	Coventry Motor Replacements, Ltd.	Schedule 214A, 1942.—Motor Spares, etc., for East Perth Workshop. Contract extended to 30th June, 1945.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1944. Dec. 15 ...	244A, 1944 ...	Steel Window Frames, 49 only, for Mt. Lawley Junior Technical School ...	1945. Jan. 11
Dec. 21 ...	115 ...	Furniture, Bedsteads, Bedding, Blinds, etc., for Departments, Institutions, etc., during 6 months from date of acceptance ...	Jan. 11
Dec. 14 ...	243A, 1944 ...	Second-hand "Babcock & Wilcox" Water Tube Boiler and Feed Pump, working pressure to be 160 lbs. per sq. in., capacity approx. 8,000 lbs. per hour, evaporation at 160 lbs. per sq. in. from cold feed water, to be complete with all mountings and grate for wood firing ...	Jan. 18
1945. Jan. 4 ...	1A, 1945 ...	Exhaust Fan Unit, capacity of approx. 1,300 cub. ft. air per minute at 1,140 r.p.m. ...	Jan. 18
1944. Dec. 21 ...	248A, 1944 ...	Pressure Steam Sterilisers, 6 only, for Perth Hospital ...	Feb. 1
Oct. 30 ...	208A, 1944 ...	Boiler House Equipment for New Power House at South Fremantle ...	Mar. 1
Oct. 30 ...	209A, 1944 ...	Turbo-Alternators, 25,000 K.W., C.M.R., 2 only, and Condensing Plant ...	Mar. 1
Oct. 30 ...	210A, 1944 ...	Frequency Changer, 25,000 K.W., 1 only, for East Perth Power Station ...	Mar. 1
<i>For Sale by Tender.</i>			
Dec. 21 ...	246A, 1944 ...	Second-hand Iron Concrete Barrow Transport Wheels, 34 in. dia., 1½ in. axle, 3½ in. tyres, 8 only, as they now lie at Government Stores Surplus Stores, Wittenoom street, East Perth, where inspection can be made ...	Jan. 11
Dec. 21 ...	247A, 1944 ...	Second-hand "Mather" Gas Producer with hand blower, as it now stands at Government Stores Surplus Stores, Wittenoom street, East Perth, where inspection can be made ...	Jan. 11
Dec. 28 ...	249A, 1944 ...	Firearms (Rifles, Shot-gun, and Revolver) and Cartridges (.303 and .44), as they now lie at Tender Board Office, Murray street, Perth, where inspection can be made ...	Jan. 11

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the above-mentioned 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 4th January, 1945.

G. L. NEEDHAM, Chairman W.A. Government Tender Board.

THE MINING ACT, 1904.

Department of Mines,
Perth, 21st December, 1944.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to deal with the undermentioned Leases and Applications for Leases as shown below.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

Gold Mining Leases.

The undermentioned Applications for Gold Mining Leases were approved, subject to survey:—

Goldfield.	District.	No. of Application.
Broad Arrow ...	...	2233w*.
Coolgardie ...	Coolgardie ...	5684*, 5685*, 5686*.
Murchison ...	Cue ...	2242.
	Meekatharra ...	1891N.
North Coolgardie ...	Yerilla ...	1226R, 1227R.

THE MINING ACT, 1904.

Licenses to Treat Tailings.

Department of Mines,
Perth, 21st December, 1944.

HIS Excellency the Lieutenant-Governor in Executive Council, by virtue of the powers conferred under section 112 of the Mining Act, 1904, has been pleased to grant Licenses to Treat Tailings, as shown below.

A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Licencees.	Goldfield.	Locality.	Period.
*1007H(2/1944)	685/44	Wehr, Hans ; Wehr, Werner	Phillips River	late Mineral Lease No. 15, at Ravensthorpe	Six months from 1st December, 1944.

THE MINING ACT, 1904.

Department of Mines,
Perth, 21st December, 1944.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to deal with the undermentioned Temporary Reserve as shown below.

A. H. PANTON,
Minister for Mines.

The authority granted to occupy conditionally the undermentioned Temporary Reserve has been extended :—

No.	Corres. No.	Occupant.	Term extended to :	Locality.
1090H	1749/40	Triton Gold Mines, No Liability	19th December, 1945	Reedy, Murchison Goldfield.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Onslow, 14th December, 1944.

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

(Sgd.) R. A. D. POPE, R.M., Warden.

To be heard at the Warden's Court, Onslow, on Monday, the 22nd day of January, 1945.

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

ASHBURTON GOLDFIELD.

Onslow District.

Machinery Area.

1—Albert E. Iverson; Onslow; non-payment of rent.

THE MINING ACT, 1904.

Appointments.

Department of Mines,
Perth, 21st December, 1944.

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

2541/33.—Taylor, Charles Norman Anzac, as Acting Mining Registrar at Norseman, Dundas Goldfield, during the absence on leave of Keith Hamilton Hogg, to date from the 13th day of December, 1944.

1609/31.—Wood, Thomas Kennerley, as Acting Mining Registrar at Mount Magnet, Murchison Goldfield, during the absence on leave of George Thomas Mellowship, to date from the 11th day of December, 1944.

3827/15.—Kelliher, Thomas John (P.C.), as Acting Bailiff of the Warden's Court at Wiluna, East Murchison Goldfield, during the absence on leave of Police Sergeant Leslie Henry O'Brien, to date from the 4th day of December, 1944.

A. H. TELFER, Under Secretary for Mines.

INDUSTRIAL AGREEMENT No. 8 of 1944.

(Registered 11/12/44.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1941, this seventh day of December, one thousand nine hundred and forty-four, between the Honourable Minister for Works (in his capacity as Minister controlling State Steamships) and the Coastal Dock, River and Harbour Works Union of Workers of the other part. The parties hereto mutually covenant and agree as follows:—

1.—Area and Scope.

The Agreement shall have effect over the coastline, but excepting the portion of the State within the 20th

and 26th parallels of latitude, and the 125th and 129th meridians of longitude, over all workers, other than those covered by any other Award or Industrial Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1941, employed in that industry.

2.—Wages.

Basic wage:

	£	s.	d.
Metropolitan Area	4	19	11
South-West Land Division	5	0	9
Elsewhere	5	7	1

Rate per Hour.
s. d.

Boatbuilders or shipwrights' labourer or Assistant	2	9	27/44
Man using boring machine	2	10	37/44
Rigger (including scaffolds)	3	2	25/44
Leading rigger	3	6	15/44
Man in charge, air compressor	2	10	37/44
Gangers in charge of less than 8 men ..	3	0	32/44
Gangers in charge of 8 men and over ..	3	2	25/44
Watchmen (includes cash equivalent for 2 special days per month)	2	6	
Applying compositions	2	9	41/44
Applying compositions on or about special places as defined in clause 11	3	0	32/44

3.—Hours.

(1) Forty-four hours shall constitute a week's work, except in the case of watchmen.

(2) Such hours shall be worked as follows:—Mondays to Fridays from 8 a.m. to 5 p.m. Saturdays 8 a.m. to 12 noon. Provided that in special circumstances if considered advisable by the Minister, the forty-four (44) hours shall be worked in five (5) days of eight (8) hours forty-eight (48) minutes. Provided also that watchmen shall work seven (7) shifts of eight (8) hours each, and they shall be allowed two days' leave without pay at the completion of each month of service.

4.—Overtime.

All time on duty in excess of the usual hours as provided in clause 3 shall be deemed overtime, and be paid for at the rate of time and a-half for the first four hours and double time thereafter: Provided that a worker called to start work within an hour and a-half of the usual starting time shall be paid at the rate of time and a-half until the usual starting time: Provided also that in the case of a five (5) day week the first four (4) hours worked on a Saturday shall be at the rate of time and a-half.

5.—Minimum Period of Engagement.

(a) All men engaged for work shall receive a minimum of three hours' employment or be paid for that time at the ordinary basic time rates.

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

6.—Term.

This Agreement shall operate for a term of one year.

7.—Payment of Wages.

(a) Workers shall be paid weekly when practicable.

(b) All men dismissed from employment shall be paid within four (4) office hours on dismissal. If this period

is exceeded they shall be paid at ordinary rates from the time of dismissal until payment.

(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.

8.—Sundays and Holidays.

(a) The following days shall be observed as unpaid public holidays under this Agreement:—New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Christmas Day, Boxing Day, and Picnic Day (if held on a day to be mutually arranged).

(b) For all work done on Sundays and the holidays mentioned in this subclause double ordinary time shall be paid, provided this subclause shall not apply to watchmen.

9.—Accidents and Transportation.

In cases of accident the Department shall pay the railway and any other transportation fare of the injured worker to the nearest hospital town: Provided that, when it is deemed necessary by the officer-in-charge or ganger that an attendant shall accompany an injured person, the Department shall not only pay him transportation fare, but also pay his wage, not exceeding eight (8) hours per day, for the actual time occupied on the journey.

10.—First Aid.

Efficiently equipped first aid outfits will be provided on all jobs where work is proceeding, as considered necessary by the officer-in-charge, and will, if practicable, be placed in charge of a man qualified in first aid.

11.—Special Places.

Special place shall mean ballast tanks, fresh water tanks, oil tanks, bilges, chain lockers, and peaks, provided that a special place shall not be termed a special place until after a ship is actually launched.

12.—Wet Work.

(a) Any worker working in water or wet places shall be paid an extra allowance of one shilling (1s.) per day or part of a day.

(b) "Wet places" shall mean places where in the performance of the work the splashing of water and mud saturates the worker's clothing, or where protection is not provided to prevent splashings or drippings sufficient to saturate his clothing, and shall include wet material or wet ground in which it is impracticable for the worker wearing ordinary working boots to work without getting wet feet: Provided that this clause shall not apply to men working on natural surfaces made wet by rain.

(c) The officer-in-charge or foreman shall decide whether any allowance is payable under this clause.

(d) Workers called upon to work overtime in water or in wet places shall receive an extra one shilling (1s.) for each eight (8) hours or portion thereof of overtime worked, and such allowance shall be treated as a portion of the wage for the calculation of overtime. For all other purposes the extra payment shall be deemed an allowance.

(e) Men employed in water which is too shallow for divers to effectively work in, and when conditions are such that high sea boots will not protect them from sea water, shall be paid an extra allowance of one shilling (1s.) per day in addition to any other allowance due under this clause.

13.—Higher Duties.

Any worker carrying out work classified at a higher minimum than his ordinary work for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of that shift: Provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two (2) hours at work classified at a higher minimum than his ordinary rate, he shall be paid his ordinary rate for the whole shift.

14.—Away from Home Allowance.

When a worker is called on to proceed on duty away from the place where he is then or is usually employed to any place where he cannot return to his own abode at night, the employer shall pay all fares and an allowance of six shillings (6s.) for each twenty-four (24) hours or reasonable expenses or provide board and lodging.

15.—Meal Hours.

Subject to the following provisos all work performed during the meal hours shall be paid for at the rate of time and a-half. Time and a-half to be continuous until

the men are knocked off for meals: Provided that the extra payment shall not apply beyond the breakfast hour to workers called upon to start at 6.30 a.m. or later, or beyond the dinner hour to workers called upon to start at noon or later.

(b) "Breakfast"; the hour preceding the ordinary starting time.

(c) "Dinner"; between the hours of 12 noon and 1 p.m.

(d) "Tea Hour"; between 5 p.m. and 6.30 p.m.

(e) When a worker is required for overtime without having been notified on the previous day, he shall be supplied with a meal, or be paid one shilling and sixpence (1s. 6d.) for a meal: Provided no such meal or payment is due unless the worker works more than one hour after the usual knock-off time: Provided that a worker who is allowed not less than one hour and a-half in which to get a meal before resuming work shall not be entitled to meal money or a meal under this clause.

16.—Change Rooms.

A change room shall be provided on any job, where it is reasonably required, for the convenience of the workers.

17.—Dirty Work Allowance.

Dirt allowance of 1s. (one shilling) per day shall be payable in connection with the work deemed to be more than ordinarily dirty. Cases of dispute to be determined by the Reference Board.

18.—Oilskins.

The Minister will supply oilskins, if procurable, free of charge to all workers required by the Department to work in the rain or exposed positions as approved by the engineer-in-charge.

19.—Record Book.

(1) The employer shall make and keep a record (or records) showing:—(a) The name of each worker; (b) the starting and finishing times on each day; (c) the hours worked; (d) the wage and overtime (if any) paid.

(2) Such record shall be signed by the worker and shall be open for inspection by the secretary or other duly accredited representative of the union or association during working hours, and such person may take extracts therefrom.

20.—Posting Copy of Agreement and Union Notices.

No employer shall prevent an official of the workers' union from posting a copy of this Agreement, or any union notice, not exceeding fourteen (14) inches by nine (9) inches in a suitable place on any job.

21.—Representative Interviewing Workers.

On notifying the officer-in-charge any officer of the union authorised in writing by the president and secretary of a union shall have the right to enter any place or premises during ordinary working hours wherein members of the union covered by this Agreement 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 hindered or hampered in the work.

22.—Special Rates and Provisions.

(1) Leading Hand.—A worker who is in charge of a shop, or in charge of three or more other workers, shall be classed as a "leading hand labourer" and be paid one shilling (1s.) per day extra.

(2) Sanitary Arrangements.—Proper sanitary arrangements shall be made on each job of each employer for the convenience of all workers.

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

(4) Safekeeping of Workers' Tools.—The employer shall provide a place on each job for the safekeeping of the workers' tools when not in use.

(5) Change Room.—The employer shall provide on each job a proper change room where the worker may change his clothes, and such place shall not be used for storing lime, cement, or other similar materials.

(6) This Agreement shall not apply to any work carried out at the Government Shipyards which comes within the scope of the Builders' Labourers' Award No. 15 of 1938.

23.—Bicycles.

Where a worker is called upon to use his own bicycle during working hours for the convenience of the employer, he shall be paid 1s. 6d. per week.

24.—Board of Reference.

(1) For the purpose of this Agreement, 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 Agreement 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 Agreement.

(2) An appeal shall lie from any decision of such Board in the matter and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1941, which for this purpose are embodied in this Agreement.

This Agreement shall come into force as from the first (1st) day of November, nineteen hundred and forty-four.

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

Signed by the Minister for Works,

A. R. G. HAWKE.

In the presence of E. McBurney.

[SEAL.] The Common Seal of the Dock, River and Harbour Works Union of Workers was hereto fixed in the presence of—

J. McCracken, President.

W. GLASSON, Secretary.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 8 of 1944.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Swan Portland Cement, Ltd., Respondent.

WHEREAS an Industrial Dispute existed between the abovenamed parties; and whereas the said dispute was referred into Court for the purpose of hearing and determination; and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference; and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to declare the said agreement an Award: Now therefore the Court, having read the certificate of the Commonwealth Court of Conciliation and Arbitration issued on the 28th day of November, 1944, under regulation 18 (2) (ca) of the National Security (Economic Organisation) Regulations, and pursuant to section 63 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

MEMORANDUM OF AGREEMENT.

(Note.—Wherever the word "Award" occurs herein it shall be taken to mean and include "Agreement.")

1.—Area.

This Award shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

2.—Scope.

This Award shall apply to all workers covered in the Schedule of Rates, and engaged by the company.

3.—Term.

The currency of this Award shall be for a period of one (1) year from the date hereof.

4.—Hours.

(a) For shift workers on continuous process the ordinary working hours shall not exceed one hundred and thirty-two (132) in twenty-one (21) consecutive days.

(b) Forty-four (44) hours shall constitute a week's work for ordinary day workers, which may be worked in five or five and one-half days at the option of the employer.

(c) Crib time for shift workers shall be taken in relays, at such time as not to cause a stoppage of work, and no deduction shall be made therefor from the worker's wages.

5.—Overtime and Holiday Rates.

(a) Overtime shall be paid for at the rate of time and a-half for the first two (2) hours and double time thereafter.

(b) Time and a-half shall mean one half day's wages in addition to the prescribed minimum rates, or pro rata, if there is more or less than a day.

(c) All work done on Sundays by day workers shall be paid for at the rate of double time and by shift workers at the rate of time and a-half. All work performed on Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday or Labour Day, being the holidays specially mentioned in clause 6 hereof, shall be paid for at double time.

(d) Work done in the meal hour, or any portion thereof, shall be paid for at the rate of double time, but this shall not apply to cases involving completion of work commenced before the lunch hour and not occupying more than fifteen (15) minutes from the commencement of the lunch hour, in which case the lunch hour shall be extended by fifteen (15) minutes beyond the ordinary time. This subclause shall not apply to shift workers who are, provided for under clause 4 (c).

(e) Double time shall mean one day's wages, in addition to the prescribed minimum rate, or pro rata, if there is more or less than a day.

(f) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one hour, he shall be provided with any meal required, or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

(g) Nothing in this Award shall entitle a worker working any overtime, either on week days, Sundays, or holidays, to more than twice the ordinary rate of pay.

6.—Holidays.

(a) Twelve (12) paid holidays per annum shall be granted each worker after twelve (12) months' continuous service: Provided always that New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day and Boxing Day, or the days observed as such, shall be taken as they come as portion of the holidays. The balance of six (6) days, i.e., one week's pay, shall be granted as annual leave, at the convenience of the employer, but shall not be allowed to accumulate.

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

(c) Except when employed subject to the conditions of clause 5 (c) (Overtime), no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof. On any other public holiday the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, but, if kept open or work done, ordinary rates shall apply.

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

(e) The foregoing provisions shall not apply to casual workers.

7.—Soft Clay.

Workers engaged in removing soft wet clay shall be paid at the rate of time and a-quarter whilst so working. Any dispute as to whether clay is soft wet clay shall be decided by the Works Superintendent and a duly authorised official of the Australian Workers' Union. Failing an agreement, same to be referred to the Registrar of Industrial Unions, whose decision shall be final.

8.—Raincoats.

Raincoats shall be supplied to men working outside: Provided, however, that if a second raincoat is required by any worker within two (2) years from the issue of the first, such worker must show that the necessity for the second raincoat is not due to any negligence on his part.

9.—Accommodation.

(a) The employer shall provide all necessary sanitary accommodation, change rooms, bathrooms, and dining rooms, and shall keep same in a clean condition.

(b) The employer shall provide a sufficient supply of boiling water at meal times, and, so far as practicable, cool drinking water shall be made available.

10.—Handling old Bags.

Workers handling and/or sorting old bags shall be provided with gloves, free of charge, for the protection of their hands.

11.—Men Recalled.

When a worker is recalled to work after leaving the job, he shall be paid for at least two (2) hours at over-time rates.

12.—Payment of Wages.

Wages shall be paid weekly, unless otherwise mutually agreed.

13.—Entering Kiln.

When a worker has to enter a mill, kiln, or chamber, the employer shall, if possible, see that the temperature does not exceed 100 deg. F. If the temperature does exceed 100 deg. F. the worker shall not remain inside such vessel longer than fifteen (15) minutes, with a break of ten (10) minutes before re-entering.

14.—Mixed Functions.

Workers called upon to temporarily work at a higher grade shall be paid Award rates for such higher grade for the actual time so employed.

15.—Hiring.

For the sake of convenience, the rates of pay are set out on a weekly basis, but this Award doth hereby declare that:—(a) Except in the case of casual workers, one day's notice on either side shall be deemed to be sufficient notice of termination of the contract of service; (b) the employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or the 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 from any cause which the employer cannot reasonably prevent.

16.—Casual Workers.

"Casual Worker" means a worker employed for less than six (6) consecutive working days. He shall be paid at the rate of ten per cent. (10 per cent.), in addition to the rates prescribed in this Award, upon an hourly basis.

17.—Under-rate Workers.

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

(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.

18.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one half ($\frac{1}{2}$) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days (one week's pay) in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply when the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through any

accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

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

19.—Wages.

(a) The minimum rates of wages payable to adult workers shall be as follows:—

	Per Week.	£	s.	d.
Basic wage	4	19	11	
Margin				
Per Week.	£	s.	d.	
Raw Mill:				
Miller	0	13	11	
Assistant	0	7	11	
Coal and Cement Mill:				
Miller	0	13	11	
Assistant	0	7	11	
Rotary Kiln:				
Burner	1	3	11	
Assistant	0	7	11	
River Gang:				
Launch driver or launch engine driver	0	19	11	
Dredge hand	0	19	11	
Anchor man	0	12	11	
Others	0	8	8	
General:				
Elevator man	0	12	11	
Conveyor man	0	12	11	
Machine bag filler	0	12	11	
Plant attendant	0	7	11	
Clayhole worker	0	7	11	
Stock house hand	0	7	11	
Yard worker	0	4	11	

(b) A worker engaged in splicing shall receive one shilling and sixpence (1s. 6d.) extra per day or part of day whilst so employed, in addition to his ordinary wage.

(c) Junior workers:—The minimum rates to be paid to junior workers shall be:—

Years of Age.	Per cent. of Basic Wage.
15 to 16	26.75
16 to 17	36.75
17 to 18	46.75
18 to 19	56.75
19 to 20	66.75
20 to 21	86.75

(d) Workers employed on afternoon or night shift shall be paid five per cent. (5%) in addition to the above rates.

20.—Board of Reference.

The Court may appoint for the purpose of this Agreement a Board or Boards of Reference. Each such board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by regulations.

There are assigned to each such board in the event of no agreement being arrived at between the parties to this Agreement, 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 the Agreement or any of them; (b) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement; (c) deciding any other matter that the Court may refer to such board from time to time.

An appeal shall lie from any decision of such board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1941, which for the purpose are embodied in this Agreement.

I certify pursuant to section 63 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 7th day of December, 1944.

[L.S.] (Sgd.) WALTER DWYER, President.

Filed at my office this 7th day of December, 1944.

(Sgd.) L. B. CROSBIE, Acting Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 9 of 1944.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Co-operative Bulk Handling, Ltd., Respondent.

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.—Area and Scope.

This Award shall apply to workers engaged by the respondent in connection with receiving and handling of bulk wheat (including the bagging of bulked wheat and the subsequent handling thereof) at wheat receiving railway stations or sidings within the State, but excluding the ports of Western Australia, and shall also apply to labouring work in connection with the erection, removal, or renovating of wheat bulkheads, etc.

2.—Term.

The term of this Award shall be for a period of one (1) year from the date of issue thereof.

3.—Hours.

Forty-four (44) hours shall constitute a week's work, to be worked between the hours of 7 a.m. and 6 p.m., Monday to Friday, inclusive, and between 7 a.m. and 12 noon on Saturday.

4.—Overtime, Sunday Time, and Holiday Time.

(a) All time worked prior to the usual starting time or after the usual finishing time shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) All time worked on Sundays and on New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day and Boxing Day, or the days observed in lieu thereof, shall be paid for at the rate of double time.

5.—Holidays.

(a) Twelve (12) paid holidays per annum shall be granted each worker: Provided that New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day and Boxing Day, or the days observed as such, shall be taken as they come as portion of the holidays. The balance of six (6) days shall be granted as annual leave at the convenience of the employer.

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

(c) Holiday pay shall not accrue during the worker's absence from his employment for any cause whatsoever except as to holidays pursuant to this clause or permitted sick leave.

(d) Where a worker is dismissed for wilful misconduct he shall not be entitled to the benefit of this clause.

6.—Wages.

(a) Basic Wage (Adults)—(i) Within a radius of 15 miles from the G.P.O., Perth—£4 19s. 11d. per week; (ii) within the South-West Land Division (excluding the area referred to in (i) of this subclause)—£5 0s. 9d. per week; (iii) rest of State—£5 7s. 1d. per week.

(b) Margin per week over the basic wage—£1 0s. 0d.

7.—Transfers.

(a) After commencing employment at any siding or centre, if an employee is transferred by the employer to another siding, he shall be paid at ordinary rates for the actual time taken in effecting such transfer. The employer shall pay all fares necessarily incurred. Fares shall be second class.

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

8.—Inspections.

Any officer authorised by the union may, on any day, for the purpose of investigating any alleged breaches

of this Award, and after giving notice in writing, to the company or its agent, enter any premises on which the operations covered by this Award are carried on and inspect such operations and speak to workers: Provided that such permission shall not in any way be exercised so as to cause any delay in such operations.

9.—Payment of Wages and Contract of Service.

For the sake of convenience, the wages are set out in clause 6, on a weekly basis, but it is hereby prescribed that the contract of service shall be by the day, and one day's notice shall be sufficient to terminate such contract of service. Wages shall be paid weekly, on a day mutually agreed upon between the employer and the worker.

10.—Time and Wages Record.

The employer shall keep, or cause to be kept, a record containing the following particulars:—(a) The name of the worker; (b) the class of work performed by him; (c) the starting and finishing time each day; (d) the wages and overtime (if any) paid to him each week.

11.—First-aid Kit.

If it is procurable a suitable first-aid outfit shall be supplied by the employer and shall be accessible at all times.

12.—Board of Reference.

The Court appoints, for the purpose of this Award, a Board of Reference. The board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to the board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—(a) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them; (b) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Award; (c) deciding any other matter that the Court may refer to the board from time to time; (d) adjudicating on any claim made for handling excessively dusty wheat and fixing where considered necessary a penalty rate for such work.

An appeal shall lie from any decision of the board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1941, which for this purpose are embodied in this Award.

13.—Breakdowns, etc.

Notwithstanding anything contained in this Award, the employer shall be entitled to deduct payment for any day or portion of a day that 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 that the employer cannot reasonably prevent.

14.—Away from home Allowance.

In the case of a worker who has had nine (9) months' continuous service in the employment of the employer, who is required to secure or occupy accommodation, temporarily, away from his usual place of employment, he shall be paid an away from home allowance at the rate of fifteen shillings (15s.) per week. For the purpose of this clause continuous service shall not be deemed to be broken by (a) holidays pursuant to this Award; (b) sick leave pursuant to this Award; or (c) absence from duty with the express permission of the employer.

15.—Accommodation.

At places where there is no hotel or other accommodation available the employer shall provide a hut or other suitable accommodation for adequately housing the worker.

16.—Absence through Sickness.

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

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

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

17.—Washing Facilities.

Where an adequate supply of water is available, a shower bath shall be installed for the use of the workers or the materials shall be made available for its erection.

18.—No Reduction.

Where prior to the issue of this Award certain workers have been in receipt of a special allowance other than as prescribed herein, payment thereof shall continue to be made in connection with the work being performed by them until such time as an alteration is made by Agreement or by amendment of the Award.

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 7th day of December, 1944.

[L.S.] (Sgd.) WALTER DWYER, President.

(Note.—Pursuant to Regulation 17 (1) (b) of the National Security (Economic Organisation) Regulations, approval was given on 11th December, 1944, by the Minister of State for Labour and National Service to the making of the abovementioned Award.)

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 13 of 1944.

Between The West Australian Saddlery and Leather Workers Trades Employees' Industrial Union of Workers, Perth, Applicant, and Hugo Fischer (1940), Limited, Rosenstamms, Pty., Ltd., Malla-bones, Westralia Leathergoods, Co., Ltd., and Hardwick and Co., Respondents.

WHEREAS an Industrial Dispute existed between the abovenamed parties; and whereas the said dispute was referred into Court for the purpose of hearing and determination; and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference; and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to declare the said agreement an Award: Now therefore the Court pursuant to section 63 of the Act and all other powers therein enabling it hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

Memorandum of Agreement.

1.—Scope.

This Agreement shall apply to:—

(a) Saddle Makers, Harness Makers, Collar Makers, for horses and other animals, Bridle Makers, Makers of Strappings, Whipthong Makers, Machine Belt Makers and to Leatherworkers and repairers of all classes of Leatherwork and Harness employed in Saddlery and Harness making establishments;

(b) Workers engaged in making Bags, Trunks, Portmanteaux, Leather Fibre, Veneer, Vulcanite, or Canvas Cases, Leather and Canvas Sporting Goods, Ladies Handbags, Wallets and Purses and on all other fancy leatherwork and in the cutting, machining and repairing of same.

2.—Area.

This Agreement shall apply over the area comprised within a radius of eighty (80) miles from the G.P.O., Perth.

3.—Hours.

(a) Forty-four (44) hours shall constitute a week's work for all workers to be worked in five or five and one half days at the option of the employer.

(b) Such hours shall be worked between the hours of 7 a.m. and 6 p.m. on five days in the week excluding Sunday and between 7 a.m. and 12.30 p.m. on the day upon which the weekly half-holiday is observed.

(c) The starting and finishing times in each establishment shall be mutually agreed upon between the

employer and the majority of the workers employed therein.

4.—Wages.

(1) Basic Wage—per week:—

		Within a 15-mile radius from the G.P.O., Perth.			Outside a 15-mile radius from the G.P.O., Perth, but within an 80-mile radius from the G.P.O., Perth.		
		£	s.	d.	£	s.	d.
Males	..	4	19	11	5	0	9
Females	..	2	13	11	2	14	5

(2) Adult workers (male):—

	Margin Per Week.
	£ s. d.

(a) Harness and Saddlery Trade:

Workers engaged in the manufacture or repair of:—

Saddles, harness, harness saddles, bridle work and strappings, collars for horses and other animals, whips and whip-thongs—

Journeymen	..	..	1	2	0
Journeywomen	..	..	0	8	6

(b) Bag and Leather Goods Trade:

Workers engaged in the manufacture or repair of:—

Portmanteaux, bags and trunks, suit and attache cases, travel goods, musical instrument and other cases—

Journeymen	..	..	1	2	0
Journeywomen	..	..	0	8	6

Gloves—

Journeymen	..	..	1	2	0
Journeywomen	..	..	0	8	6

Handbags, shopping bags, wallets, purses, spectacle cases and pouches of all descriptions—

Journeymen	..	..	1	2	0
Journeywomen	..	..	0	8	6

Leather coats and jackets, play suits of leather or fabric—

Journeymen	..	..	1	2	0
Journeywomen	..	..	0	8	6

Braces, leggings, straps, belts of all descriptions, leather hats and caps, razor strops, leather cushions, watch straps and similar articles—

Journeymen	..	..	1	2	0
Journeywomen	..	..	0	8	6

Sporting goods of all descriptions—

Journeymen	..	..	1	2	0
Journeywomen	..	..	0	8	6

Machine belting—

Journeymen	..	..	0	16	0
Journeywomen	..	..	0	8	6

(3) (i) Male Apprentices and Male Junior Workers:—

	Percentage of Male Basic Wage.
1st six months	.. .. 19
2nd six months	.. .. 25
3rd six months	.. .. 30
4th six months	.. .. 35
5th six months	.. .. 40
6th six months	.. .. 45
7th six months	.. .. 50
8th six months	.. .. 55
9th six months	.. .. 60
10th six months	.. .. 65

(ii) Male junior workers who, after the expiration of the 10th period of six months, have not reached 21 years of age, may be employed at the following rates for two years or until they reach 21 years of age, whichever shall first occur:—

11th six months	.. .. 81.5
12th six months	.. .. 94

	Margin Per
	Week.
	s. d.
13th six months	5 0
14th six months	15 0

(4) Female Apprentices and Female Junior Workers:—

	Percentage of
	Male Basic
	Wage.
1st six months	19
2nd six months	25
3rd six months	30
4th six months	35
5th six months	40
6th six months	45
7th six months	50
8th six months—Margin, in addition to female basic wage—9d.	
And thereafter—Margin, in addition to female basic wage—8s. 6d.	

(5) Any male apprentice who, after having served the full term of five years, is under the age of 21 years, may continue in the employer's employment at less than a journeyman's minimum wage until the expiration of one year thereafter, or until he becomes 21 years of age, whichever first happens: Provided that, during the first six months after the expiration of the apprenticeship, he shall be paid the basic wage and for the balance of that period, the basic wage, plus a margin of 10s.

(6) Females (other than apprentices or junior workers) engaged in tying off or snipping ends of cotton, or cutting webs to lengths, or sorting or eyeletting or putting on ends, or counting or tying up or preparing sample cards, or turning or rubbing out gloves:—

	Percentage of
	Male Basic
	Wage.
1st six months	19
2nd six months	22
3rd six months	25
4th six months	29
5th six months	35.5
6th six months	37.5
7th six months	44
8th six months	50
And thereafter—Margin per week, in addition to female basic wage—3s. 3d.	

5.—Proportion of Male Apprentices and Male Junior Workers.

(a) The proportion of male apprentices and junior workers shall be:—

Apprentices.		Junior Workers (Male).		Journeymen.
1	or	1	to	1
1	or	1	to	2
2	or	2	to	3
2	or	2	to	4
2	or	2	to	5
3	and }	2 or 3	to	6
2	and {			
3	and/or	3	to	7
4	and/or	3	to	8
4	and/or	3	to	9
5	and/or	4	to	10
5	and/or	4	to	11
6	and/or	4	to	12
6	and/or	4	to	13
7	and/or	4	to	14
7	and/or	4	to	15
8	and/or	5	to	16
8	and/or	5	to	17
9	and/or	5	to	18
9	and/or	5	to	19
10	and/or	5	to	20
10	and/or	6	to	21
11	and/or	6	to	22
11	and/or	6	to	23
12	and/or	7	to	24

and thereafter one additional male apprentice to every two additional male journeymen and/or one additional male junior worker to every five additional male journeymen.

(b) For the purpose of ascertaining the number of junior workers allowed to be taken at any time, the

number of journeymen employed shall be deemed to be the average number of journeymen employed on all working days of the six months immediately preceding such time.

6.—Proportion of Female Apprentices and Female Junior Workers.

The number of female apprentices and female junior workers shall be in the proportion of two female apprentices or female junior workers to one female worker receiving a margin of not less than 3s. 3d. in addition to the female basic wage.

7.—Piecework.

(a) The piecework rates payable within a 15-mile radius of the G.P.O., Perth, shall be the rates prescribed in Schedule (A) attached hereto.

(b) The piecework rates payable outside the radius prescribed in subclause (a) of this clause, but within an 80-mile radius from the G.P.O., Perth, shall be the rates prescribed in Schedule (B) attached hereto.

(c) Any work not classified in Schedules (A) and (B) may be performed by piecework by agreement between the employer and the union. Failing such agreement, the matter may be referred to the Board of Reference for determination, and the board shall, if it decides in favour of such piecework, fix the piecework rates to be paid.

8.—Overtime.

All time worked by all workers in excess of the ordinary working hours shall be paid for at the following rates:—Time and a quarter for the first two hours, time and a half thereafter until midnight, and double time from midnight until the usual starting time next day.

9.—Meal Money.

When a worker, without being notified on the previous day, is required to work after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required, or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof: Provided that such payment need not be paid to workers living in the same locality as their place of employment, who can reasonably return home for a meal.

10.—Holidays.

(a) Twelve (12) paid holidays shall be granted to each worker on completion of each twelve (12) months service: Provided always that New Year's Day, Good Friday, Easter Monday, Labour Day, Xmas Day and Boxing Day or the days observed as such shall be taken as they come as portion of the holidays. The balance of six (6) days (one week) shall be granted as Annual Leave, at the convenience of the employer, but shall in any event be taken within six (6) months of becoming due.

(b) On any other public holiday, an employer's establishment or place of business may be closed in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates shall apply.

(c) Any worker required to work on Sunday or on any of the holidays prescribed in subclause (a) of this clause shall be paid at double time rates.

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

(e) A worker who is dismissed for misconduct or who illegally severs his contract of service shall lose all rights under this clause.

(f) Holiday pay shall not accrue during a worker's absence from his employment except on account of sickness in accordance with subclause (a) of clause 13.

11.—Aged and Infirm 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 or be employed at the proposed lesser rate.

12.—Time and Wages Record.

Each employer shall keep or cause to be kept at his place of business, or at each of them, if more than one, a record containing:—(a) the name of each worker employed by him and to whom this Agreement applies; (b) the class of work performed, the hours during which the worker is employed, and the wages paid to each worker. Such record, which shall also contain the date of birth and age of each junior worker, may be inspected at any time during ordinary business hours by the secretary for the time being of the worker's union, and also by any other person acting under an authority issued by the President of the Court of Arbitration.

13.—Payment for Sickness.

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

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

(c) The onus of proof of sickness entitling the worker to the leave mentioned in subclause (a) hereof shall be on the worker, and, if necessary, may require to be supported by a certificate from a qualified medical practitioner.

14.—Breakdowns, etc.

The employer shall be allowed to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause that the employer cannot reasonably prevent.

15.—Junior Worker's Certificate.

Junior workers, upon being engaged shall, if required, furnish the employer with a certificate containing the following particulars:—(a) Name in full; (b) age and date of birth; (c) name of each previous employer and length of service with such employer; (d) class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of an employer shall be endorsed on the certificate and signed by the employer, upon the request of the worker. No worker shall have any claim upon an employer for additional pay, in the event of the age or length of service of the worker being wrongly stated on the certificate. If any junior worker shall misstate his age in the above certificate, he shall be guilty of a breach of this Agreement.

16.—Board of Reference.

The Court may appoint, for the purpose of this Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in

the event of no agreement being arrived at between the parties to the agreement, the functions of:—(a) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of the Agreement or any of them; (b) classifying and fixing wages, rates and conditions for any occupation or calling not specifically mentioned in the Agreement; (c) determining piecework rates as referred to in clause 7 (c); (d) deciding any other matter that the Court may refer to such Board from time to time.

An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1941, which, for this purpose, are embodied in the Agreement.

17.—Suspension of Work.

(a) One day's notice shall be given of suspension of work, or that any worker will not be wanted to attend at the factory, and the employer shall be liable only to payment of wages up to the time of the expiration of such notice. If at any time work is suspended or a worker is told that he or she will not be wanted to attend at the factory without such one day's notice having been given, a worker shall nevertheless be entitled to one day's pay, or to payment for such less time as work may be suspended, or the worker is not wanted to attend at the factory, respectively, unless the suspension of work arises from some cause beyond the employer's control, in which case the employer shall not be liable to pay any worker for the time during which work is so suspended. Workers shall give notice to their employer when they desire to be absent from work except in case of sickness or emergency beyond their control.

(b) Except where the suspension of work arises from some cause beyond the employer's control the provisions of subclause (a) of this clause shall be applied in such a manner as to ensure that the worker shall not lose more than three (3) days' work in any one week.

(c) Notice of suspension of work given before noon on the day that it is intended to suspend work shall be deemed a day's notice for the purpose of this clause.

18.—Contract of Service.

The contract of service of all workers other than apprentices and pieceworkers shall be by the week, and one week's notice on either side shall be required to terminate the employment.

19.—Interviewing Workers.

An accredited representative of the union shall be permitted to interview the workers during the recognised meal hour on the business premises of the employer, but this permission shall not be exercised, without the consent of the employer, more than once in any week.

20.—Higher Duties.

Any worker who is required to do work for which a higher rate is prescribed in this Agreement shall be paid such higher rate whilst so employed.

21.—Term.

This Agreement shall operate from its date and shall continue in force for a period of three (3) years, subject to the right of either party to amend same in pursuance of the provisions of the Act.

22.—Notices.

An accredited Union representative shall not be prevented from posting any notice of the Union not exceeding fourteen (14) inches by nine (9) inches in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection, the Board of Reference shall decide where the said notices shall be posted.

23.—Apprentices.

(a) The provisions of Schedule "C" marked "Apprenticeship Regulations," are hereby embodied in and form part of this Agreement.

(b) An apprentice shall provide himself with all necessary tools.

(c) Apprentices shall not be allowed, except to one or more of the following branches of the trade:—1, Collar making; 2, Riding saddle making; 3, Leather trunk making; 4, Harness making; 5, Whipthong making; 6, Leather suitcase making; 7, Leather bag making; 8, Machining; 9, Leather goods making.

I certify, pursuant to section 63 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a

copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 5th day of December, 1944.

(Sgd.) WALTER DWYER, President.

[L.S.]

Filed at my office this 5th day of December, 1944.

(Sgd.) L. B. CROSBIE, Acting Clerk of the Court of Arbitration.

Schedule "A"—Piecework Rates.

Within a 15-mile radius from the G.P.O., Perth.

Collar.	Putting up. s. d.	Stuffing Rim. s. d.	Stuffing Body. s. d.	Finishing. s. d.	Total. s. d.
(1) No. 3 and 4 plough collar, check lined, single strap, rim turned down 2¼ inches—					
Basic wage	1 4.114	2 9.954	4 4.948	1 9.868	10 4.884
Margin	3.549	7.476	11.657	4.815	2 3.497
	1 7.663	3 5.430	5 4.605	2 2.683	12 8.381
(2) No. 2 plough collar, check lined, double strap, rim turned down 2¼ inches full—					
Basic wage	1 4.095	3 1.944	4 8.340	2 1.296	11 3.675
Margin	3.545	8.354	1 0.405	5.570	2 5.874
	1 7.640	3 10.298	5 8.745	2 6.866	13 9.549
(3) No. 1 dray collar, check lined, quilted top, double straps, hair faced—					
Basic wage	1 4.162	3 5.561	6 4.197	2 1.398	13 3.318
Margin	3.558	9.151	4.777	5.593	2 11.079
	1 7.720	4 2.712	7 8.974	2 6.991	16 2.397
(4) (a) Camel collars, check lined—					
Basic wage	1 4.102	3 1.376	5 1.526	2 1.299	11 8.303
Margin	3.545	8.230	1 1.547	5.571	2 6.893
	1 7.647	3 9.606	6 3.073	2 6.870	14 2.196
(b) Camel, double barge, ordinary body—					
Basic wage	1 4.150	3 8.988	5 1.707	2 8.881	12 11.726
Margin	3.556	9.904	1 1.588	7.240	2 10.288
	1 7.706	4 6.892	6 3.295	3 4.121	15 10.014
(c) Camel, double barge, mill weight—					
Basic wage	1 7.628	5 1.767	7 7.207	3 3.831	17 8.433
Margin	4.321	1 1.601	1 8.082	8.771	3 10.775
	1 11.949	6 3.368	9 3.289	4 0.602	21 7.208
(5) Donkey collars, check lined, single strap—					
Basic wage	1 4.113	2 9.954	4 4.946	1 9.871	10 4.884
Margin	3.549	7.476	11.658	4.814	2 3.497
	1 7.662	3 5.430	5 4.604	2 2.685	12 8.381
(6) Spring cart collars, leather lined—					
Basic wage	1 7.601	3 2.048	4 5.038	1 9.907	11 0.594
Margin	4.316	8.377	11.678	4.824	2 5.195
	1 11.917	3 10.425	5 4.716	2 2.731	13 5.789
(7) Buggy collars, bound edges, leather lined—					
Basic wage	1 7.550	3 1.951	4 8.352	2 2.450	11 8.303
Margin	4.305	8.356	1 0.408	5.824	2 6.893
	1 11.855	3 10.307	5 8.760	2 8.274	14 3.196
(8) Mill collars, hair faced, check lined, quilted throat, double strap, single barge—					
Basic wage	1 7.526	4 4.837	7 10.187	2 9.883	16 8.433
Margin	4.299	11.634	1 8.739	7.460	3 8.132
	1 11.825	5 4.471	9 6.926	3 5.343	20 4.565
(9) Mill collar, as above, double barge—					
Basic wage	1 7.623	5 1.754	7 10.651	3 3.822	17 11.850
Margin	4.320	1 1.597	1 8.840	8.769	3 11.526
	1 11.943	6 3.351	9 7.491	4 0.591	21 11.376

EXTRAS "A"

(a) New bodies in old collars—							
Basic wage	..	..	..	..	..	..	Pence. 8.071d.
Margin	..	..	..	..	..	..	1.784d.
							9.855d.
							extra on putting up. Same prices as Schedule (less stuffing rim).
(b) All collars over 21 inches in length—							
Basic wage	..	..	..	..	..	..	9.764d.
Margin	..	..	..	..	..	..	2.151d.
							11.915d.
							per inch or fraction thereof.
(c) All collars over 9 inches wide at bottom—							
Basic wage	..	..	..	..	..	..	9.764d.
Margin	..	..	..	..	..	..	2.151d.
							11.915d.
							per inch or fraction thereof.
(d) All collars over 7 inches wide at top—							
Basic wage	..	..	..	..	..	..	9.764d.
Margin	..	..	..	..	..	..	2.151d.
							11.915d.
							per inch or fraction thereof.
* (e) All tufting at throat (excepting mill collars)—							
Basic wage	..	..	..	..	..	..	9.764d.
Margin	..	..	..	..	..	..	2.151d.
							11.915d.
							per row.
(f) Hair facing where not stipulated—							
Basic wage	..	..	..	..	..	..	6.167d.
Margin	..	..	..	..	..	..	1.258d.
							7.525d.
(g) Leather or canvas lined collars (where not stipulated)—							
Basic wage	..	..	..	..	..	..	9.764d.
Margin	..	..	..	..	..	..	2.151d.
							11.915d.
(h) Extra straps and chapes—							
Basic wage	..	..	..	..	..	..	5.139d.
Margin	..	..	..	..	..	..	1.131d.
							6.270d.

All lining, machining, blackening and staining to be done by the employer.

Schedule "B"—Piecework Rates.

Outside a 15-mile radius from the G.P.O., Perth, but within an 80-mile radius from the G.P.O., Perth.

Collar.	Putting up.		Stuffing Rim.		Stuffing Body.		Finishing.		Total.	
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
(1) No. 3 and 4 plough collar, check lined single strap, rim turned down 2¼ inches—										
Basic wage	1	4.122	2	9.973	4	4.977	1	9.882	10	4.954
Margin		3.549		7.476		11.657		4.815	2	3.497
	1	7.671	3	5.449	5	4.634	2	2.697	12	8.451
(2) No. 2 plough collar, check lined, double strap, rim turned down 2¼ inches full—										
Basic wage	1	4.105	3	1.964	4	8.370	2	1.310	11	3.749
Margin		3.545		8.354	1	0.405		5.570	2	5.874
	1	7.650	3	10.318	5	8.775	2	6.880	13	9.623
(3) No. 1 dray collar, check lined, quilted top, double straps, hair faced—										
Basic wage	1	4.172	3	5.583	6	4.239	2	1.412	13	3.406
Margin		3.558		9.151	1	4.777		5.593	2	11.079
	1	7.730	4	2.734	7	9.016	2	7.005	16	2.485
(4) (a) Camel collars, check lined—										
Basic wage	1	4.109	3	1.396	5	1.558	2	1.315	11	8.378
Margin		3.545		8.230	1	1.547		5.571	2	6.893
	1	7.654	3	9.626	6	3.105	2	6.886	14	3.271
(b) Camel, double barge, ordinary body—										
Basic wage	1	4.158	3	9.011	5	1.748	2	8.893	12	11.810
Margin		3.556		9.904	1	1.588		7.240	2	10.288
	1	7.714	4	6.915	6	3.336	3	4.133	15	10.098
(c) Camel, double barge, mill weight—										
Basic wage	1	7.637	5	1.800	7	7.259	3	3.852	17	8.548
Margin		4.321	1	1.601	1	8.082		8.771	3	10.775
	1	11.958	6	3.401	9	3.341	4	0.623	21	7.323
(5) Donkey collars, check lined, single strap—										
Basic wage	1	4.123	2	9.973	4	4.978	1	9.880	10	4.954
Margin		3.549		7.476		11.658		4.814	2	3.497
	1	7.672	3	5.449	5	4.636	2	2.694	12	8.451

Schedule "B"—Piecework Rates—*continued*.

Collar.	Putting up. s. d.	Stuffing Rim. s. d.	Stuffing Body. s. d.	Finishing. s. d.	Total. s. d.
(6) Spring cart collars, leather lined—					
Basic wage	1 7.610	3 2.069	4 5.066	1 9.919	11 0.664
Margin	4.316	8.377	11.678	4.824	2 5.195
	1 11.926	3 10.446	5 4.744	2 2.743	13 5.859
(7) Buggy collars, bound edges, leather lined—					
Basic wage	1 7.560	3 1.971	4 8.382	2 2.464	11 8.377
Margin	4.305	8.356	1 0.408	5.824	2 6.893
	1 11.865	3 10.327	5 8.790	2 8.288	14 3.270
(8) Mill collars, hair faced, check lined, quilted throat, double strap, single barge—					
Basic wage	1 7.537	4 4.864	7 10.236	2 9.902	16 8.539
Margin	4.299	11.634	1 8.739	7.460	3 8.132
	1 11.836	5 4.498	9 6.975	3 5.362	20 4.671
(9) Mill collar, as above, double barge—					
Basic wage	1 7.633	5 1.787	7 10.700	3 3.847	17 11.967
Margin	4.320	1 1.597	1 8.840	8.769	3 11.526
	1 11.953	6 3.384	9 7.540	4 0.616	21 11.493

EXTRAS "B."

(a) New bodies in old collars—					
Basic wage					Pence. 8.105d.
Margin					1.784d.
					9.889d. extra on putting up. Same prices as Schedule (less stuffing rim).
(b) All collars over 21 inches in length—					
Basic wage					9.770d.
Margin					2.151d.
					11.921d. per inch or fraction thereof
(c) All collars over 9 inches wide at bottom—					
Basic wage					9.770d.
Margin					2.151d.
					11.921d. per inch or fraction thereof.
(d) All collars over 7 inches wide at top—					
Basic wage					9.770d.
Margin					2.151d.
					11.921d. per inch or fraction thereof.
(e) All tufting at throat (excepting mill collars)—					
Basic wage					9.770d.
Margin					2.151d.
					11.921d. per row.
(f) Hair facing (where not stipulated)—					
Basic wage					6.172d.
Margin					1.358d.
					7.530d.
(g) Leather or canvas lined collars (where not stipulated)—					
Basic wage					9.770d.
Margin					2.151d.
					11.921d.
(h) Extra straps and chapes—					
Basic wage					5.142d.
Margin					1.131d.
					6.273d.

All lining, machining, blackening and staining to be done by the employer.

Schedule "C." 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.

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. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in these regulations and therein to be performed and discharged by the Court, except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

- (a) A chairman, to be appointed by the Court, and
- (b) Representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

- (a) to endeavour to promote apprenticeships under this Award;
 - (b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;
 - (c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;
 - (d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;
 - (e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community;
 - (f) to advise the Court as to all matters appertaining to apprentices.
- (iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.
- (v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8. (a) 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 the Board, 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.

(b) In any proceeding for any contravention of this subclause 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 subclause.

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, or such other period as may be prescribed by the Award, 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 (a) one employer to another and/or (b) from one trade 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 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 statement in writing setting forth the time he has served, full particulars of the branches of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

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.

(b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any event, any proceedings for damages hereunder authorised by the Court 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.

(c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

Extension of Term.

22. Subject to regulation 38, 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 two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court for the purpose of such extension. 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. (See also regulations 34 and 35.)

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. Any apprentice who:

(a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or

(b) fails to be diligent or behaves in an indecorous manner while in such school or class; or

(c) destroys or fails to take care of any material or equipment in such school or class shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. 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.

27. 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.

28. 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.

29. (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, if required by the examiners, 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 Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(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.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. 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.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served. A duplicate of such certificate shall be forwarded by the Registrar to the employer and the secretary of the union, each of whom shall keep the same in safe custody and produce for inspection by the Industrial Inspector whenever demanded by the latter to do so.

32. 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 Registrar 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 Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend, withhold the increase in wages accruing

to the apprentice in accordance with the scale set forth in the Award, for such period as may be recommended by the examiners, but not exceeding twelve months. (See also regulation 23.)

35. 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 extension of the apprenticeship period, 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. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

Lost Time.

37. 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 two weeks 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.

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), 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.

39. 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.

40. 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.

41. 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—

(a) to employ the apprentice for such lesser time per week or per month and at such remuneration as the Court may determine, being no less than the proportionate amount of the rate of wages prescribed by the industrial Award or Agreement for the trade, calling or industry; or

(b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced *pro rata*.

Miscellaneous.

42. (1) The Registrar shall prepare and keep a record 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.

43. (1) (a) 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. In the case of a partnership each partner shall be deemed a journeyman for the purpose of this subclause.

(b) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause (1) hereof the Court may in any particular case—

(a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.

(b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

44. 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.

45. 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.

46. In every application under clauses 15, 18, 19, 20, and 41 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1935.

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.)

The Registrar,

Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full name.....

Address.....

Date of Birth.....

Trade.....(Branch).....

School last attended.....Standard passed.....

Signature.....

Signature of Parent (or Guardian).....

Date.....

Form B.

To

The Registrar, Arbitration Court, Perth.

Please take notice that....., has entered my service

(on probation) as an apprentice to the.....

trade on the.....day of....., 19 ..

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

(Signature of Employer).....

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

Form C.

(Regulation 14.)

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 D.

Certificate of Proficiency.

This is to certify that.....has
satisfied the Examiners of.....competence in
the.....branch of the.....trade
at the examination proper to the.....year
of.....service as apprentice.

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

Registrar.

Form E.

Final Certificate.

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

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

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement. (Recommended.)

THIS AGREEMENT, made this.....day
of.....19.... between.....of
.....(address).....(occu-
pation) (hereinafter called "the employer"), of the
first part,.....of
....., born on the.....day
of.....19.... (hereinafter called "the ap-
prentice"), of the second part, and.....
of.....(address).....occu-
pation)....., parent (or guardian) of
the said.....(hereinafter called the
"parent" or "guardian"), of the third part, wit-
neseth as follows:—

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

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

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at.....aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and

will comply with the provisions of the regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1935, 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.

PUBLIC NOTICE.

H. A. Willmott & Co., Limited.

NOTICE is given that the registered Address of the above Company has been transferred from Alliance Building, 96 St. George's terrace, to Warwick House, 63 St. George's terrace, Perth.

H. WILLMOTT, Attorney.

ASSOCIATIONS INCORPORATION ACT, 1895.

WE, Ruby Alice Evans, of 87 Ninth avenue, Maylands, in the State of Western Australia, Married Woman, and Evalyn Harriette Barrett, of 19 Falkirk avenue, Maylands, aforesaid, Married Woman, Trustees of and the persons hereunto authorised by The Maylands Spiritualist Church, do hereby give notice that we are desirous that such Church should be incorporated under the provisions of the Associations Incorporation Act, 1895.

R. EVANS.

EVA H. BARRETT.

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

Memorial of The Maylands Spiritualist Church filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution.—The Maylands Spiritualist Church.

2. Objects or purpose of the Institution.—The objects for which the Church is established are:—(a) To worship God, (b) to advance spiritualism by psychic and biblical proof and instructions from Rostrum Circles Seances Classes and Lyceums, (c) in the corporate name to take over the whole of the real and personal property belonging to or held upon any trust for the benefit of the Church prior to its incorporation and to undertake all the liabilities of the Church and of any member or officer thereof on behalf of the Church incurred prior to its incorporation.

3. Where situated or established.—Caledonian avenue, Maylands, in the State of Western Australia.

4. The name or names of the trustee or trustees.—General Trustees—Ruby Alice Evans, Evalyn Harriette Barrett; Land Trustees—Arthur Hawkins, William Henry Payne, Robert Wood, Fanny Rebecca Gillett.

5. In whom the management of the Institution is vested, and by what means (whether by deed, settlement, or otherwise).—An executive council consisting of a president, vice-president, secretary, treasurer, and four counsellors, all elected pursuant to the rules of the Church.

NICHOLSON & NICHOLSON, of The Bank of Adelaide Chambers, St. George's terrace, Perth, Solicitors for the Church.

NOTICE is hereby given that the Partnership hitherto carried on by Alfred Roy Plunkett and Werner Hugo Karlsen under the style or firm name of "Plunkett and Karlsen," at Rathmines, Bunbury, in the State of Western Australia has been dissolved by mutual consent as from the 31st day of October, 1944. The said business will be carried on by the said Alfred Roy Plunkett who will collect and receive all moneys owing to the said firm and will pay and discharge all the liabilities of the said firm.

Dated this 23rd day of December, 1944.

Signed by the abovenamed parties in the presence of—

F. D. SLEE, Solicitor, Bunbury.

A. R. PLUNKETT.

W. H. KARLSEN.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Kathleen Carrington, late of 2 Caxton road, Claremont, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executor, John George Carrington, care of Hughes & Brockman, of 201-204 C.M.L. Building, St. George's terrace, Perth, in the said State, Solicitors, on or before the 5th day of February, 1945, after which date the said Executor will distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which he shall then have had notice.

Dated this 2nd day of January, 1945.

HUGHES & BROCKMAN, Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Arthur Frederick Playle, late of No. 7 Newcastle road, Northam, in the State of Western Australia, Retired Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars of the same in writing to the Executor of the Will of the said deceased, care of Pearson Lyon & Co., Solicitors, Northam, on or before the 5th day of February, 1945, 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 he shall then have had notice.

Dated the 21st day of December, 1944.

PEARSON LYON & CO., Solicitors for the Executor,
129 Fitzgerald street, Northam.

NOTICE TO CREDITORS AND CLAIMANTS.

In the Supreme Court of Western Australia, Probate Jurisdiction.

NOTICE is hereby given that all persons having claims or demands against the Estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 7th day of February, 1945, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 4th day of January, 1945.

J. H. GLYNN, Public Trustee.

Public Trust Office, Supreme Court Buildings, Perth,
Western Australia.

Name, Occupation, Address, Date of Death.

Logan, William; Caretaker; late of 147 Augustus street, Geraldton; 21/7/44.

Lina, Nicholaas Marinus Gasper (also known as Nicholaas Marinus Gasper Lina, Jnr.); Labourer; formerly of Peel Island, Moreton Bay, in the State of Queensland, but late of Wooroloo, in the State of Western Australia; 20/5/41.

Deveson, Edward Oliver; Pilot officer; formerly of 81 Fraser street, East Fremantle, factory foreman, but late a member (No. 415625) of the Royal Australian Air Force; 25/3/44.

Oldroyd, Edgar; pensioner; late of 91 Brisbane street, Perth; 14/8/44.

Blair, Jessie Janet; Widow; late of Hastings street, Scarborough; 16/11/44.

Ferguson, Ernest Leslie; Chef; formerly of 28 Ferguson street, Maylands, but late of 65 Coode street, South Perth; 7/7/44.

Bennett, Jessie; Widow; late of Guildford; 26/8/44.
Matthews, Lawrence; Miner; late of Nedlands; 28/5/44.

THE PUBLIC TRUSTEE ACT, 1941.

NOTICE is hereby given that pursuant to section 14 of the Public Trustee Act, 1941, the Public Trustee has elected to administer the Estates of the undermentioned deceased persons.

Dated at Perth the 4th day of January, 1945.

J. H. GLYNN, Public Trustee, Supreme Court Building,
Perth.

Name of Deceased, Occupation, Address, Date of Death,
Date Election Filed.

Bennett, Jessie; Widow; late of Guildford; 26/8/44;
28/12/44.

Matthews, Lawrence; Miner; late of Nedlands;
28/5/44; 28/12/44.

Oldroyd, Edgar; Pensioner; late of 91 Brisbane street, Perth; 14/8/44; 28/12/44.

ACTS OF PARLIAMENT, ETC., FOR SALE AT GOVERNMENT PRINTING OFFICE.

	£	s.	d.
Abattoirs Act and Amendment	0	1	0
Administration Act (Consolidated)	0	2	6
Adoption of Children Act	0	0	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	0	9
Bills of Sale Act (Consolidated) and Amend- ment	0	2	0
Brands Act	0	1	6
Bread Act (Consolidated) and Amendment	0	1	6
Bush Fires Act (Consolidated)	0	1	6
Carriers Act	0	0	6
Child Welfare Act	0	2	6
Companies 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	1	6
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 (Consoli- dated)	0	1	0
Feeding Stuffs Act	0	1	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	0	1	6
Firms Registration Act and Amendment	0	1	6
Fisheries Act (Consolidated)	0	1	6
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 and Regulations	0	2	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	5	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	5	0
Industrial Arbitration Act (Consolidated)	0	3	0
Industrial Arbitration Regulations	0	2	6
Industries Assistance Act (Consolidated)	0	1	0

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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	6
Interpretation Act	0	2	0
Irrigation and Rights in Water Act	0	1	6
Justices Act (Consolidated)	0	3	0
Land Act and Regulations	0	4	6
Land Agents Act and Amendment	0	1	0
Land Drainage Act	0	2	6
Legal Practitioners Act (Consolidated)	0	1	0
Legitimation Act	0	1	6
Licensed Surveyors Act	0	1	0
Licensing Act and Amendments	0	4	0
Life Assurance Act (Consolidated)	0	1	6
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	0
Marine Stores Dealers Act	0	1	0
Marriage Act	0	2	0
Married Women's Property Act (Consolidated)	0	1	0
Married Women's Protection Act (Consolidated)	0	0	6
Masters and Servants Act	0	1	0
Medical Practitioners Act	0	0	9
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	6
Municipal Corporations Act (Consolidated)	0	5	0
Native Administration Act	0	2	0
Native Flora Protection Act	0	1	0
Notaries Act	0	0	6
Noxious Weeds Act	0	1	0
Nurses Registration Act	0	0	6
Partnership Act	0	1	0
Pawnbrokers Act (Consolidated)	0	1	0
Pearling Act (Consolidated)	0	2	0
Petroleum Act	0	3	0
Pharmacy and Poisons Act (Consolidated)	0	2	0
Plant Diseases Act	0	0	9
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	1	6
Public Works Act and Amendment	0	2	6
Purchasers' Protection Act	0	0	9
Road Districts Act (Consolidated)	0	5	0
Sale of Goods Act	0	1	0
Second-hand Dealers Act	0	0	6
Stamp Act (Consolidated)	0	3	0
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

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	£	s.	d.
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
Trustees Act	0	1	6
Unclaimed Moneys Act	0	1	0
Vermin Act (Consolidated)	0	2	0
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	0
Workers' Homes Act (Consolidated)	0	1	6
Workmen's Wages Act	0	1	6
Year Book, Pocket	0	0	6

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