



Government Gazette

OF

WESTERN AUSTRALIA.

[Published by Authority at 3:30 p.m.]

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

No. 56.]

PERTH : FRIDAY, DECEMBER 13.

[1935.]

The Game Act, 1912-13.

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.

1324/19.

WHEREAS it is provided by "The Game Act, 1912-13," that the Governor may by Proclamation declare from time to time that any bird or animal indigenous to Western Australia shall be at all times strictly preserved, either generally throughout the State or in any one or more portions thereof, and that the Governor may in like manner exempt from the operations of any such declaration under the said Act any defined locality: And whereas by a Proclamation dated the 30th day of July, 1924, it is provided that the portions of the State and localities defined in the Schedule thereto shall be a Reserve for Grey Kangaroos, known scientifically as *Macropus giganteus*: And whereas it is desirable to exempt from the operations of the said Proclamation a defined locality: Now, therefore I, the said Lieutenant-Governor, in exercise of the power aforesaid, do hereby, by and with the advice and consent of the Executive Council, exempt from the operations of the aforesaid Proclamation and the declaration contained therein, all that locality mentioned and defined in the Schedule here-to as from the 1st day of December, 1935, until the 31st day of December, 1935.

Schedule.

All that area near Gingin bounded by lines starting from a point on the seashore situate due west from Trigonometrical Station B5 (↑11924) and extending east 17 miles 30 chains through said Trigonometrical Station; thence north 13 miles; thence west to the said seashore, and thence south-south-easterly along the latter to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this 5th day of December, 1935.

By His Excellency's Command,

P. COLLIER,
Premier.

GOD SAVE THE KING!!!

PROCLAMATION

(under 60 Vict., No. 22, Sec. 6)

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.

Corr. No. 612/34.

WHEREAS by "The Transfer of Land Act, 1893, Amendment Act, 1896" (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of Nelson Location 2260 and part of Nelson Location 3589, registered in the Office of Titles in Volume 1043, Folio 363: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Nelson Location 2260 and part of Nelson Location 3589 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this fifth day of December, 1935.

By His Excellency's Command,

(Sgd.) M. F. TROY,
Minister for Lands.

GOD SAVE THE KING!!!

PROCLAMATION

(under 60 Vict., No. 22, Sec. 6)

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.

Corr. No. 2422/35.

WHEREAS by "The Transfer of Land Act, 1893, Amendment Act, 1896" (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the

registered proprietor: And whereas His Majesty is now the registered proprietor of portion of Cockburn Sound Location 8, being Lot 1023 on Plan 4153, together with right of carriage way over the portions coloured green on Diagram 1858, registered in the Office of Titles in Volume 743, Folio 28: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors portion of Cockburn Sound Location 8, being Lot 1023 on Plan 4153, together with right of carriage way over the portions coloured green on Diagram 1858 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this fifth day of December, 1935.

By His Excellency's Command,
(Sgd.) M. F. TROY,
Minister for Lands.

GOD SAVE THE KING !!!

PROCLAMATION

(under 60 Vict., No. 22, Sec. 6)

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

Corr. No. 1843/35.

WHEREAS by "The Transfer of Land Act, 1893, Amendment Act, 1896" (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of Busselton Lots 232, 234 and 244, registered in the Office of Titles in Volume 224, Folios 15, 16 and 17 respectively: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Busselton Lots 232, 234, and 244 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this fifth day of December, 1935.

By His Excellency's Command,
(Sgd.) M. F. TROY,
Minister for Lands.

GOD SAVE THE KING !!!

The Cemeteries Act, 1897.

PROCLAMATION

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

Corres. No. 6155/26.

WHEREAS under the provisions of "The Cemeteries Act, 1897," and amending Acts, it is made lawful for the Governor in Executive Council from time to time by Proclamation to appoint such place or places in each District as shall be expedient to be reserved for the burial of the dead: Now, therefore I, Sir James Mitchell, Lieutenant-Governor as aforesaid, with the advice and consent of the Executive Council, in exercise of the powers in me vested as aforesaid, do by this Proclamation appoint Reserve 19380 (Carbunup Lot 17) a Public Cemetery, but subject to such regulations as may be published from time to time for the proper management thereof.

Given under my hand and the Public Seal of the said State, at Perth, this fifth day of December, 1935.

By His Excellency's Command,
(Sgd.) M. F. TROY,
Minister for Lands.

GOD SAVE THE KING !!!

The Factories and Shops Act, 1920.

PROCLAMATION

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

F. & S. 1026/32; Ex. Co. 2585.

WHEREAS by "The Factories and Shops Act, 1920," it is enacted that the Governor may by Proclamation temporarily suspend the operations of the said Act, in so far as it applies to the closing time fixed or appointed for any shop or shops: And whereas it is expedient to exercise such power in manner hereinafter appearing: Now, therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby by this Proclamation suspend the operations of the said Act between the hour of eight o'clock and eleven o'clock in the morning of the 26th day of December, 1935, in so far as it applies to the closing time of Hairdressers' shops situate within a radius of 15 miles from the General Post Office, Perth.

Given under my hand and the Public Seal of the said State, at Perth, this 5th day of December, 1935.

By His Excellency's Command,
J. J. KENNEALLY,
Minister for Labour.

GOD SAVE THE KING !!!

AT a meeting of the Executive Council held in the Executive Council Chambers, at Perth, this fifth day of December, 1935, the following Orders in Council were authorised to be issued:—

The Forests Act, 1918.

ORDER IN COUNCIL.

Forests File No. 945/32; Lands File No. 721/29. WHEREAS by "The Forests Act, 1918," it is provided that the Governor may by an Order in Council declare any Crown lands as State Forests, within the meaning and for the purpose of that Act: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, doth hereby declare the Crown lands described in Schedule attached hereto as an addition to State Forest No. 38, within the meaning and for the purpose of "The Forests Act, 1918."

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

Schedule.

Nelson Location 2260 and part of Nelson Location 3589. (Plans 443A/40, B1, and 438D/40, B4.)

The Forests Act, 1918.

ORDER IN COUNCIL.

Forests File 1106/35; Lands File 2166/35. WHEREAS by "The Forests Act, 1918," it is provided that the Governor may by an Order in Council declare any Crown lands as Timber Reserves, within the meaning and for the purpose of that Act: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council doth hereby declare the Crown lands described in Schedule attached hereto as Timber Reserve No. 112/25, within the meaning and for the purpose of "The Forests Act, 1918."

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

Schedule.

All that portion of land bounded by lines starting from the south-western corner of Jilbadji Location 678 and extending northerly along boundaries of said Location 678 and Locations 679 and 680 to the south-western corner of Reserve 21354; thence east along the southern boundary of said reserve; thence northerly along part of its eastern boundary to the southern side of a two-chain road through the latter location; thence easterly along said side of road to a south-eastern boundary of said location; thence south-westerly, southerly, and south-easterly along boundaries of said location to

its south-easternmost corner; thence west to a point in prolongation northerly of the eastern boundary of Mount Palmer Townsite; thence south, west, south, and east to and along boundaries of said Townsite to a point in prolongation northerly of a western boundary of Location 677; thence southerly to and along the latter boundary to the northern side of a two-chain road, and thence westerly along said side to the starting point; excluding all holdings under the Mining Acts and all lands other than Crown lands under "The Forests Act, 1918." (Plans 19/300 and 24/300.)

The Land Act, 1933-1934.

ORDER IN COUNCIL.

Corr. No. 1996/34.

WHEREAS by Section 33 of "The Land Act, 1933-1934," it is made lawful for the Governor to direct that any Reserve shall vest in and be held by any Municipality, Road Board, or other person or persons to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 21471 (at Warburton Ranges) should vest in and be held by The United Aborigines' Mission in trust for the purpose of Aborigines: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned Reserve shall vest in and be held by The United Aborigines' Mission in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by Section 37 of the said Act, and subject also to the condition that prospectors and others shall be allowed to make use of the water supplies.

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

The Land Act, 1933-1934.

ORDER IN COUNCIL.

Corr. No. 2508/35.

WHEREAS by Section 33 of "The Land Act, 1933-1934," it is made lawful for the Governor to direct that any Reserve shall vest in and be held by any Municipality, Road Board, or other person or persons to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 21472 (Calingiri Lot 28) should vest in and be held by the Victoria Plains Road Board in trust for the purpose of Road Board Office Site: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned Reserve shall vest in and be held by the Victoria Plains Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by Section 37 of the said Act.

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

The Land Act, 1933-1934.

ORDER IN COUNCIL.

Corr. No. 1468/32.

WHEREAS by Section 33 of "The Land Act, 1933-1934," it is made lawful for the Governor to direct that any Reserve shall vest in and be held by any Municipality, Road Board, or other person or persons to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 20904 (Bonnie Rock, Lot 12) should vest in and be held by Arthur Baber, Edward Louis Calder, and Alban Horace Smith in trust for the purpose of a Hall Site: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned Reserve shall vest in and be held by Arthur Baber, Edward Louis Calder and Alban Horace Smith in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by Section 37 of the said Act.

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

The Land Act, 1933-1934.

ORDER IN COUNCIL.

Corr. No. 906/15.

WHEREAS by Section 33 of "The Land Act, 1933-1934," it is made lawful for the Governor to direct that any Reserve shall vest in and be held by any Municipality, Road Board, or other person or persons to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 21463 (Albany Lots M15, M16 and 632) should vest in and be held by the Katanning Road Board in trust for the purpose of Recreation and Camping: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned Reserve shall vest in and be held by the Katanning Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by Section 37 of the said Act.

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

The Land Act, 1933-1934.

ORDER IN COUNCIL.

Corr. No. 10828/98.

WHEREAS by Section 33 of "The Land Act, 1933-1934," it is made lawful for the Governor to direct that any Reserve shall vest in and be held by any Municipality, Road Board, or other person or persons to be named in the order, in trust for any of the purposes set forth in Section 29 of the said Act, or for the like or other public purpose, to be specified in such order, and with power of subleasing: And whereas it is deemed expedient that Class "A" Reserve No. 6271 should vest in and be held by the Municipality of Cottesloe, in trust for Recreation: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned Reserve shall vest in and be held by the Municipality of Cottesloe in trust for Recreation with power to the said Municipality of Cottesloe to lease the whole or any portion of the said Reserve for any term not exceeding twenty-one years from the date of the lease, subject to the condition that any such lease must preserve the public rights and shall be subject to the Governor's approval, and subject, nevertheless, to the powers reserved to him by Section 37 of the said Act.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 12th December, 1935.

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

Dr. Herbert Eustace Clarke, of Leonora, as a Justice of the Peace for the East Murchison Magisterial District; in addition to the Mount Margaret Magisterial District;

Inglis Synnott, Esquire, of Piesse street, Katanning, as a Justice of the Peace for the Katanning Magisterial District;

William Henry Cooper, Esquire, of Normalup, as a Justice of the Peace for the Plantagenet Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following farmer, now operating under the Act, has made application under Section 11 of the Act:—Marsh, Arthur Edwin, Lake Carmody, via Hyden.

W. A. WHITE,
11th December, 1935. Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

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

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

Granted under Section 5 (Carrying on Farming operations).

Farmer: Surname and Christian Names.	Address.	Date of Order.	Name of Receiver.
Pearman, Charles	Booralaming, Koorda ...	5-12-35	H. E. Smith, Perth.
Warren, David	Mullewa	9-12-35	S. S. Dillow, Mullewa.

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

Farmer: Surname and Christian Names.	Address.	Date of Order.	—
Jarick, Edward Frederick, and Jarick, William Gordon	East Wagin	6-12-35	All claims against these farmers to be forwarded to the Director Farmers' Debts Adjustment Act, Perth.

11th December, 1935.

W. A. WHITE,
Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the undermentioned farmers are to be carried on under the Act:—

Farmer's Name.	Address.	Receiver Appointed.	Address.	Date of Ad-journed Meeting.
Rowland, R. W. & D. F.	Carnamah	R. Goyne Miller	Perth ...	15-1-36
Matthews, B. M., & Tregear, W. R.	E. Wickepin	R. R. Walters	Narrogin	26-2-36
Marsh, A. E. ...	Lake Carmody	R. R. Walters	Narrogin	7-3-36

9th December, 1935.

W. A. WHITE,
Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Order has lapsed:—

Farmer's Name.	Address.	Date Stay Order Lapsed.
Young, George	Mukinbudin	6-12-35

9th December, 1935.

W. A. WHITE,
Director.

FINANCIAL EMERGENCY TAX ASSESSMENT ACT.

The Treasury,
Perth, 11th December, 1935.

Treasury No. 1171/35.

IT is hereby published, for general information, that His Excellency the Lieutenant-Governor in Executive Council has approved of the following Regulation under the Financial Emergency Tax Assessment Act, No. 20 of 1932, and No. 15 of 1933:—

(1) Subject as hereinafter provided every person, being the employer of a taxpayer, who by virtue of paragraph (a) of Subsection (1) of Section nine of the Act is responsible for the payment by such taxpayer of the tax payable in respect of the salary or wages paid to such taxpayer, shall for a period of five years after the date of payment to such

taxpayer of any salary or wages in respect of which tax is payable, preserve and keep in a safe place and available for production to an inspector all documentary evidence and records of the said payment of salary or wages to such taxpayer, and of the payment in the manner prescribed by or on behalf of such taxpayer of the tax payable in respect of such payment of salary or wages.

Provided that this regulation shall not apply to any documentary evidence or records aforesaid—

- (a) When the Commissioner shall have notified the person concerned that the preservation of such documentary evidence and records is not required; or
- (b) When such documentary evidence and records have been examined and checked by an inspector appointed under the Act, and the Commissioner has notified the person concerned that the preservation of such documentary evidence and records is not longer required.

(2) Any person who fails to comply with the requirements of Subclause (1) of this regulation shall be guilty of an offence against these regulations: Penalty Twenty pounds.

(3) Where any person liable to comply with the requirements of Subclause (1) hereof fails to do so, and fails to produce to an inspector the documentary evidence and records necessary to enable such inspector to satisfy himself that such person has in respect of taxpayers employed by him discharged the responsibility imposed upon him by paragraph (a) of Subsection (1) of Section nine of the Act, the burden of proof shall lie upon such person to prove that he has in fact discharged his said responsibility, and in any action or proceeding by the Commissioner under section eleven of the Act against either such person or the taxpayer concerned to recover the amount of any tax payable by any taxpayer employee of such person, an averment by the Commissioner that such person has failed to produce the documentary evidence or records of the payment of such tax shall be sufficient to place upon the defendant the obligation to prove that the amount of the tax sought to be recovered has in fact been paid without the Commissioner being required to prove that such tax has not been paid.

A. BERKELEY,
Under Treasurer.

THE AUDIT ACT, 1904.

The Treasury,

Treasury No. 310/29. Perth, 2nd December, 1935.
IT is hereby published, for general information, that the appointment of Mr. J. P. Gallagher as Receiver of Revenue for the Forests Department, for the Wil- lowdale District, is hereby cancelled.

The Treasury,

Treasury No. 1473/31. Perth, 3rd December, 1935.
IT is hereby published, for general information, that Mr. M. B. Wills has been appointed Receiver of Revenue for the State Insurance Office for the period 2nd to the 14th December, 1935.

The Treasury,

Treasury No. 43/35. Perth, 5th December, 1935.
IT is hereby published, for general information, that Mr. Norman Neil Houston has been appointed Receiver of Revenue for the Lands Department, at Laverton.

A. BERKELEY,
Under Treasurer.

Office of Public Service Commissioner,
Perth, 12th December, 1935.

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

Ex. Co. 2560; P.S.C. 456/33.—Jean Dorie Grant, under Section 28 of the Public Service Act, to be Junior Clerk, Shorthandwriting and Typing, Harbour and Light Department, Chief Secretary's Department, at a salary of £100 per annum as from 1st June, 1935;

Ex. Co. 2560; P.S.C. 550/35.—L. Shrimski, Clerk, Shorthandwriting and Typing, Agricultural Bank, to a similar position in the Department of Agriculture as from 22nd November, 1935;

Ex. Co. 2404; P.S.C. 375/35.—W. D. Sharp, Cashier, Metropolitan Water Supply Department, to be Clerk in

Charge, Inquiry Section, at a salary of £340 per annum as from 23rd September, 1935;

Ex. Co. 2560; P.S.C. 398/32.—James Keith Morrison, under Section 28 of the Public Service Act, to be Junior Clerk, Records Branch, Chief Secretary's Department, at a salary of £90 per annum as from 22nd May, 1935;

Ex. Co. 2560; P.S.C. 174/35.—Keith Maxwell Johns, under Section 28 of the Public Service Act, to be Junior Clerk, Records Branch, Chief Secretary's Department, at a salary of £90 per annum as from 21st May, 1935.

Also of the acceptance of the following resignation:—

Ex. Co. 2560.—M. Murray, Machinist, Treasury Department, as from 30th November, 1935.

Also of the following retirement:—

Ex. Co. 594.—J. Easton, Draftsman in Charge (Photolitho), Government Printing Office, Premier's Department, as from 17th January, 1936.

G. W. SIMPSON,
Public Service Commissioner.

**APPLICATIONS FOR POSITION OF
AUDITOR GENERAL.**

APPLICATIONS for the position of Auditor General of the State of Western Australia, indorsed "Application Auditor General," will be received by the Public Service Commissioner, Perth, until and inclusive of Saturday, the 4th January, 1936.

Applicants must state their full qualifications, age, and experience. Canvassing will be a disqualification.

All conditions affecting the position of Auditor General are contained in the Audit Act, No. 12 of 1904, and its amendments.

The salary of the position is fixed at £1,000 per annum.

GEO. W. SIMPSON,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Crown Law	Clerk, Local Court	£240—£290	1935 16th December.
Agriculture (Inspection of Fruit)	Port Inspector (Fremantle)	£240—£315	do. do.
Treasury (Government Stores)	Clerk in Charge of Education Stores	£270—£330	1936. 4th January.
Do. do. do.	Clerk (Education Stores)	£225—£280	do.
Audit	Inspector	£305—£380	do.
Metropolitan Water Supply	Clerk, Expenditure Division	£260—£305	do.

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

G. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 12th December, 1935.

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

Constable Stephen James Tully as Clerk of the Local Court and Clerk to Magistrates, Dalwallinu, vice Sergeant F. M. Shaddick, transferred;

Constable Maurice Plunkett, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Mullewa, during the absence on leave of Constable S. Dewar;

N. N. Houston as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Laverton, during the absence on leave of Arthur L. F. Taylor;

J. P. Baldwin as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Collie, during the absence on leave of R. W. East;

J. F. Morris as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Beverley, vice J. P. Baldwin, transferred;

A. F. Read as Acting Electoral Registrar for the Fremantle, North-East Fremantle, South Fremantle,

Irwin-Moore, and Murray-Wellington Districts, during the absence on leave of M. S. Benbow.

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

Constable P. Gannaway as Acting Bailiff of the Bridgetown Local Court, at Greenbushes, during the absence on leave of Constable A. P. P. Doye;

Constable J. G. St. Jack as Acting Bailiff of the Katanning Local Court, at Gnowangerup, during the absence on leave of Constable A. A. Napier;

Constable P. H. Strahan as Acting Bailiff of the Merredin Local Court, at Nungarin, during the absence on leave of Constable W. A. Andrews;

Sergeant W. D. Herrick as Bailiff of the Collie Local Court, vice Sergeant R. J. Howard, deceased;

Walter Bert Jeanes, of Nedlands, as a Commissioner for Declarations under "The Declarations and Attestations Act, 1913."

H. R. GORDON,
Under Secretary for Law.

APPOINTMENTS.

Chief Secretary's Department,
Perth, 9th December, 1935.

70/28.

HIS Excellency the Lieutenant-Governor in Council has been pleased to approve of the appointment of the persons named hereunder as Visiting Justices to the Gaols specified, under "The Prisons Act, 1903-18," until the 31st December, 1936:—

Albany—The Stipendiary Magistrate.
Broome—The Resident Magistrate; H. M. MacNee; T. H. Owen.
Bunbury—The Stipendiary Magistrate; A. R. Foreman; Edwin Rose.
Carnarvon—The Stipendiary Magistrate, Geraldton.
Cue—The Stipendiary Magistrate.
Derby—The Resident Magistrate.
Fremantle—The Stipendiary Magistrate; L. B. Bolton; C. M. Purdie; R. Bracks; W. J. Sumpton; F. E. Gibson; C. H. Rudwick; A. Turton; James Farrell.
Geraldton—The Stipendiary Magistrate.
Kalgoorlie—The Stipendiary Magistrate; His Worship the Mayor.
Marble Bar—The Resident Magistrate, Port Hedland.
Meekatharra—J. St. A. D'Alton.
Northam—The Stipendiary Magistrate; P. Coffey.
Onslow—The Resident Magistrate.
Perth—The Stipendiary Police Magistrate; T. C. Anthony.
Roebourne—The Resident Magistrate.
Wiluna—J. E. Coombes.
Wyndham—The Resident Magistrate.
York—The Stipendiary Magistrate, Northam; R. Inkpen.

F. J. HUELIN,
Under Secretary.

WESTERN AUSTRALIAN GOVERNMENT.

Harbour and Light Department.

NOTICE TO MARINERS.

No. 6 of 1935.

(Positions are only approximate unless given in seconds.)

AUSTRALIA, WEST COAST—GERALDTON.

Alteration in position of Breakwater Light.

Former Notices: No. 1 of 1929 and No. 3 of 1934.

Position:

Latitude 28 deg. 47 min. S.

Longitude 114 deg. 36 min. E.

On breakwater on western side of entrance channel to Geraldton Harbour.

Remarks: On or about 10th December, 1935, the existing red A.G.A. flashing light will be moved approximately 560 feet north of its present position to a position near the end of the breakwater extension.

Charts affected:

No. 1725, Champion Bay.

No. 1723, Houtman Rocks.

Publication affected:

Australia Pilot, Vol. V., 3rd Edition, 1934.

K. G. FORSYTH,
Acting Manager.

Harbour and Light Department,
Fremantle, W.A.,
25th November, 1935.

Workers' Homes Board,
Perth, 11th December, 1935.

THE forfeiture of the undermentioned lease under "The Workers' Homes Act, 1911-1928," which was advertised in the *Government Gazette* of the 1st November, 1935, is hereby cancelled:—

Lease No.	Name of Lessee.	Description of Land.	Town or Locality.
162/1934	O'Neil, Ronald Owen	Lot 189, Troy terrace	Daglish.

Inserted by order of the Workers' Homes Board,

H. G. JARMAN,
Secretary.

THE WORKERS' HOMES ACT, 1911.

Dedication of Lots at East Perth.

Department of Lands and Surveys,
Corres. No. 4509/22. Perth, 10th December, 1935.

IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to cancel the dedication under the provisions of Section 7 of "The Workers' Homes Act, 1911," Perth Town Lots E67 and E110, to the purpose of the said Act.

Corres. No. 2422/35.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of Palmyra Lot 1023W being dedicated under the provisions of Section 7 of "The Workers' Homes Act, 1911," to the purposes of the said Act. (Plan 1D/20, S.W.)

A. R. T. BROWN,
Acting Under Secretary for Lands.

LOT OPEN FOR LEASING.

Department of Lands and Surveys,
Perth, 10th December, 1935.

IT is hereby notified, for general information, that the undermentioned lot is now open for leasing, under the conditions specified, by public auction, as provided by "The Land Act, 1933," at the following capital unimproved value:—

Applications to be lodged at Perth.

Corr. No. 2035/17.—MURRAY LOCATION, Suburban for Cultivation, 1112 (19a. 3r. 36p.), capital unimproved value—£46 13s. 4d. Subject to a mortgage to the Agricultural Bank.

A plan showing the arrangement of the lot referred to is now obtainable at this office and the offices of the various Government Land Agents.

A. R. T. BROWN,
Acting Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 10th December, 1935.

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

Applications to be lodged at Bunbury.

Corr. No. 10879/00.—COLLIE, Town, 814 (1r. 8p.), £50. Reserve No. 7950 (Excepted from Sale) is hereby reduced.

Applications to be lodged at Geraldton.

Corr. No. 6030.—PINDAR, Town, 28 (1r.), £15. Reserve No. 7648 (Excepted from Sale) is hereby reduced.

Applications to be lodged at Kalgoorlie.

Corr. No. 2034/17, Vol. 4.—BOULDER, Town, 2422 (York street); 830 (Johnston street); 645 (Forrest street); £12 10s. each.

Corr. No. 1573/17, Vol. 4.—KALGOORLIE, Town, 2299 (Lyall street); 1202 (Roberts street); 1921 (Hobart street); R975 (Lewis street); 2054 (Turner street); £12 10s. each.

Applications to be lodged at Perth.

Corr. No. 9101/00, Vol. 2.—MEEKATHARRA, Town, 80 (1r.), £15; 81 (1r.), £12 10s. Reserve No. 10756 (Excepted from Sale) is hereby reduced.

Corr. No. 3637/97, Vol. 4.—WILUNA, Town, 945, 956, and 963, £30 each; 939 to 944 inclusive, 955, 958 to 962 inclusive, 1097, 1353, and 1364, £25 each; 950 to 954 inclusive, 969, 1098, 1099, 1100, 1107, 1352, 1365, 1366, 1351, and 1367, £20 each; 965 to 968 inclusive, 970, 1363, and 1368, £15 each; 971 to 974 inclusive, 1361, 1362, 1369, 1370, and 1371, £12 each.

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

A. R. T. BROWN,
Acting Under Secretary for Lands.

TENDERS FOR LEASING RESERVE No. 19914.

Wagin Land Agency.

Grazing Purposes.

Section 32 of "The Land Act, 1933-1934."

Department of Lands and Surveys,
Corr. 2872/22. Perth, 27th November, 1935.

TENDERS for the leasing of the land comprised within Common and Public Utility Reserve No. 19914 (situated near Lake Grace), containing about 185 acres, are invited.

The above Reserve will be available for leasing under Section 32 of "The Land Act, 1933-1934," for a term of five years, no compensation being payable for improvements effected at the expiration of the lease or the sooner determination thereof, and subject also to the condition that the timber shall not be cleared nor the land cultivated.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of £1 10s. per annum), indorsed "Tender for Leasing Reserve No. 19914, shown on Public Plan 387/80, B & C 3 & 4," and addressed "Under Secretary for Lands" must be lodged at the Lands Office, Wagin, on or before Wednesday, 18th December, 1935.

All Tenders lodged on or before that date will be treated as having been received on that date.

The highest or any tender will not necessarily be accepted. (Plan 387/80, B & C 3 & 4.)

A. R. T. BROWN,
Acting Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
Perth, 10th December, 1935.

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

1458/35.

NINGHAN (Retaliation).—No. 21460 (Recreation—Tennis Courts).—Location 3865. (About 5a.) (Plan 120/80.)

906/15.

ALBANY.—No. 21463 (Recreation and Camping).—Lots Nos. M15, M16, and 632. (1a. 2r. 2.6p.) (Plan Albany Townsite.) Reserve 15942 (Katanning and District Fresh Air League) is hereby cancelled.

1996/34.

MILYUGA (Warburton Range).—No. 21471 (Aborigines). Bounded by lines commencing at a point situate 141 chains 85 links south and 119 chains 45 links east from Survey Mark HP38 and extending south 1,376 chains 74 links, west 2,479 chains 23 links, north 3,212 chains 32 links, east 1,661 chains 5 links, south 1,835 chains 58 links, and again east 838 chains 18 links to the starting point. (About 650,000 acres.) (Plan 19/800.)

2508/35.

CALINGIRI.—No. 21472 (Road Board Office Site).—Lot No. 28. (1r.) (Plan Calingiri Townsite.) Reserve 16628 (Excepted from Sale) is hereby reduced.

2889/26.

AVON (near Minnivale).—No. 21475 (Gravel).—That portion of Avon Location 24984 bounded by lines commencing at a point on its southern boundary situate 31 chains 74 2/10 links from its south-west corner and extending north to its northern boundary; thence eastward and south-eastward along its northern and north-eastern boundaries to its south-east corner; thence westward, north-westward, and westward along its southern boundary to the starting point. (About 34a.) (Plan 33A/40, B & C2.)

2889/26.

AVON (near Minnivale).—No. 21476 (Sand Pit—Railways).—That portion of Avon Location 24984 bounded by lines starting from its south-west corner and extending north along its west boundary; thence eastward along its northern boundary to the north-west corner of Reserve 21475; thence south to the southern boundary of the location; thence westward along the said southern boundary to the starting point. (About 30a.) (Plan 33A/40, B2.)

2384/35.

WARRAMBOO.—No. 21477 (Railway Purposes).—Bounded by lines commencing at a point on the southern boundary of the Geraldton-Cue Railway Reserve situate 1 chain 50 links southward and 2 chains 50 links eastward from the 172-mile Post and extending eastward along the said southern boundary for a distance of 12 chains; thence southward at right angles thereto for a distance of 3 chains 43 links; the opposite boundaries being parallel and equal; Pastoral Lease 394/452 is hereby reduced. (4a. 0r. 19p.) (Plan 164/80.)

1843/35.

BUSSELTON.—No. 21479 (Public Utility). Lot Nos. 232, 234, and 244. (3r. 39p.) (Plan Busselton Townsite.)

2436/35.

AUGUSTA.—No. 21480 (Rest Room—Country Women's Association).—Lot No. 265. (3r. 1.2p.) (Plan Augusta Townsite.)

A. R. T. BROWN,
Acting Under Secretary for Lands.

MOUNT BARKER—CHANGE OF PURPOSE OF RESERVE No. 17596.

Department of Lands and Surveys,
Corres. No. 2296/12. Perth, 10th December, 1935.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under Section 37 of "The Land Act, 1933-1934," of the purpose of Reserve No. 17596, at Mount Barker, being changed from "Hospital Site" to "Water Supply." (Plan Mt. Barker Townsite.)

A. R. T. BROWN,
Acting Under Secretary for Lands.

AMENDMENT OF RESERVE No. 18856.

Department of Lands and Surveys,
Corres. No. 5120/24. Perth, 10th December, 1935.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under Section 37 of "The Land Act, 1933-1934," of the boundaries of Reserve No. 18856 (Timber—Mallet) being amended to include the land described in Schedule hereunder and of the area being increased by about 1,070 acres accordingly.

Schedule.

Williams Locations 13128, 4241, 10844, and 13129, together with the unsurveyed area bounded on the south by Locations 9890 and 9891, on the west by Locations 14126 and 13128, on the north by Location 4241, and on the eastward by Locations 10844 and 13129 and a road passing along a western boundary of Location 14141. (Plans 385A/40, A1, and 384B/40, F1.)

A. R. T. BROWN,
Acting Under Secretary for Lands.

THE BUSH FIRES ACT, 1902.

Alteration of Prohibited Period in certain Districts.

Department of Lands and Surveys,
Perth, 10th December, 1935.

Corres. No. 2287/32, Vol. 3.

IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to alter the periods during which it shall be unlawful to set fire to the bush in the following Road Districts to the dates set out hereunder, in lieu of those previously published:—

Greenough Road District.—Over that portion of the Moora-Geraldton road extending from McCartney road to Bootenal road—2nd December, 1935, to 30th January, 1936 (inclusive).

Greenbushes Road District.—1st December, 1935, to 29th February, 1936 (inclusive).

Northam Road District.—(North and East Wards)—1st November, 1935, to 15th February, 1936 (inclusive).

A. R. T. BROWN,
Acting Under Secretary for Lands.

THE BUSH FIRES ACT, 1902, AND AMENDMENTS.

Suspension of Prohibited Periods.

Department of Lands and Surveys,
Corres. No. 13639/08. Perth, 10th December, 1935.
IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under Section 2 of "The Bush Fires Amendment Act, 1904," of the suspension of the operation of all declarations made under Section 5 of "The Bush Fires Act, 1902," so far as such declarations extend to the Railway Reserves in the Mullewa and Northampton Road Board Districts, for the period from the 18th November to the 30th December, 1935, inclusive.

A. R. T. BROWN,
Acting Under Secretary for Lands.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at Public Auction on the dates and at the places specified below, under the provisions of "The Land Act, 1933-1934," and its Regulations:—

KALGOORLIE.

17th December, 1935, at 2 p.m., at the District Lands Office—

- Kalgoorlie—Town (Varden street) 2217, 2r., £20.
- †Kalgoorlie—Town (Buller street) 1141, 1r., £12 10s.; (Lewis street) 947R, 948R, 1r. each, £12 10s. each.
- †Boulder—Town (Hopkins street) 566R, 1r., £10; 2500, 20p., £10; (Forrest street) 605, 606, 608, 609, 20p. each, £10 each.
- Brown Hill—§Town 231, 1r., £12 10s.
- †South Boulder—§Town 257F, 1r., £10.

CUE.

18th December, 1935, at 11 a.m., at the Mining Registrar's Office—

- †Reedy—Town 233, 39.1p., £12 10s.

MERREDIN.

18th December, 1935, at 4 p.m., at the Court House—

- †Booraan—*1, 5a., 3r., £12.
- †Muntadgin—Town 22, 1r., £15.

MT. MAGNET.

18th December, 1935, at 2 p.m., at the Mining Registrar's Office—

- Boogardie—Town 12, 1r., £12 10s.
- Sandstone—Town 27, 1r., £10.
- †Youanmi—Town 184, 1r., £25.

ALBANY.

19th December, 1935, at 2.30 p.m. at the District Lands Office—

- †Albany—*307, 3r. 1p., £15.
- †Torbay—*156, 4a. 1r. 13p., £40, including improvements.

*Suburban for cultivation.

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

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

§Subject to payment for improvements if purchased by other than the owner thereof.

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

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

A. R. T. BROWN,
Acting Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING

Under Part VI. of "The Land Act, 1933-1934."

IT is hereby notified that the land described hereunder will be available for general selection under Part VI. of "The Land Act, 1933-1934," on and after the date specified:—

THURSDAY, 19th DECEMBER, 1935.

BRIDGETOWN LAND AGENCY.

South-West Division.

Nelson District (near Broke Inlet).

Corres. 1322/18. (Plan 453/80, B3 & 4.)

That area of unsurveyed land, containing about 3,000 acres, being G. W. Hester's forfeited Pastoral Lease No. 3558/93.

THURSDAY, 2nd JANUARY, 1936.

PERTH LAND AGENCY.

Eastern Division.

Bulga and Ularring Districts (near Lake Barlee).

Corres. 4353/23. (Plans 42/300 and 35/300.)

Those areas of unsurveyed lands, containing about 6,479 and 29,602 acres; being the surrendered portions of H. O. and M. Killicoat's Pastoral Leases Nos. 3158/97 and 3132/97.

A. R. T. BROWN,
Acting Under Secretary for Lands.

LAND OPEN FOR SELECTION.

Department of Lands and Surveys.

Perth, 6th March, 1934.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of "The Land Act, 1933-1934," and the Regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Local Land Office for the district in which the land is situated, not later than the date specified, but may be lodged before such date if so desired.

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

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

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

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

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

SCHEDULE.

WEDNESDAY, 18th DECEMBER, 1935.

ALBANY LAND AGENCY.

Hay District (about two miles south-east of Marks).

Corr. No. 2666/34.

Open under Part V. (Plan 456A/40, A1.)

Location 1847, containing about 160 acres; subject to survey, classification, and pricing.

BEVERLEY LAND AGENCY.

Avon District (four miles west of Babakin).

Corr. No. 969/35.

Open under Part V. (Plan 344/80, D1.)

Locations 25894 and 25895, being the northern portion of Avon Location 21236, containing 380 acres; subject to pricing and payment for improvements; being J. S. Boyd, jun., and N. B. Boyd's cancelled applications.

BUNBURY LAND AGENCY:

Korijekup Estate (about 1¼ miles west of Warawarrup Siding).

Corr. No. 6897/20.

Open under Part V. (Plan 383D/40, C3.)

Locations 5 and 7, containing 41a. 2r. 29p., also Locations 21 and 23, containing 39a. 3r. 29p., at £10 per acre each; subject to Agricultural Bank and Industries Assistance Board mortgages and to the irrigation and drainage conditions, etc., applying to this Estate; being A. W. H. Garner's forfeited Leases 38313/55 and 38230/55.

GERALDTON LAND AGENCY.

Victoria District (about 17 miles north-west of Ajana).

Corr. No. 7019/19.

Open under Part V. (Plan 192/80, B3.)

Location 7054, containing 1,420a. 2r. 31p., at 6s. per acre; classification page 6 of 7019/19; subject to exemption from road rates for two years from date of approval of application; being M. S. Bell's forfeited Lease 12770/68.

NARROGIN LAND AGENCY.

Avon District (about nine miles north-east of Bullaring).

Corr. No. 1911/35.

Open under Part V. (Plans 377A/40, C1; 377/80, D1; 344/80, C & D4.)

Location 19792, containing 1,000 acres, at 6s. per acre; classification page 7 of 5502/21; subject to an Agricultural Bank mortgage; being W. J. Sparkes' cancelled application.

Williams District (about 11 miles south-east of Kulin).

Corr. No. 2444/35.

Open under Part V. (Plan 376/80, A4.)

Locations 14341 and 14342, containing 1,257a. 2r. 3p., at 5s. 6d. per acre; classification page 6 of 4364/27; subject to exemption from road rates for two years from the date of approval of application, and also subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; this cancels the notice relating to these blocks, which appeared in the *Government Gazette* of 30th December, 1931.

Williams District (about 6 miles east of Wickepin).

Corr. No. 4212/25.

Open under Part V. (Plan 377D/40, A4.)

Location 7468, containing 1,214a., at 4s. 6d. per acre; classification page 3 of 905/14; subject to payment for improvements and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; this cancels the notice relating to this block which appeared in the *Government Gazette* of 20/7/32.

NORTHAM LAND AGENCY.

Avon District (about four miles east of Nukarni).

Corr. No. 1 62/23.

Open under Part V. (Plan 35/80, A3.)

Location 15168, containing 1,000a. 3r. 9p., at 9s. per acre; classification page 16 of 6315/09, Vol. 2; subject to an Agricultural Bank mortgage and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed; being N. J. Gilbert's forfeited Lease 16879/68.

Avon District (about eight miles north-west of Wadderin).

Corr. No. 6129/27.

Open under Part V. (Plan 5/80, A & B2.)

Location 19330, containing 1,694 acres, at 5s. per acre; classification page 5 of File 810/13; subject to payment for improvements; being L. B. Lawrance's forfeited Lease 68/1421.

Avon District (about five miles north-west of Yelbeni).

Corr. No. 4678/25.

Open under Part V. (Plans 34/80, A1 & 2, and 33B/40, F2.)

Location 24833, containing 1,359a. 2r. 11p., at 4s. 6d. per acre; classification page 7 of File 4678/25; Locations 22244 and 25677, containing 867a. 3r. 17p., at 7s. 3d. per acre; classification page 6 of File 2752/21; also Location 24832, containing 1,508a. 2r. 12p., at 4s. 6d. per acre; classification page 3 of File 4679/25; subject to payment for improvements; being J. D. Whyte's forfeited Leases 20667/68, 25171/74, and 20428/68.

Kwolyin A.A. (about eight miles north of Kwolyin).

Corr. No. 1575/35.

Open under Part V. (Plan 4/80, B1.)

Location 369, being part of Location 48, containing about 100 acres; subject to classification, pricing, and payment for improvements (if any); being A. Clark's cancelled application.

Melbourne District (near Piawaning).

Corr. No. 7327/19.

Open under Part V. (Plan 57/80, A3.)

Location 1023, containing 396a. 2r. 7p., at 6s. 6d. per acre; classification page 3 of File 7327/19; and Location 3015, containing 708a. 1r. 8p., at 6s. 3d. per acre; classification page 5 of File 7634/22; subject to payment for improvements; Location 3015 is subject to exemption from road rates for two years from date of approval of application; being Charlie Carter, Limited's, forfeited Leases 13357/68 and 17627/68.

Ninghan District (about 7½ miles south-east of Jingymia).

Corr. No. 5247/26.

Open under Part V. (Plan 65/80, E & F4.)

Locations 776 and 777, containing 1,989 acres, at 8s. per acre; classification pages 28 and 29 of 1611/10; also Location 2589, containing 1,671a. 3r. 23p., at 3s. 9d. per acre; classification page 9 of 1537/37; Ninghan Locations 776 and 777 are subject to an Agricultural Bank mortgage and to a cropping lease which expires on 28th February, 1937; Ninghan Location 2589 is subject to payment for improvements; being R. F. Fitzgerald's forfeited Leases 21308/68 and 22730/68.

Ninghan District (about 4½ miles north of Gabbin).

Corr. No. 6141/25.

Open under Part V. (Plan 55/80, A1.)

Locations 1570 and 457, containing 990 acres, at 6s. 6d. per acre; classification page 5 of File 2654/24; subject to exemption from road rates for two years from date of approval of application; being V. W. F. Polak's forfeited Leases 19891/68 and 24862/74.

Ninghan District (about eight miles south of Marindo).

Corr. No. 809/29.

Open under Part V. (Plan 66/80, A & B4.)

Location 2825, containing 485a. 3r. 4p., at 5s. 6d. per acre; classification page 8 of 809/29; also Locations 1165, 2874, and 2875, containing 4,997a. 0r. 29p., at 4s. 6d. per acre; classification page 29 of 5931/26; Locations 1165, 2874, and 2875 are subject to Agricultural Bank and I.A.B. mortgages and a cropping lease expiring 28th February, 1936; Location 2825 is subject to exemption from road rates for two years from date of approval of application; being N. Waldeck's forfeited Leases 68/2027, 22163/68, 22165/68, and 22164/68.

PERTH LAND AGENCY.

Melbourne District (near Mogumber).

Corr. No. 3648/97.

Open under Part V. (Plan 31/80, D1.)

Location 3351, containing 3 acres, at £3 per acre; subject to payment for improvements; being E. Rosser's forfeited Lease 347/570.

Victoria District (about 30 miles west of Watheroo).

Corr. No. 5170/22.

Open under Part V. (Plan 62/80, E1.)

Location 7362, containing 543a. 2r. 29p., at 7s. 6d. per acre; classification page 19 of 5170/22; and Location 5802, containing 100a. 0r. 5p., at 7s. per acre; classification page 12 of 6355/14; subject to payment for improvements; being J. Fraser's forfeited Leases 18781/68 and 9780/68.

RAVENSTHORPE LAND AGENCY.

Oldfield District (about seven miles north-west of Ravensthorpe).

Corr. No. 3458/28.

Open under Part V. (Plans 405/80, E4; 420/80, E1.)

Location 446, containing 370a. 1r. 32p., at 6s. per acre; classification page 9 of 3458/28; also Locations 331 and 393, containing 800a. 0r. 21p., at 5s. per acre; classification page 7 of 4158/26; subject to mining conditions and to exemption from road rates for two years from date of approval of application; being S. A. Chambers' forfeited Leases 68/1079, 42018/55, and 25258/74.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about seven miles south-east of Moorine Rock).

Corr. No. 2308/24.

Open under Part V. (Plan 23/80, C1.)

Location 358, containing 1,002a. 2r. 26p., at 9s. 6d. per acre; classification page 88 of 5001/22; subject to Agricultural Bank and I.A.B. mortgages, and to mining conditions; being W. Pickworth's forfeited Lease 40907/55.

Yilgarn District (about two miles south-west of Baladjie).

Corr. No. 2072/35.

Open under Part V. (Plans 53/80, A4; 36/80, A1.)

Location 708, containing 968 acres, at 8s. 6d. per acre; classification page 69 of 6812/22; subject to an Agricultural Bank mortgage, to mining conditions, and to Goldfields Water Supply Firewood conditions; being A. H. V. Roberts' cancelled application.

WAGIN LAND AGENCY.

Williams District (about 6½ miles north-east of Pingrup).

Corr. No. 4329/24.

Open under Part V. (Plan 407/80, D3.)

Locations 9791, 9792 and 12624, containing 1,597a. 0r. 15p., at 7s. 9d. per acre; classification page 6 of 4329/24; subject to Agricultural Bank and wire netting mortgages, and to the right of the Government to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed; being J. J. W. and T. W. Pearman's forfeited Leases 18485/68 and 24253/74.

THURSDAY, 19th DECEMBER, 1935.

BRIDGETOWN LAND AGENCY.

Nelson District (about 3½ miles north of Qualeup).

Corr. No. 850/31.

Open under Part V. (Plan 415C/40, E & F3.)

Locations 2599, 9259, 2609, 2596, and 2597, containing 994a. 2r.; subject to pricing and to exemption from road rates for two years from date of approval of application; also subject to timber conditions and to the conditions applying to land selection in this district; being H. W. Wisbey's forfeited Leases 68/3234 and 74/1332.

Sussex District (about seven miles south of Busselton).

Corr. No. 1679/31.

Open under Part V. (Plan 413C/40, D3.)

Location 2057, containing 162a. 0r. 3p., at 6s. per acre, excluding improvements; classification page 17 of Corres. 1679/31.

Wellington District (about 2½ miles north-east of Tutunup Siding).

Corr. No. 2426/34.

Open under Part V. (Plans 413B/40, F2, and 414A/40, A2.)

Location 3739, containing 489a. 0r. 9p., at 7s. per acre; classification page 9 of 2426/34; subject to exemption from road rates for two years from the date of approval of application; being C. H. Delaporte's cancelled application.

THURSDAY, 2nd JANUARY, 1936.

ALBANY LAND AGENCY.

Plantagenet District (about half a mile west of Mt. McLeod).

Corr. No. 666/34.

Open under Part V. (Plan 452C/40, D4.)

Location 3299, containing 19a. 0r. 11p., at 11s. per acre; classification page 22 of 666/34; subject to exemption from road rates for two years from date of approval of application, to timber conditions, and to the right of the Government to enter upon the land for the purpose of constructing and maintaining drains, free of compensation; being J. Bell's forfeited Lease 347/418.

Plantagenet District (about three miles north-east of Albany).

Corr. No. 4311/13.

Open under Part V. (Plan 451/80, E4.)

Location 3660, containing 160 acres, at 5s. per acre; classification page 4 of 4311/13; subject to exemption from road rates for two years from the date of approval of application; being G. Keane's forfeited Lease 19465/74.

Plantagenet District (about 8½ miles north-east of Albany, near Moates Lagoon).

Corr. No. 1374/31.

Open under Part V. (Plan 451/80, E & F4.)

Locations 4733 and 4690, containing 281a. 2r. 29p., at 6s. 6d. per acre; classification page 4 of 1374/31; subject to payment for improvements; being R. Howl's forfeited Leases 68/3347 and 74/1399.

BEVERLEY LAND AGENCY.

Avon District (about 11½ miles south-east of Aldersyde).

Corr. No. 2478/07.

Open under Part V. (Plan 378B/40, D1.)

Location 10470, containing 160 acres; subject to classification and pricing and to an existing Agricultural Bank mortgage; being R. W. Lindley's forfeited Lease 9091/74.

Avon District (near Corrigin).

Corr. No. 5535/21.

Open under Part V. (Plan 344/80, C3.)

Locations 21938 and 21949, containing 40a. 3r., at 11s. per acre; classification page 8 of 5535/21; subject to exemption from road rates for two years from date of approval of application; being W. H. Stephens' forfeited Lease 15504/68.

Roe District (about 19 miles north-east of Hyden).

Corr. No. 764/32.

Open under Part V. (Plan 346/80, C & D3.)

Location 1479, containing 1,268a. 2r. 2p., at 8s. 9d. per acre; classification page 2 of 350/28; subject to exemption from road rates for two years from date of approval of application; being A. and C. J. Dryden's forfeited Lease 68/3474.

BRIDGETOWN LAND AGENCY.

Nelson District (about 3½ miles north of Eulin Siding).

Corr. No. 4629/28.

Open under Part V. (Plan 415C/40, E3.)

Locations 2615 and 4349, containing 250 acres, at 6s. per acre; classification page 4 of 389/24; subject to exemption from road rates for two years from date of approval of application and to the conditions applying to land selection in this district; also subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being J. F. Simpson's forfeited Lease 68/545.

Nelson District (about 17½ miles east of Wilgarrup).

Corr. No. 10753/11.

Open under Part V. (Plan 438D/40, C4.)

Location 7121, containing 100 acres, at 9s. 6d. per acre; classification page 6 of 10753/11; subject to payment for improvements and to the conditions applying to land selection in this district; being J. Muir's forfeited Lease 10590/56.

Nelson District (near Bibilup Siding).

Corr. No. 796/26.

Open under Part V. (Plan 439A/40, B1.)

Location 4037, containing 30a. 0r. 20p., at 18s. per acre; classification page 41 of 796/26; and Location 4038, containing 49a. 1r. 30p., at 14s. 6d. per acre; classification page 19 of 6205/25; subject to payment for improvements and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given except for the actual value of any improvements that may be resumed; also subject to the conditions applying to land selection in this district; being B. Engbretsen's forfeited Leases 41766/55 and 24826/74.

BUNBURY LAND AGENCY.

Wellington District (about 2½ miles south-east of Cookernup).

Corr. No. 5026/28.

Open under Part V. (Plan 383D/40, B & C3.)

Location 4195, containing 200a. 0r. 29p., at 7s. 6d. per acre; classification page 17 of 5026/28; subject to payment for improvements and to the right of the Government to enter upon the land for the purpose of constructing and maintaining drains, free of compensation; being F. Hodgson's forfeited Lease 68/1652.

GERALDTON LAND AGENCY.

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

Corr. No. 1921/35.

Open under Part V. (Plans 160C/40, D & E4; 157B/40, D & E1.)

Location 4041, containing 2,488a. 1r. 29p., at 5s. 3d. per acre; classification page 23 of 335/21; Location 7932, containing 2,475a. 0r. 20p., at 4s. per acre; classification page 9 of 311/23; Location 4139, containing 861a. 2r. 12p., at 4s. 6d. per acre; classification page 7 of 3279/21; and Location 4474, containing 98a. 1r. 33p., at 9s. per acre; classification page 6 of 3279/21; subject to existing Agricultural Bank and I.A.B. mortgages; being A. E. Etherton's cancelled application.

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

Corr. No. 1490/35.

Open under Part V. (Plan 156/80, B2.)

Location 4848, containing 989a. 1r., at 11s. 6d. per acre; classification pages 43 and 112 of 4262/21; subject to existing Agricultural Bank and Industries Assistance Board mortgages; being T. D. Bell's cancelled application.

Victoria District (about 8½ miles north-east of Perenjori).

Corr. No. 2406/35.

Open under Part V. (Plan 122/80, F2.)

Location 9315, containing 2,129a. 3r. 28p., at 5s. 6d. per acre; classification page 6 of 4610/28; subject to payment for improvements; being E. Faye's cancelled application.

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

Corr. No. 259/27.

Open under Part V. (Plans 121/80, A4; 122/80, F4.)

Location 6322,† containing 1,175a. 3r. 24p., at 2s. 6d. per acre; classification page 4 of 259/27; and Location 8528,† containing 2,398a. 2r. 38p.; classification page 32 of 1835/27; has one holding; subject to an existing Agricultural Bank mortgage and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed; being G. L. H. A., and E. W. Bell's forfeited Leases 21390/68 and 23023/68.

NARROGIN LAND AGENCY.

Avon District (about eight miles east of Bullaring).

Corr. No. 84/32.

Open under Part V. (Plans 377A/40, C1; 377/80, D1.)

Locations 19791, 19795, and 26839, containing 1,859a. 1r. 2p., at 4s. 9d. per acre; classification page 10 of 5243/24; subject to payment for improvements; being G. W. Alcock's forfeited Leases 68/3565 and 74/1502.

Roe District (near Lake Camm).

Corr. No. 3255/28.

Open under Part V. (Plan 389/80, A1 & 2.)

Locations 1658 and 1377, containing 1,410a. 1r. 24p., at 7s. 6d. per acre; classifications page 31 of 3255/28 and page 2 of 583/28; subject to an existing Agricultural Bank mortgage; being J. P. Longton's forfeited Leases 68/305 and 74/239.

NORTHAM LAND AGENCY.

Avon District (about 7½ miles south-east of Wogaril Siding).

Corr. No. 961/35.

Open under Part V. (Plan 5/80, D & E3.)

Location 24130, containing 1,000a. 1r. 19p., at 9s. per acre; classification page 3 of 5118/23; subject to an existing Agricultural Bank mortgage and cropping lease expiring on 28th February, 1937; being R. Sweeting's forfeited Lease 347/758.

Avon District (about 10½ miles south-east of Wadderin).

Corr. No. 541/27.

Open under Part V. (Plan 5/80, D4.)

Location 25136, containing 982a. 2r. 14p., at 4s. 6d. per acre; classification page 5 of 541/27; subject to payment for improvements; being J. Thomson's forfeited Lease 22033/68.

Ninghan District (about two miles south-west of Mollerin).

Corr. No. 507/30.

Open under Part V. (Plan 65/80, E & F3.)

Locations 772 and 1244, containing 1,849 acres, at 5s. 6d. per acre; classification pages 13 and 53 of 4230/12, Vol. 2; subject to payment for improvements; being H. W. and M. P. Murphy's forfeited Lease 68/2396.

Ninghan District (about five miles south-west of Bunketch).

Corr. No. 1899/35.

Open under Part V. (Plan 65/80, A & B3.)

Location 1414, containing 981a. 3r. 2p., at 5s. 3d. per acre; also Locations 45 and 82, containing 1,001a. 0r. 27p., at 8s. 6d. per acre; classifications pages 72 and 71 of 3245/23; subject to an existing Agricultural Bank mortgage; being W. Aitken's cancelled application.

Avon District (three-quarters of a mile south-west of Koojudda).

Corr. No. 8118/09.

Open under Part V. (Plan 2A/40, B1.)

Location 14738, containing 27a. 2r., at 13s. 6d. per acre; classification page 49 of 8118/09; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; also subject to exemption from road rates for two years from date of approval of application; being W. Clarke's forfeited Lease 7578/56.

Avon District (5½ miles south-east of Cadoux).

Corr. No. 2500/27.

Open under Part V. (Plans 56/80, C2; 56D/40, C3.)

Locations 20661, 20662, and 26107, containing 2,196 acres, at 5s. 9d. per acre; classifications pages 24 and 25 of 4350/13, Vol. 1; subject to an existing Agricultural Bank mortgage; being C. H. McCallum's forfeited Leases 21998/68 and 68/3468.

Ninghan District (about six miles west of Burakin).

Corr. No. 4496/27.

Open under Part V. (Plan 65/80, A3.)

Locations 1401, 1407, and 1885, containing 2,000a. 0r. 38p.; subject to classification, pricing, and to an existing Agricultural Bank mortgage; being E. H. Murphy's forfeited Lease 22243/68.

Ninghan District (about 9½ miles north-west of Kalannie).

Corr. No. 3645/24.

Open under Part V. (Plans 64/80, F1; 88/80, A4; 65/80, A1; 89/80, F4.)

Location 1691, containing 1,264 acres, at 6s. per acre; classification page 25 of 2114/13; subject to payment for improvements; being J. P. Chong's forfeited Lease 18342/68.

Ninghan District (about three miles south of Dalgowing).

Corr. No. 159/29.
Open under Part V. (Plan 66/80, D3.)
Location 2820, containing 2,972a. 2r. 23p., at 2s. per acre; classification page 6 of 159/29; subject to payment for improvements; being E. W. Clayden's forfeited Lease 68/1596.

PERTH LAND AGENCY.

Victoria District (about 1½ miles north of Gunyidi).

Corr. No. 2789/29.
Open under Part V. (Plan 90/80, D3.)
Location 8353, containing 2,119a. 2r. 1p., at 2s. 6d. per acre; classification page 7 of 4023/26; subject to payment for improvements; being J. F. Thomas' forfeited Lease 68/1786.

Swan District (about 5½ miles south-east of Wannamal).

Corr. No. 1833/35.
Open under Part V. (Plan 31/80, E3.)
Location 3265, containing 1,206a. 1r. 18p., at 2s. per acre; classification page 5 of 2651/30; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue and to exemption from road rates for two years from date of approval of application; also subject to timber conditions; being F. Edwardes' cancelled application.

Swan District (about nine miles east of Wannamal).

Corr. No. 1838/35.
Open under Part V. (Plan 31/80, E & F 2 & 3.)
Location 3268, containing 1,545a. 1r. 29p., at 2s. per acre; classification page 15 of 2851/30; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue, to timber conditions, and to exemption from road rates for two years from date of approval of application; being A. L. Reilly's cancelled application.

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

Corr. No. 1839/35.
Open under Part V. (Plan 31/80, E & F3.)
Locations 3269 and 3271, containing 1,992a. 2r. 24p., at 2s. per acre; classification page 18 of 2659/30; also Location 3283, containing 2,976a. 2r., at 2s. per acre; classification page 10 of 2692/30; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue, to timber conditions, and to exemption from road rates for two years from the date of approval of application; being W. A. Reilly's cancelled application.

SOUTHERN CROSS LAND AGENCY.

Yilgarn District (about 5½ miles south of Warrachoppin).

Corr. No. 1940/35.
Open under Part V. (Plan 35/80, D & E2.)
Location 776, containing 1,028a. 1r. 32p., at 8s. 6d. per acre; classification page 7 of 6789/25; subject to an existing Agricultural Bank mortgage and to mining conditions; being H. L. Marsh's cancelled application.

Yilgarn District (about six miles south-west of Baladjie).

Corr. No. 4005/26.
Open under Part V. (Plan 36/80, A1.)
Location 988, containing 1,012a. 2r. 1p., at 11s. 6d. per acre; classification page 11 of 427/26; subject to existing Agricultural Bank and I.A.B. mortgages and to mining conditions; being W. G. W. Hearn's forfeited Lease 42012/55.

Yilgarn District (about eight miles north of Noongaar).

Corr. No. 3957/27.
Open under Part V. (Plan 36/80, A & B3.)
Location 1092, containing 1,203a. 1r. 15p., at 4s. 3d. per acre; classification page 7 of 3957/27; subject to exemption from road rates for two years from the date of approval of application, and also subject to mining conditions; being W. H. Warren's forfeited Lease 22340/68.

Yilgarn District (about 2¾ miles north of Nulla Nulla).

Corr. No. 2794/28.
Open under Part V. (Plan 36/80, B3.)
Locations 1109, 1291, and 1316, containing 1,856a. 2r. 28p., at 4s. per acre; classifications pages 41 and 42 of 2794/28; subject to exemption from road rates for two years from date of approval of application and to G.W.S. Firewood conditions; being R. W. Murray's forfeited Leases 68/2377 and 74/961.

WAGIN LAND AGENCY.

Roe District (about 5½ miles east of Lake Biddy).

Corr. No. 2487/25.
Open under Part V. (Plan 388/80, B2 & 3.)
Locations 107 and 659, containing 1,189a. 3r. 24p., at 10s. 3d. per acre; classification page 1 of 5929/22; subject to existing Agricultural Bank, wire netting, and I.A.B. mortgages, and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given except for the actual value of any improvements which may be resumed; being T. E. Bell's forfeited Leases 41479/55 and 24620/74.

Roe District (near Lake Magenta).

Corr. No. 2715/28.
Open under Part V. (Plan 406/80, D3.)
Location 1253, containing 1,183a. 3r. 29p., at 5s. per acre; classification page 23 of 2715/28; subject to payment for improvements; being J. R. Blight's forfeited Lease 68/2105.

WEDNESDAY, 8th JANUARY, 1936.

BEVERLEY LAND AGENCY.

Avon District (near Noombling).

Corr. No. 14576/02.
Open under Part V. (Plan 378A/40, A1.)
Location 25897, containing 133a. 1r. 29p., at 5s. 3d. per acre, excluding survey fee; classification page 49 of 14576/02.

BUNBURY LAND AGENCY.

Wellington District (near Hamilton Mills).

Corr. No. 340/33.
Open under Part V. (Plan 411B/40, D2.)
Location 4418, containing 31a. 0r. 15p., at £1 per acre; classification page 12 of Corres. 340/33; subject to the usual timber conditions and available only to the holders of adjoining land.

KATANNING LAND AGENCY.

Kojonup District (eight miles east of Broomehill).

Corr. No. 3785/25.
Open under Part V. (Plan 417D/40, C4.)
Location 3351, containing about 55 acres; subject to survey and pricing.

THURSDAY, 9th JANUARY, 1936.

BRIDGETOWN LAND AGENCY.

Preston Agricultural Area (near Brookhampton).

Corr. No. 1387/34.
Open under Part V. (Plan 414A/40, C2.)
Location 315, containing 11 acres; subject to pricing and to the usual timber reservation conditions.

Wellington District (near Capel).

Corr. No. 9826/01.
Open under Part V. (Plan 413B, F1.)
Location 422, containing 15a. 0r. 19p.; subject to classification and pricing; Reserve 8069 (Quarry—Gravel) is hereby reduced.

A. R. T. BROWN,
Acting Under Secretary for Lands.

FORFEITURES.

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

Name, Lease, District, Reasons, Corres. No., Plan.
 Baseden, Robert; 3117/677; Norseman 889; non-compliance with conditions; 2195/34; Norseman.
 Bell, F. A.; 5887/153; Kukerin 62; £2 7s. 11d.; 3859/13; Kukerin.
 Bulman, Thomas; 3117/753; Norseman 981; £0 7s. 6d.; 2242/34; Norseman.
 Coleman, R. W.; 3117/781; Norseman 998; £0 7s. 6d.; 2282/34; Norseman.
 Collins, P. J.; 3117/757; Norseman 988; £0 7s. 6d.; 2283/34; Norseman.
 Dixon, George; 3117/692; Norseman 908; £0 7s. 6d.; 2198/34; Norseman.
 Douglas, Robert; 55/1628; Fitzgerald 620; £26 4s. 4d.; 2119/29; 392/80, D3 & 4.
 Ewing, M. C.; 1122/153; Narrogin 934; £9 0s. 0d.; 3154/13; Narrogin.
 Fogarty, Minnie; 5664/153; Koolanooka 1; £2 2s. 3d.; 2202/26; Koolanooka.
 Forbes, W. H.; 848/57; Kojonup 7001; non-compliance with conditions; 7054/13; 417A/40, A1.
 Hawkins, C. E. C.; and Danielo, Guisepe; 55/2100; Herdsman Lake 113; £22 4s. 2d.; 874/31; Herdsman Lake.
 Hughes, Adella; 68/3925; Fitzgerald 1474; £7 4s. 5d.; 268/33; 392/80, E4.
 Ireland, A. H.; 3117/766; Norseman 1029; £0 7s. 6d.; 2296/34; Norseman.
 Knapp, Elizabeth; 20683/68; Ninghan 1406, 1408, 1415; £126 6s. 7d.; 6200/25; 65/80, A3 & 4.
 Ledwith, F. W.; 1381/60; Plantagenet 3465; non-compliance with conditions; 4320/12; 451/80, E3.
 Lindau, C. A.; 55/2549; Herdsman Lake 115; £3 0s. 0d.; 1159/33; Herdsman Lake.
 May, Henry; Wilson, Allan, and Wilson, A. A.; 55/1041; Roe 267; abandoned; 1746/28; 6/80.
 Mayberry, A. J.; 3117/736; Norseman 959; £0 7s. 6d.; 2262/34; Norseman.
 Mitchell, Ernest; 3117/704; Norseman 912; £0 7s. 6d.; 2221/34; Norseman.
 Murray, Douglas; 3117/760; Norseman 953; £0 7s. 6d.; 2266/34; Norseman.
 O'Neill, P. W.; 3117/782; Norseman 1004; £0 7s. 6d.; 2301/34; Norseman.
 O'Neil, Thomas; 3117/759; Norseman 991; £0 7s. 6d.; 2300/34; Norseman.
 Osborne, John; 3117/741; Norseman 966; £0 7s. 6d.; 2269/34; Norseman.
 Pearce, Forrest; 68/4075; Victoria 4462, 3542; £1 6s. 0d.; 2439/33; 157B/40, E2.
 Roberts, C. L.; 3117/730; Norseman 947; £0 7s. 6d.; 2271/34; Norseman.
 Roberts, R. M. and I. G.; 1072/41A; Clackline 40, 28; £9 9s. 0d.; 2561/24; Clackline.
 Robertson, J. B.; 68/2001; Avon 20660; £31 1s. 1d.; 3681/29; 56/80, C2.
 Robertson, J. B.; 19687/68; Avon 20647; £67 0s. 4d.; 5373/25; 56/80, C3.
 Robertson, J. B.; 68/2086; Avon 25579; £2 8s. 0d.; 4992/29; 56D/40, C3.
 Sampson, W. J.; 2001/60; Torbay A.A. 215; non-compliance with conditions; 6633/24; 457A/40, A1.
 Thomas, T. L.; 3117/822; Norseman 891; £0 12s. 6d.; 2232/34; Norseman.
 Watson, E. L.; 3117/877; Norseman 985; £0 5s. 0d.; 102/35; Norseman.
 Watson, Walter; 3117/883; Norseman 880; £0 12s. 6d.; 2237/34; Norseman.
 Westaway, L. L.; 3117/827; Norseman 999; £0 12s. 6d.; 2309/34; Norseman.
 Wholley, Mary; 5470/153; Boulder 84; £1 17s. 3d.; 5694/23; Boulder.

A. R. T. BROWN,
 Acting Under Secretary for Lands.

THE CEMETERIES ACT, 1897.

Appointment of Trustee, Geraldton Cemetery.

Department of Lands and Surveys,
 Perth, 10th December, 1935.

Corres. No. 6886/03, Vol. 2.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint, under the pro-

visions of the above Act, Mr. Thomas Askew as a Trustee of the Geraldton Public Cemetery, vice John Thomas Clarke (resigned).

Wyalkatchem Cemetery—Amendment of By-laws.

Corres. No. 2612/14.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the above Act, of Schedule A of the By-laws for the Control of the Wyalkatchem Cemetery as set out hereunder, and of the cancellation of the said Schedule previously gazetted:—

SCHEDULE A.

Scale of Fees and Charges payable to the Trustees.

On application for an "Order for Burial" the following fees shall be payable in advance:—

	£	s.	d.
In open ground—			
For sinking grave for any adult	1	0	0
For sinking grave for any adult if buried by Government contract	0	15	0
For sinking grave for any child under 7 years of age	0	10	0
For reopening grave of any adult	1	0	0
For reopening grave of any child under 7 years of age	0	10	0
In private ground, including the issue of a Grant of "Right of Burial":—			
Ordinary land for grave 9ft. x 5ft., where directed	1	10	0
Ordinary land for grave 9ft. x 10ft., where directed	3	0	0
Special land for grave 9ft. x 5ft., selected by applicant in section where burials take place	3	0	0
Special land for grave 9ft. x 10ft.	6	0	0
For interment without due notice	0	10	6
For sinking adult's grave beyond 6ft., for each additional foot	0	5	0
For permission to erect monument	0	10	0
For permission to construct brick grave	0	10	0
For permission to construct a vault	0	10	6

Fremantle Cemetery By-laws.

Alteration and Additions to Schedule A.

4793/98.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to amend the By-laws of the Fremantle Cemetery by altering and adding to Schedule A of such By-laws as set out hereunder:—

Grave Maintenance.

Alteration:—

Tending grave after planting, etc., by grantee, 8 feet by 4 feet, per annum, from 17s. 6d. to 15s.

Addition:—

	s.	d.
Tending grave 8 feet by 4 feet, without grass, etc., by keeping clean and in order, per annum	10	0
Placing flowers on graves to order, minimum charge	1	0

A. R. T. BROWN,
 Acting Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1933.

WHEREAS the TOODYAY Road Board, by resolution passed at a meeting of the Board, held at Toodyay on or about the 10th day of August, 1935, resolved to open the road hereinafter described, that is to say:—

L. & S. 5379/12; M.R.D. 684/34.

No. 146: Regazettal of part and deviation to agree with survey:—A strip of land, one chain wide (widening in Avon Location U4), commencing on the south-east boundary of Location 54 and extending (as shown O.P. 4776) south-eastward and southward, passing through Locations U4, 12, and U3 to rejoin the old road in the last-mentioned location. (Plan 27A/40, B2.)

WHEREAS the YORK Road Board, by resolution passed at a meeting of the Board, held at York on or about the 12th day of August, 1935, resolved to open the road hereinafter described, that is to say:—

L. & S. 9824/97; M.R. 760/34.

No. 824: Widening:—That portion of Avon Location 2051 bounded by lines commencing at the junction of the eastern side of the present road with the northern side of Road No. 300 and extending (as shown on Diagram No. 58364) 329deg. 29min. 2 chains 56.1 links, 130deg. 39min. 4 chains 63.8 links; thence 290deg. 10 min. 2 chains 36.2 links to the starting point. (Plan 2C/40, F3.)

WHEREAS the BEVERLEY Road Board, by resolution passed at a meeting of the Board, held at Beverley on or about the 27th day of August, 1935, resolved to open the road hereinafter described, that is to say:—

8576/05.

No. 2294: Widening:—That part of Avon Location 21176 bounded by lines commencing at its eastern corner and extending (as shown on Diagram No. 55778) south-westward along part of its south-eastern boundary for a distance of 1 chain 1.5 links; thence 17deg. 39 min. 1 chain 45 links to its north-eastern boundary and south-eastward along part of said north-eastern boundary to the starting point. (Plan 342B/40, E2.)

WHEREAS the MINGENEW Road Board, by resolution passed at a meeting of the Board, held at Mingenew on or about the 10th day of October, 1934, resolved to open the road hereinafter described, that is to say:—

L. & S. 6187/28; M.R.D. 657/34.

No. 8423: Extension:—A strip of land, one chain wide, leaving the present road on the south-western side of the Midland Railway near the easternmost north-east corner of Victoria Location 2883 and extending (as surveyed) north-westward along said side of Midland Railway to the south boundary of Location 6842; thence (as shown O.P. 5184, widening in part) westward and north-westward along southern and south-western sides of the railway, passing through the latter location, Reserve 428, and Location 378, to Road No. 2289 at a level crossing in the last-mentioned location. (Plan 123/80, D & E, 1 & 2.)

WHEREAS the YORK Road Board, by resolution passed at a meeting of the Board, held at York on or about the 12th day of August, 1935, resolved to open the road hereinafter described, that is to say:—

L. & S. 9824/97; M.R. 760/34.

No. 9566:—A strip of land, one chain wide (widening at the south-west corner of Mt. Hardey Estate Lot 19, as shown on Diagram No. 58366, and at its junction with Greenhills road, as shown on Diagram No. 58363), leaving Road No. 824 at the southern corner of Lot 10 and extending (as surveyed) north-westward along the south-western boundaries of Lots 10 and 11 and westward along the southern boundaries of Lots 15 and 19 to Rickey street, in Mt. Hardey Townsite; thence northward along part of Rickey street and westward along Marley road to Greenhills road. (Plan 2B/40, F2, and Mount Hardey Townsite.)

WHEREAS the YORK Road Board, by resolution passed at a meeting of the Board, held at York on or about the 12th day of August, 1935, resolved to open the road hereinafter described, that is to say:—

L. & S. 9824/97; M.R. 760/34.

No. 9567:—A strip of land, one chain wide (widening at its commencement and terminus), leaving a surveyed road on the south-western boundary of Avon Location 12541 at its intersection with the southern side of the York-Greenhills railway reserve and extending (as shown on Diagram No. 58365) eastward along said side of railway reserve, passing through Locations 12541, 885, 2019, 226, and 12537 to Road No. 431 at the northern corner of the last-mentioned location. (Plan 2C/40, F3.)

WHEREAS the YORK Road Board, by resolution passed at a meeting of the Board, held at York on or about the 12th day of August, 1935, resolved to open the road hereinafter described, that is to say:—

L. & S. 9824/97; M.R. 760/34.

No. 9568:—A strip of land, one chain wide (widening at the north corner of Reserve No. 12888, as shown on Diagram No. 58365), commencing at the intersection of the south-western boundary of Avon Location 12541 with the northern side of the York-Greenhills railway reserve and extending (as surveyed) north-westward along part of said boundary to Road No. 300 at a north corner of the said reserve. (Plan 2C/40, F3.)

WHEREAS the MECKERING Road Board, by resolution passed at a meeting of the Board, held at Cunderdin on or about the 29th day of October, 1935, resolved to open the road hereinafter described, that is to say:—

2490/34.

No. 9569:—A strip of land, one chain wide, leaving a surveyed road at the north-west corner of Avon Location 11979 and extending (as surveyed) east along its north boundary and south along part of its east boundary to the north-west corner of Location 12270; thence east along the northernmost boundary, south along an east, and again east along a north boundary of Location 12270, and continuing along the northernmost boundary of Location 16193 to the north-west corner of Location 7023; thence (as shown Diagram No. 58393, widening at its terminus) east inside and along part of the north boundary of and south-eastward through Location 7023 to a surveyed road on its eastern boundary. (Plan 26B/40, E & F2.)

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

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

And whereas the Lieutenant-Governor in Executive Council has confirmed the said resolutions, it is hereby notified that the lines of communication described above are Roads within the meaning of "The Road Districts Act, 1919-1933," subject to the provisions of the said Act.

Dated this 13th day of December, 1935.

A. R. T. BROWN,
Acting Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1933.

Closure of Road.

WE, P. O'Neill and P. J. McCarthy, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Northam Road Board to close the said portion of road, viz:—

Northam.

9610/04.

N. 252:—That portion of Road No. 2008 passing along the south-western boundary of Avon Location 1768, part of the north-western and the south-western boundary of Lot 10 of Avon Location P4 (L.T.O. Plan No. 1047), and the south-western boundary of Lot 11; from a surveyed road at the western corner of said Location 1768 to the southern corner of said Lot 11. (Plan 27C/40, D3.)

P. O'NEILL.

PERCY J. MCCARTHY.

I, Edward Alfred Letch, on behalf of the Northam Road Board, hereby assent to the above application to close the road therein described.

E. A. LETCH,
Chairman Northam Road Board.

7th December, 1935.

LOST CASH ORDERS.

The Agricultural Bank,
Perth, 5th December, 1935.

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

C/O No. 96774, value £5 5s., in favour of S. Jarvis, drawn at Narrogin on the 14th April, 1935;

C/O No. 52457, value £5 5s., in favour of E. W. Flugge, drawn against Fertiliser Subsidy, at Perth, on the 4th November, 1935;

C/O 24695, value £15, in favour of J. V. Green, drawn at Northam on the 3rd September, 1935, against Wheat Growers' Relief 59/1934;

C/O 26989, value £9 7s. 3d., in favour of J. V. Green, drawn at Northam on the 4th September, 1935, against Commonwealth Wheat Bounty 60/1934.

W. GROGAN, General Manager.

TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
1935.		1935.	
Nov. 27	Toompup School—Sale of (8582)	(2.30 p.m. on Tuesday) 17th December ...	Contractors' Room, Perth, and Court House, Kataning, on and after the 3rd December, 1935.
Nov. 27	Margaret River Hospital—Additions and Renovations (8583)	17th December ...	Contractors' Room, Perth; Bunbury Court House; Busselton Agricultural Bank, and Margaret River Police Station, on and after the 3rd December, 1935.
Dec. 3	Cranleigh School—Sale of (8584)	24th December ...	Contractors' Room, Perth; and Court Houses, Southern Cross and Merredin, on and after the 10th December, 1935.
Dec. 3	Mendels School—Sale of (8585)...	24th December ...	Contractors' Room, Perth; Court House, Geraldton, and Police Station, Mullewa, on and after the 10th December, 1935.
Dec. 4	Gwalia School—Purchase and Removal of Classroom (8586)	24th December ...	Contractors' Room, Perth; Public Works Department, Kalgoorlie, and Police Station, Gwalia, on and after the 10th December, 1935.

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

C. A. MUNT,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-34.

Road Board Elections.

Department of Works and Labour,
Perth, 11th December, 1935.

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

Road Board.	Date of Election.	Member Elected:		Ward.	Occupation.	How vacancy occurred: (a) Effluxion of time. (b) Resignation. (c) Death.	Name of previous Member.	Remarks.
		Surname.	Christian Name.					
Buckland Hill	23-11-35	Underdown	Charles ...	South ...	Grocer ...	(c)	Pratt, T.	Unopposed.
Rockingham	30-11-35	Charles	George Frederick	East ...	Merchant	(b)	Fletcher, G.	
Nullagine ...	30-11-35	Nelson	John Frederick	... ..	Manager ...	(b)	Greatorex, A. G. W.
Wiluna ...	23-11-35	Montgomery	John James	Mine ...	Miner ...	Non-attendance	Cruickshank, L. L.	

C. A. MUNT,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-1934.

South Perth Road District.

Alteration of District boundary.

Department of Works and Labour,
P.W. 1672/35. Perth, 10th December, 1935.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of "The Road Districts Act, 1919-1934," and all other powers enabling him in this behalf, to annex to the South Perth Road District all that outlying land described in the Schedule hereto:—

Schedule.

All that area bounded by lines commencing on the present District boundary near the south-western side of the Mill Point Jetty and extending south-westward and southward along the north-western and western sides of a retaining wall (as shown O.P. 5197) to a point 3.5 links northward from the production westward of the northern side of Richardson street; thence to and along the present District boundary to the starting point.

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

(Sgd.) C. A. MUNT,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-34.

Bassendean Road Board.

Department of Works and Labour,
P.W. 1656/24. Perth, 9th December, 1935.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved of the erection of Road Board Office and Board Room, Electric Light Workshop, and Provision for Housing Transformers and Switch Board Gear as works for which money may be borrowed under Part VII. of "The Road Districts Act, 1919-34," by the Bassendean Road Board.

(Sgd.) C. A. MUNT,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-34.

Harvey Road Board.

Department of Works and Labour,
P.W. 5/23. Perth, 9th December, 1935.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved of the erection of a Public Hall at Brunswick Junction as a work for which money may be borrowed under Part VII. of "The Road Districts Act, 1919-34," by the Harvey Road Board.

(Sgd.) C. A. MUNT,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-1934.

Mundaring District Road Board.

By-law re Discount on Rates.

P.W. 1214/22.

WHEREAS under the provisions of "The Road Districts Act, 1919-1934," the Board of any Road District is empowered to make By-laws for any of the purposes mentioned in the said Act, the Mundaring District Road Board doth, in exercise of the powers aforesaid and of every power enabling it in this behalf, hereby make the following By-law:—

The Board may allow discount, not exceeding five per centum, for the prompt payment of rates, but such discount shall be allowed in respect of general rates only (not including supplemental rates), and shall not be allowed in respect of rates not paid on or before the thirtieth day of September of the year in which the rates have been imposed: Provided that the Minister, under special circumstances, may agree to an extension of time for a period not exceeding one month.

Passed by resolution of the Mundaring District Road Board on the 3rd day of October, 1935.

H. ROBINSON,
Chairman.

R. F. HOPE,
Acting Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 17th day of October, 1935.

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

THE ROAD DISTRICTS ACT, 1919-34.

Wongan-Ballidu Road District—Alteration of Boundary with Dowerin Road District.—Notice of Intention.

Department of Works and Labour,
P.W. 527/34. Perth, 30th November, 1935.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of "The Road Districts Act, 1919-34," and all other powers enabling him in this behalf, to sever that portion of the Wongan-Ballidu Road District described in the Schedule hereto and annex it to the Dowerin Road District.

Plans showing the proposed alteration may be seen at the Local Government Office, Department of Works and Labour, Perth.

Schedule.

All that piece and parcel of land bounded:—On the northward by a line commencing at the north-west corner of Avon Location 18315 and extending eastward along the north boundaries of Avon Locations 18315, 20108, 18314, 19412-19414 (inclusive), and 12797 to the north-east corner of the last-mentioned location; on the eastward and southward by a line commencing at the north-east corner of said Location 12797 and extending southward to and southward and westward along part of the District boundary to the south-west corner of Location 24916; on the westward by a line commencing at the last-mentioned point and extending north along the west boundary of said Location 24916, east along part of the south boundary of Location 18309 and the south boundary of Location 26188; thence north along west boundaries of Locations 26188, 18309, 18310, 18312, and 18315 to the starting point. (Plan 56/80, A. and 3. 2, 3 and 4.)

(Sgd.) C. A. MUNT,
Under Secretary for Works.

FREMANTLE MUNICIPAL TRAMWAYS AND ELECTRIC LIGHTING ACT, 1903-1933.

City of Fremantle.

P.W. 3376/22. Perth, 9th December, 1935.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has approved of the extension along Marmion street for a distance of about seventy-eight (78) chains from Onslow street to McKimmie street of the tramways constructed by the City of Fremantle and the Mayor and Councillors of East Fremantle, under the provisions of "The Fremantle Municipal Tramways and Electric Lighting Act, 1903-1933."

(Sgd.) C. A. MUNT,
Under Secretary for Public Works.

THE LAND DRAINAGE ACT, 19.

Drainage Board Election.

Department of Water Supply,
Sewerage, and Drainage,

Perth, 10th December, 1935.

IT is hereby notified, for general information in accordance with Section 35 of "The Land Drainage Act, 1925," that the following gentleman has been elected a member of the undermentioned Drainage Board:—

Name of Board.	Date of Election.	Member Elected.	
		Surname.	Christian Name.
East Jandakot	5-10-35	Lucken	Harry

C. A. MUNT,
Under Secretary for Water Supply.

APPOINTMENT OF MEMBERS—TOWN PLANNING BOARD.

Town Planning Board,
Cathedral avenue,

T.P. 282/30. Perth, 5th December, 1935.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint, under the provisions of "The Town Planning and Development Act, 1928," J. M. J. Tait, J. B. Hawkins, and V. Steffanoni as Members of the Town Planning Board; the appointment to date from the 4th November, 1935.

D. L. DAVIDSON,
Town Planning Commissioner.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE DEPARTMENT.

M.W.S. 1057/35. Perth, 11th December, 1935.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage, and Drainage to undertake the construction of the works hereinafter described, by virtue of the powers contained under the provisions of "The Metropolitan Water Supply, Sewerage, and Drainage Act, 1909":—

Metropolitan Sewerage—Maylands-Inglewood System, Reticulation Area No. 43:—Proposed Pumping Station and Rising main.

Description of Proposed Works:—Concrete tanks, with brick and tile superstructure, electric pumps, rising main, and all apparatus connected therewith.

The Localities in which the Proposed Works will be Constructed:—The localities in which the proposed works will be constructed are shown in red on Plan M.W.S.S. & D.D., W.A., No. 5632, deposited at the Office of the Minister.

The Purposes for which the Proposed Works are to be Constructed:—For pumping sewerage from low level reticulation areas into existing sewer in Farnley street.

The Times when and Places at which Plans, Sections, and Specifications may be Inspected:—At the Office of the Minister for Water Supply, Sewerage, and Drainage, The Barracks, St. George's place, Perth, for one month on and after the 13th day of December, 1935, between the hours of 10 a.m. and 3 p.m.

H. MILLINGTON,
Minister for Water Supply, Sewerage,
and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 2006/35.

IN accordance with the provisions of "The Metropolitan Water Supply, Sewerage, and Drainage Act, 1909," it is hereby notified that sewers and other apparatus have been completed and are now available for use in Reticulation Area No. 5, Claremont, within the boundaries of Claremont Municipality and Nedlands Road Board, as hereunder described:—

Commencing at the point in the centre of Victoria parade opposite the southern alignment of Stirling highway and proceeding easterly across Victoria parade and along the southern alignment of Stirling highway to and across Bay View terrace to the north-east corner of Location 848; thence south along the east

↑

boundaries of Location 848 and Location 883 to the centre of Thompson road; thence east along the centre of Thompson road to a point opposite the east boundary of Lot 38 Thompson road; thence south across Thompson road and along the east boundary of the said Lot 38 to the centre of the right-of-way south of Thompson road; thence east along the centre of said right-of-way to and across Evelyn road and along right-of-way to the centre of the right-of-way between Evelyn road and Koeppel road; thence south along the centre of the said right-of-way to the centre of the right-of-way at the north of Princess road; thence east along the centre of the said right-of-way to a point opposite the east boundary of Lot 21, Princess road; thence south along the east boundary of the said Lot 21 and the prolongation of same to the centre of Princess road; thence west along the centre of Princess road to a point opposite the centre of Queen street; thence south along the centre of Queen street to the centre of Agett road; thence south-easterly along the centre of Agett road to the centre of Alice road; thence east along the centre of Alice road to the centre of Bay road; thence south-westerly along the centre of Bay road to a point opposite the centre of right-of-way between Alice road and Riley road; thence east across Bay road and along the centre of the said right-of-way to a point opposite the east boundary of Lot 11, Riley road; thence south across the said right-of-way and along the east boundary of the said Lot 11 and the prolongation of the said boundary to the centre of Riley road; thence west along the centre of Riley road to a point opposite the east boundary of Lot 44, Riley road; thence south across Riley road and along the east boundary of the said Lot 44 to the centre of right-of-way between Riley road and Goldsmith road; thence east along the centre of the said right-of-way to a point opposite the east boundary of Lot 51, Victoria avenue; thence south across the said right-of-way and along the east boundaries of Lots 51 and 52, Victoria avenue, and the prolongation of the said boundaries to the centre of Goldsmith road; thence west along the centre of Goldsmith road to the centre of Victoria avenue; thence south-easterly along the centre of Victoria avenue to the centre of Watkins road; thence east along the centre of Watkins road to a point opposite the east boundary of Lot 144, Watkins road; thence south across Watkins road and along the east boundary of the said Lot 144 to and across right-of-way and along the east boundary of Lot 292, Philip road, and the prolongation of the said boundary to the centre of Philip road; thence west along the centre of Philip road to a point opposite the east boundary of Lot 304, Philip road; thence south across Philip road and along the east boundary of the said Lot 304 to and across right-of-way and along the east boundary of Lot 343, Waratah avenue, and the prolongation of the said boundary to the centre of Waratah avenue; thence west along the centre of Waratah avenue to a point opposite the east boundary of Lot 236, Waratah avenue; thence south across Waratah avenue and along the east boundaries of Lots 236, Waratah avenue, and 208, Leon street and the prolongation of the said boundary to the centre of Leon street; thence west along the centre of Leon street to the centre of Victoria avenue; thence south along Victoria avenue to the centre of Bishop road; thence west along the centre of Bishop road to the Swan river foreshore; thence northerly and north-westerly along the foreshore to the centre of Chester road; thence northerly along the centre of Chester road to the centre of Victoria avenue; thence westerly along the centre of Victoria avenue to the centre of Victoria parade; thence north along the centre of Victoria parade to a point

opposite the south boundary of Lot 42, Victoria parade; thence west across Victoria parade and along the south boundary of the said Lot 42 to the centre of right-of-way between Victoria parade and Queenslea drive; thence north along the centre of the said right-of-way to a point opposite the north boundary of Lot 36, Victoria parade; thence east across the said right-of-way and along the north boundary of the said Lot 36 and prolongation of the said boundary to the centre of Victoria parade; thence north along the centre of Victoria parade to the point of commencement, as shown in plan on Plan M.W.S.S. & D.D., W.A., No. 5633.

Owners of property situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect their premises to the sewer within thirty days from date of service of prescribed notice and are also notified that Sewerage Rates will, in accordance with the By-laws, be enforced from first April, 1936, if premises are not previously connected, and be payable in advance. If premises are connected prior to first April, 1936, Rates will be charged from date of connection.

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

Dated the 6th of December, 1935, at the Office of the Department, The Barracks, St. George's place, Perth.

G. H. LONG,
Under Secretary.

THE DAIRY PRODUCTS MARKETING
REGULATION ACT, 1934.

Department of Agriculture,
Dept. No. 135/35. Perth, 9th December, 1935.

NOTICE is hereby given that the Minister for Agriculture, with the approval of the Lieutenant-Governor in Council has, pursuant to Section 59 of "The Dairy Products Marketing Regulation Act, 1934," amended the Regulations made under and for the purposes of the said Act as published in the *Government Gazette* on the 5th day of March, 1935; the 29th day of March, 1935; the 17th day of May, 1935; the 31st day of May, 1935; the 12th day of July, 1935; the 23rd day of August, 1935; the 17th day of October, 1935, and the 25th day of October, 1935, respectively, in the manner set forth in the Schedule hereunder.

GEO. L. SUTTON,
Director of Agriculture.

Schedule.

1. The said Regulations are amended by inserting therein after Regulation 84 (as published in the *Government Gazette* on the 23rd day of August, 1935) new Regulations, to stand as Regulations 84a, 84b, and 84c, as follows:—

84a. (1) Application for permission under Sub-section (2) of Section 36 of the Act to withdraw butter from storage shall be made in Form 30a in the First Schedule to these Regulations.

(2) Permission to withdraw butter from storage as aforesaid shall be given in Form 30b in the said First Schedule.

84b. (1) Where the owner of any butter which has been placed in storage seeks to withdraw such butter or any portion thereof from the storage place, the owner of such storage place shall not deliver the butter sought to be withdrawn to the owner thereof or other applicant unless and until the said owner or other applicant produces the permission of the Board issued under Regulation 84a hereof, or evidence to the satisfaction of the owner of the storage place that such butter is being withdrawn for local sale;

(2) When in accordance with paragraph (1) of this regulation the owner of a storage place has allowed butter to be withdrawn therefrom, he shall, when making his weekly return in accordance with Regulation 86 hereof, attach to such return the permissions of the Board, or other evidence produced to him and in pursuance whereof he has delivered butter withdrawn from the storage place.

84c. Where butter has been stored in a licensed storage place, and within one month after being so stored, it is withdrawn from storage, whether for

local sale or otherwise, the owner of such butter shall not, without the expressed approval of the Board, be entitled to receive or to retain any benefit in respect of such butter under the provisions of the Act relating to the application of the moneys in the Stabilisation Fund; and, insofar as he may have already received from the Board any advance, compensation, or premium under such provisions, the amount thereof, without any deductions whatever, shall be a debt owing by him to the Board, recoverable by the Board in any court of competent jurisdiction.

2. The following Forms are added to the First Schedule to the said Regulations after Form 30 (as published in the *Government Gazette* on the 23rd day of August, 1935), to stand as Forms 30a and 30b, as follows:—

Form 30a.

THE DAIRY PRODUCTS MARKETING
REGULATION ACT, 1934.

Application for Permission to withdraw Butter from
Cool Store.

To the Dairy Products Marketing Board,
Perth.

Application is hereby made for permission to withdraw.....boxes of butter at present stored by this Company at.....Cool Store, at.....
This butter is required for.....

For.....
.....

Form 30b.

THE DAIRY PRODUCTS MARKETING
REGULATION ACT, 1934.

Permission to withdraw Butter from Cool Store.

To.....
.....

In response to your application dated....., for permission to withdraw.....boxes of butter from.....Cool Store....., such application is hereby granted/refused.

The Dairy Products Marketing Board,
.....
Secretary.

Date....., 19 .

Approved by His Excellency the Lieutenant-Governor in Executive Council this 5th day of December, 1935.

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

DRIED FRUITS ACT, 1926.

Result of Election of Board Members.

IN accordance with Regulations for the election of members of the Board gazetted on 1st November 1935, the following were elected as members, viz.:—Messrs. Lewis Norman Hasluck, William Duncan Cameron, Harold Osborne Newman, Henry A. J. Baker, and James Norman Cox.

(Sgd.) E. H. ROSMAN,
Secretary Dried Fruits Board (W.A.)

10th December, 1935.

APPOINTMENT.

Department of Mines,
Perth, 5th December, 1935.

4414/35.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint Norman Neil Houston as Acting Mining Registrar, at Laverton, Mt. Margaret Goldfield, during the absence of the Mining Registrar; to date from the 20th day of November, 1935.

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

DEPARTMENT OF MINES, PERTH.

Aerial, Geological and Geophysical Survey of Northern
Australia.

Appointment of Technical Staff.

Corr. 3241/35.

APPLICATIONS are invited for appointment to positions of Assistant Geologist (six vacancies) in connection with the Aerial, Geological, and Geophysical Survey of Northern Australia.

Applicants should have completed a full course of Mining Engineering or Science, with Geology as major subject, at a University or School of Mines and hold a degree or diploma in this regard.

Applicants should state age, qualifications and experience, and should be healthy and of good physique, capable of field work in isolated parts of Northern Australia.

Applicants should be accompanied by not more than four testimonials.

Applicants should be prepared to accept engagement for a period of two years, and should be ready to take up duty as required, on or about 1st March, 1936.

Appointments will be terminable at one calendar month's notice in writing either by the Secretary to the Survey or by appointees.

Successful applicants will be required to perform the duties of their positions in selected areas north of approximately the twenty-second parallel of south latitude. Broadly, the operations of the Survey during the 1936 season will extend to various localities in North and North-West Queensland, the Pine Creek and Arltunga-Claraville-Winnecke Districts of the Northern Territory, and the Pilbara, West Pilbara, and Kimberley Goldfields of Western Australia.

The commencing salary of appointees will be £350 to £400 per annum, dependent upon qualifications and experience, with one increment of £50. In addition, appointees will be paid district allowances applicable to the districts in which they are working, from £40 to £80 per annum in the case of single men and from £60 to £100 per annum in the case of married men. Traveling expenses will be paid from place of present residence to location in the field and when moving from one district to another.

Applications should be indorsed "Application for position of Assistant Geologist," and should reach the Secretary to the Survey, Prime Minister's Department, Canberra, not later than the 18th January, 1936.

A. C. SMITH,
Secretary to the Survey.

10th December, 1935.

THE MINING ACT, 1904.

NOTICE OF INTENTION TO FORFEIT LEASES
FOR NON-PAYMENT OF RENT.

Department of Mines,
Perth, 29th November, 1935.

IN accordance with Section 97 of "The Mining Act, 1904," notice is hereby given that, unless the rent due on the undermentioned Gold Mining Leases be paid on or before the 31st day of December, 1935, it is the intention of the Lieutenant-Governor, under the provisions of Section 98 of "The Mining Act, 1904," to forfeit such leases for breach of covenant, viz., non-payment of rent.

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

EAST COOLGARDIE GOLDFIELD.

Bulong District.

1283Y—QUEEN MARGARET No. 1 SOUTH: Mair,
Frank Herbert Stewart; Stevenson, Annie.

NORTH COOLGARDIE GOLDFIELD.

Ularring District.

1015U—SOUTH CALLION: Enterprise Gold Mines,
No Liability.

1016U—NEW CALLION: Rowe, Benjamin Allan;
Steineck, Henry Albert.

1017U—NEW CALLION NORTH: North Enterprise
Development Syndicate, No Liability.

1033U—WAIHI: Tvermoes, Hans Henning.

1036U—SOUTH CALLION EXTENDED: North En-
terprise Development Syndicate, No Liability.

1042U—GREAT HOPE: O'Brien, Alexander.

1052U—HARD HIT: George, Norman Thomas.

1053U—HOMEWARD: Hogstrom, Axel Leonard.

THE MINING ACT, 1904.

Department of Mines,
Perth, 5th December, 1935.

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.

A. H. TELFER,
Acting 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 ... ..	...	2099w, 2100w.
Coolgardie ... ..	...	5479, 5480*, 5481*, 5482*, 5483*, 5484*.
Dundas ... ..	...	1460*, 1468*, 1469, 1470.
East Murchison	Wiluna	612j*, 616j*.
Murchison	Meekatharra	1754n*.
North Coolgardie	Menzies ...	5648z*, 5649z*, 5650z.
Pilbara	Marble Bar	915*.
Yilgarn ... ..	...	3745, 3746, 3747, 3750*, 3751, 3752, 3753, 3754, 3755*, 3756, 3757*, 3758, 3759, 3760, 3761, 3762, 3763.

The undermentioned applications for Gold Mining Leases were refused :—

Goldfield.	District.	No. of Application.	Name of Lease.	Applicant.
Dundas	1459 1467	Iron King South ... New Iron Duke ...	Green, Alfred Redvers. Kelly, John Joseph

The surrenders of the undermentioned Gold Mining Leases were accepted :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
Mt. Margaret	Mt. Malcolm ...	1702c	Edith H	Humphrey, Lydia Jane.
North Coolgardie	Menzies ...	5642z	Lorna May East	Epis, Giovanni

The undermentioned Gold Mining Lease was declared forfeited for breach of labour conditions, and prior right of application is granted under Section 107, Subsection (1) :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.	Name of Person to whom prior right of Application is granted.
Dundas	1366	Gee Cee South ...	Rushton, Reginald Field- ing	McDonald, James Henry.

The undermentioned Gold Mining Lease was declared forfeited, the fine in lieu of forfeiture not having been paid, and prior right of application is granted under Section 107, Subsection (1) :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.	Name of person to whom prior right of application is granted.
Broad Arrow	...	2063w	New Mexico ...	Kelly, John	Lewis, Ernest.

The undermentioned Gold Mining Leases were declared forfeited for breach of covenant, viz., non-payment of rent :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
Coolgardie	Kunanalling ...	910s 911s 912s 927s	Carbine South Carbine East Carbine North Golden West South ...	Carbine Gold Mines, No Liability. Carbine Gold Mines, No Liability. Carbine Gold Mines, No Liability. Golden West Mining, No Liability.

THE MINING ACT, 1904—*continued.*

The forfeiture of the undermentioned Gold Mining Lease for non-payment of fine inflicted in lieu of forfeiture published in the *Government Gazette* of the 27th September, 1935, was declared cancelled, and the Lessee reinstated as of his former estate :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Broad Arrow	1968w	Victory	Stene, John

Miners' Homestead Leases.

The undermentioned application for a Miner's Homestead Lease was approved, subject to survey, to date from 1st July, 1935 :—

Goldfield.	District.	No. of Application.
Mt. Margaret	Mt. Margaret	54r.

The surrender of the undermentioned Miner's Homestead Lease was accepted :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Peak Hill	28p	Diggers Rest	Crane, Michael.

* Conditionally.

THE MINING ACT, 1904.

Licenses to Treat Tailings.

Department of Mines,
Perth, 5th December, 1935.

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.

S. W. MUNSIE,
Minister for Mines.

No.	Corres. No.	Licensees.	Goldfield.	Locality.	Period.
546H (5/35)	3061/35	Bevilaqua, Stanley Max	Coolgardie ...	Late G.M. Leases Nos. 2761, 3092, 3178, and Prospecting Area No. 4162	Six months from 1st December, 1935.
566H (7/35)	3847/35	Frank, Herbert Anthony	do.	G.M. Lease No. 5318	Three months from 1st December, 1935.
568H (12E/35)	3917/35	Elliot, Charles	East Coolgardie	G.M. Lease No. 5486E	Four months from 1st December, 1935.

THE MINING ACT, 1904.

Department of Mines,
Perth, 5th December, 1935.

HIS Excellency the Lieutenant-Governor in Executive Council, in accordance with Section 297 of "The Mining Act, 1904," has been pleased to approve, conditionally, the following Temporary Reserve for the purpose of prospecting for gold.

S. W. MUNSIE,
Minister for Mines.

No.	Corres. No.	Occupier.	Term.	Locality.
866H	2249/35	Allom, Austin	1st December, 1935, to 29th February, 1936	Quinns, Murchison Goldfield.

THE MINING ACT, 1904.

Department of Mines,
Perth, 5th December, 1935.

HIS Excellency the Lieutenant-Governor in Executive Council, in accordance with Section 297 of "The Mining Act, 1904," has been pleased to authorise the occupant of the undermentioned Temporary Reserve to occupy, conditionally, the said Temporary Reserve.

S. W. MUNSIE,
Minister for Mines.

No.	Corres. No.	Occupant.	Term extended to :	Locality.
880H	2672/35	The Lady Gladys Gold Mines, No Liability	29th February, 1936	Mulline, North Coolgardie Goldfield.

THE MINING ACT, 1904.

Department of Mines,
Perth, 5th December, 1935.

HIS Excellency the Lieutenant-Governor in Executive Council has approved the cancellation of the undermentioned Temporary Reserve created in accordance with the provisions of Section 297 of "The Mining Act, 1904."

S. W. MUNSIE,
Minister for Mines.

No.	Corres. No.	Occupant.	Locality.
870H	2388/35	Counsel, Charles Henry	Panton River District, Kimberley Goldfield.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1935.			1935.
Nov. 28 ...	437A, 1935 ...	F.A.Q. to Prime Wheaten Chaff, during a period of 3 months	Dec. 19
Dec. 2 ...	453A, 1935 ...	Potatoes and Onions during a period of 3 months	Dec. 19
Dec. 2 ...	455A, 1935 ...	Anhydrous Ammonia for Wyndham Meat Works, 10,000 lbs.	Dec. 19
Dec. 2 ...	458A, 1935 ...	Muntz Metal Sheets, Nails, Rods, Nuts and Washers	Dec. 19
Dec. 5 ...	463A, 1935 ...	Charcoal or Coke for Canning Dam during a period of 12 months, approximately 35 tons	Dec. 19
Dec. 6 ...	468A, 1935 ...	Limestone Spalls or Gravel Lumps, 2,830 cub. yds. for Alfred-Subway Road, No. 1U	Dec. 19
Dec. 12 ...	474A, 1935 ...	Engine for Launch at Onslow	Dec. 19
Dec. 12 ...	470A, 1935 ...	6in. Pipes, 2,200 feet—Asbestos, Cement, Steel, or Galvanised Steel	Dec. 19
Nov. 14 ...	418A, 1935 ...	Cast Steel Service Gates, 2 only ; and Phosphor Bronze Frame, 1 only, for Canning Dam	1936.
Nov. 28 ...	448A, 1935 ...	Electric Lamps during a period of 12 months	Jan. 2
Dec. 2 ...	454A, 1935 ...	Fuel Oil for Government requirements during a period of 12 months	Jan. 2
Dec. 5 ...	464A, 1935 ...	Round Jarrah Fencing Posts, 140 only ; Round Jarrah Struts, 280 only ; Split Jarrah Fencing Posts, 3,200 only	Jan. 2
Dec. 5 ...	466A, 1935 ...	4in. Pipes, approximately 22,200 feet—Steel, Asbestos, or Wood	Jan. 2
Dec. 5 ...	467A, 1935 ...	Mild Steel Flats, Rounds, Squares, Angles, etc., 3,000 tons ; Pig Iron, 1,000 tons	Jan. 2
Dec. 12 ...	471A, 1935 ...	Firewood for No. 4 Pumping Station, Merredin, 6,000 cords	Jan. 2
Dec. 12 ...	472A, 1935 ...	Firewood for No. 5 Pumping Station, Yerbillion, 4,000 cords	Jan. 2
Dec. 12 ...	473A, 1935 ...	Crab Winches, 10 cwt. lift, 30 only	Jan. 2
Dec. 12 ...	475A, 1935 ...	Equipment for No. 2 Tower, Canning Dam—Pulley Blocks, Crab Winches, Wire Rope Clips, etc.	Jan. 2
Nov. 14 ...	428A, 1935 ...	Copper Plates, 23 only	Jan. 9
Nov. 28 ...	446A, 1935 ...	Steel Pipes, 4½-in. ext. dia., 34,700 feet, and Forming Sockets, 385 only	Jan. 9
Oct. 17 ...	347A, 1935 ...	Solid Drawn Anti-corrosive Steel Tubes : Boiler Tubes, 495 only	Jan. 16
		<i>For Sale by Tender.</i>	1935.
Dec. 5 ...	459A, 1935 ...	Dredge "Fremantle," now lying at the east end of Victoria Quay, where inspection can be made	Dec. 19
Dec. 6 ...	469A, 1935 ...	Cottage, Milk Shed, and Dairy on Peel Estate Lot 359, Serpentine	Dec. 19

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

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

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

No tender necessarily accepted.

Dated this 12th day of December, 1935.

M. J. CALANCHINI,
Chairman W.A. Government Tender Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Accepted Tenders.*

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
884/35	1935. Dec. 9	Various	414A, 1935	Removal of Bodies to Morgues at Midland Junction and Fremantle, and from Claremont-Cottesloe District during 1936	Police	Rates on application.
884/35	do.	do.	413A, 1935	Removal of Bodies to Morgues at Northam, Boulder, and Kalgoorlie during 1936	do.	do. do.
850/35	Dec. 10	do.	333A, 1935	Motor Spares, Cylinder Boring, etc., as required by the Plant Engineer, during the year 1936	Works and Labour	do. do.
1026/35	Dec. 7	Stewarts & Lloyds (Aust.), Pty. Ltd.	432A, 1935	Steel Bore Casing, 5in. ext. dia., 1,500 lin. ft.; delivered F.O.R. Fremantle	P.W.D. Water Supply	3s. 7½d. per lin. foot.
911/35	Dec. 9	... ..	...	Carriage of General Battery Supplies for adjacent Railway Stations to State Batteries as under, during the year 1936—	Mines	
		R. Sullivan	354A, 1935	To Boogardie Battery ... ..	... ..	Rates on application.
		Ernest Scahill	355A, 1935	To Coolgardie Battery ... ..	... ..	do. do.
		Allen & Brimage	356A, 1935	To Kalgoorlie Battery ... ..	... ..	do. do.
		D. Campbell & Co.	357A, 1935	To Jimble Bar Battery ... ..	... ..	do. do.
		M. S. Dwyer	358A, 1935	To Laverton Battery ... ..	... ..	do. do.
		D. Campbell & Co.	359A, 1935	To Meekatharra Battery... ..	... ..	do. do.
		A. C. E. Howe & Co.	361A, 1935	To Norseman Battery ... ..	... ..	do. do.
		H. J. Catchpole	362A, 1935	To Ora Banda Battery ... ..	... ..	do. do.
		S. T. Birch	363A, 1935	To Paynes Find Battery ... ..	... ..	do. do.
		D. Campbell & Co.	364A, 1935	To Peak Hill Battery ... ..	... ..	do. do.
		E. M. Davey	366A, 1935	To St. Ives Battery ... ..	... ..	do. do.
		E. C. Oliver	369A, 1935	To Yalgoo Battery ... ..	... ..	do. do.
		T. Barrett	370A, 1935	To Yarri Battery ... ..	... ..	do. do.
		W. L. Newland	373A, 1935	To Wiluna Battery ... ..	... ..	do. do.
991/35	Dec. 5	Hume Steel, Ltd.	406A, 1935	Mild Steel Pipes for Dredge "Stirling"— (a) 28 only, 27ft. long (b) 15 only, 30ft. long	do.	£17 each. £18 5s. each.
1033/35	Dec. 6	Mr. F. A. Ball	434A, 1935	River Sand from Point Walter Bank	do.	4s. 3d. per cub. yd. in barge where required at Fremantle Inner Harbour.
973/35	Dec. 5	Atkins (W.A.), Ltd.	396A, 1935	21 K.W. B.T.H., 220V., 1,200 r.p.m. Compound Wound Interpole D.C. Generator, complete with Shunter Regulator Sides and Pulleys, 1 only, delivered Mechanical Engineer, P.W.D., Perth	P.W.D.	£93 10s.
"	Dec. 5	J. R. W. Gardam & Co.	"	12 h.p. Parkinson Compound Wound D.C. Motor, 220V., 1,000 r.p.m., complete, 1 only, delivered to Mechanical Engineer, P.W.D., Perth	do.	£69 10s.
881/35	Dec. 5	The Aqua Proofing Co., Ltd.	346A, 1935	Oilskins and Mackintoshes for Railways and Tramways— Items 1 to 5	Railways and Tramways	Rates on application.
"	do.	Mr. B. Rosenstamm	"	Leather Leggings for Railways and Tramways— Item 6—Approx. 52 pairs Item 7—Approx. 124 pairs	do. do.	9s. 9d. per pair. 8s. per pair.
"	do.	W.A. Headwear, Ltd.	"	Waterproof Cap Covers for Railways and Tramways	do. do.	10d. each.
935/35	Dec. 7	Blackburn & Sons	105	Cartage at Perth for all Government requirements within radius of 3 miles of Perth Town Hall during 12 months from 1st January, 1936, to 31st December, 1936	Various	Rates on application.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.*

Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
733/35	1935. Dec. 5	White Rock Quarries, Ltd.	341A, 1935	Diorite Screenings for Coolgardie-Kalgoorlie Road, No. 521— Item 1—1,060 cub. yds. 1-in. Item 2—3,770 cub. yds. ½-in. Item 3—2,140 cub. yds. ¾-in.	Main Roads	} 17s. cub. yd.
938/35	do.	Harris, Scarfe, & Sandover, Ltd.	412A, 1935	Guttering, Downpipe, Ridgecap, etc., during period from 1st January, 1936, to 30th June, 1936; delivered F.O.R. Perth or Fremantle, or within 3 miles radius of the Perth or Fremantle Town Halls	Government Stores		Rates on application.
1008/35	do.	Mr. J. O. Coote ...	420A, 1935	Unscreened Ironstone Gravel for Canning-Contour Cannnel— Item 1—Approx. 300 cub. yds. Item 2—Approx. 320 cub. yds.	Metropolitan Water Supply	} 7s. cub. yd.
960/35	Dec. 7	The Aqua Proofing Co., Ltd.	394A, 1935	Mackintosh Coats and Bicycle Capes to Police Department Stores— Item 1—Coats (Foot), 102 only Item 2—Coats (Mounted), 18 only Item 3—Capes (Bicycle), 20 only	Police		70s. each. 75s. ,, 35s. ,,
1071/35	Dec. 9	Mr. S. E. Statham ...	457A, 1935	Ironstone Lumps and Footpath Gravel, on Job, corner of Central Avenue and John street, Maylands— Item 1—Ironstone Gravel, approx. 50 tons Item 2—Footpath Gravel, approx. 20 tons	Metropolitan Water Supply	5s. 2d. per ton. 5s. 1d. per ton.
734/35	Dec. 7	Mr. D. R. Paterson...	439A, 1935	On Job, Screenings for Perth-Albany Road, No. 1,000 (North from Albany)— Item 1—900 cub. yds. ½-in. Item 2—530 cub. yds. ¾-in.	Main Roads	} 24s. per cub. yd.
85/35	do.	Sara & Cook, Ltd.	Butter for Government Institutions, week ending 14th December, 1935	C.S.D. ... ..		1s. 3¼d. per lb.

Cancellation of Contracts.

Tender Board No.	Date.	Contractor.	Particulars.
734/35	1935. Dec. 7	Albany Municipal Council	Contract for Screenings, Perth-Albany Road, T.B. Schedule 270A, 1935.
459/35	do.	L. Omodei	Contract for Firewood for State Battery, Cue, for period ending 30th June, 1936, T.B. Schedule 175A, 1935.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Tenders for Butter.

TENDERS close with the Secretary, Tender Board (himself), at 11.15 a.m. every Saturday, for the Supply and Delivery of Butter to Government Institutions and Hospitals during the ensuing week.

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

By Order of the Board,

M. J. CALANCHINI,
Chairman W.A. Government Tender Board,

No. 16 of 1935.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Industrial Dispute between A. McLeod, F. Coeks, W. Jewell, W. Whitehair, W. Holman, A. Hodgson, M. Halliday, J. Fields, and others, Applicants, and The Kalgoorlie Foundry, Limited, Respondents.

WHEREAS following upon an industrial dispute between the abovenamed workers, members of the Amalgamated Engineering Union of Workers, Kalgoorlie Branch, and the abovenamed Kalgoorlie Foundry, Limited, a stoppage of work occurred on or about the 27th day of May, 1935: And whereas in pursuance of the provisions of Section 145 of "The Industrial Arbitration Act, 1912-1925," a conference was summoned by the President of the Court of Arbitration between the said parties and their representatives, which said conference was held in Kalgoorlie on the 30th and 31st days of May, 1935: And whereas an agreement was arrived at at the said conference between the said parties in respect of certain of the matters in difference: And whereas certain other matters were, pursuant to the provisions of Section 69 of the said Act, referred to Francis Edward Walsh, Esquire; William Thomas Oswald Liddell, Esquire, and the Honourable Charles Bennett Williams, for investigation and report: And whereas the said Court of Arbitration has considered the said report and has decided to accept and act thereon: Now, therefore I, the undersigned, as President of the said Court, and the said Court doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

AWARD.

1.—Term.

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

2.—Area.

This Award shall operate over the industry in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, and Phillips River Goldfields and other Districts specified in Clause 3 (b).

3.—Wages.

(a) Basic wage at the rate of £4 5s. 7d. per week.

(b) Industry Allowance:—The employer shall pay to his employees the Industry Allowance prescribed by Award Numbered 5 of 1934, when employed on any goldmine in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, Yalgoo, Phillips River, Peak Hill, Gascoyne, Pilbarra, West Pilbarra, and Kimberley Goldfields of Western Australia.

(c)	Occupation.	Industry Total Wage					
		Margin.		Allowance.		Per Week.	
		£	s. d.	s. s.	£	s. d.	
(1)	Driller and/or screwer ...	0	12 0	12 0	5	8 4	
(2)	Motor attendant	0	12 0	12 0	5	8 4	
(3)	Switchboard attendant ...	0	12 0	12 0	5	8 4	
(4)	Electrical wireman	0	18 0	12 0	5	14 4	
(5)	Electrical lineman	0	18 0	12 0	5	14 4	
(6)	Pipe fitter ...	0	15 0	12 0	5	11 4	
(7)	Coppersmith ...	1	4 0	12 0	6	0 4	
(8)	Blacksmith ...	1	4 0	12 0	6	0 4	
(9)	Electrical fitter ...	1	4 0	12 0	6	0 4	
(10)	Fitter ...	1	4 0	12 0	6	0 4	
(11)	Motor mechanic	1	4 0	12 0	6	0 4	
(12)	Turner ...	1	4 0	12 0	6	0 4	
(13)	Universal miller...	1	4 0	12 0	6	0 4	
(14)	Miller ...	1	4 0	12 0	6	0 4	
(15)	Borer ...	1	4 0	12 0	6	0 4	
(16)	Planer ...	1	4 0	12 0	6	0 4	
(17)	Shaper ...	1	4 0	12 0	6	0 4	
(18)	Slotter ...	1	4 0	12 0	6	0 4	
(19)	Radial driller ...	1	4 0	12 0	6	0 4	
(20)	Driller using cutter bar ...	1	4 0	12 0	6	0 4	
(21)	Oxy-acetylene and electrical welder	1	8 0	12 0	6	4 4	
(22)	Patternmaker ...	1	13 0	12 0	6	9 4	

(d) Apprentices' Wages—	Percentage of Basic Wage and Industry Allowance.
First six months ...	20
Second six months ...	25
Second year ...	30
Third year ...	45
Fourth year ...	65
Fifth year ...	85

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

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

(f) Leading hand:—Leading hand shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

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

(h) A fitter or other tradesman, not specially employed as a welder, who, in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling (1s.) per day extra whilst so employed.

4.—District Allowances.

Payments shall be made in accordance with the provisions contained in Schedule I. annexed hereto, so far as applicable.

5.—Hours.

(a) The ordinary working hours shall not exceed forty-four (44) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday inclusive, and four (4) hours between 7 a.m. and 12 noon on Saturday: Provided that the said forty-four (44) hours may be worked in five (5) days, from Monday to Friday inclusive, at the option of the employer: Provided, further, that in the case of continuous and/or shift-work workers and workers regularly working underground, the provisions of this subclause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty-eight (88) hours per fortnight, to be worked in alternate weeks of forty-eight (48) and forty (40) hours respectively, each of such weeks to be worked in shifts of eight (8) hours each, including crib time.

(b) Lunch interval shall not exceed one hour.

(c) Workers working underground shall work the hours provided in the Award (Nos. 2 and 6 of 1934) for underground workers made between the Australian Workers' Union Westralian Goldfields Mining Branch Industrial Union of Workers and another (Applicants) and The Lake View and Star, Limited, and others (Respondents).

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

6.—Overtime.

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

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

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

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

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

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

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

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

(i) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked. No worker shall be permitted to work more than twenty-four (24) hours' overtime in any one week: Provided that this subclause shall apply only within a radius of twenty-five (25) miles from Kalgoorlie Town Hall, and shall not apply to cases where, after application to the applicant's representative, extra competent labour is not available.

7.—Holidays.

(a) Each worker shall be entitled to twelve (12) days' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer: Provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause.

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

(c) The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday, the following Monday shall be kept. These days, if not worked, shall not be paid for.

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

8.—Weekly Hiring.

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

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 9, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

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

9.—Payment for Sickness.

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

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

10.—Shifts.

(a) Whenever shift work is worked, all shifts except the day shift shall be paid at the rate of time and a quarter.

(b) Work other than day shift shall not be recognised as night shift, unless five (5) consecutive nights

are worked, but shall be deemed to be overtime. On the completion of the fifth consecutive night's work, the worker shall be deemed to have been employed on night shift during that and the preceding four (4) nights, and thereafter during any subsequent consecutive nights he is so employed. The intervention of a Sunday or a holiday on which work is not performed shall not be deemed to break the sequence.

(c) When night shift is to be paid at time and a quarter rate, as prescribed in the preceding subclause, overtime shall be based on the time and a quarter rate and calculated under Clause 5 (a) of Award Numbered 335 and 336 of 1930.

11.—Payment of Wages.

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

12.—Record Book.

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

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

13.—Representative Interviewing Workers.

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

14.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work shall not by reason of this Award suffer any reduction in pay.

15.—Supply of Goggles.

Suitable goggles shall be provided by all employers to workers when using emery wheels.

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

16.—Under-rate Workers.

Any worker who by reason of old age or infirmity is unable to earn the minimum rate prescribed by this Award may be paid such lesser rate as may from time to time be agreed upon in writing between the employer and the representative of the applicants, or failing such agreement within twenty-four (24) hours after such worker shall have applied in writing to the representative of the applicants, stating his desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate upon the application of such worker after twenty-four (24) hours' notice in writing shall have been given by him to the said representative, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the representative and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six (6) calendar months from the date thereof and after the expiration of the said period, until the wage shall have again been fixed at the instance of the said representative in the manner prescribed. The said representative may by writing under his hand appoint an agent or substitute to represent the applicants at the hearing of the application before the Magistrate.

17.—Higher Duties.

A worker engaged for more than two (2) hours in any one day on duties carrying a higher rate than his

ordinary classification shall be paid the higher rate for such day.

18.—Piecework.

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

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

19.—Definitions.

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

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

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

(d) "Electrical linesman" means a worker engaged (with or without labourers assisting) in erecting poles for electrical wires or erecting wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electrical poles off the ground, but no linesman shall be allowed to work off the ground on live wires without the assistance of a labourer.

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

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

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

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

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

20.—University Students.

Provision may be made by agreement between the employers and the applicants as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

21.—Apprentices.

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

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him in that branch: Provided that the fraction of three (3) shall not be less than one.

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

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

(e) Apprentice shall be allowed to one of the following trades, namely:—Patternmaker, coppersmith, electrical fitter, blacksmith, fitter and/or turner, machinist, motor mechanic, welder.

22.—Away from Home Allowance.

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

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

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

(d) Such workers shall not be entitled in addition to receive the district allowances prescribed by Award Numbered 5 of 1934.

(e) Workers who are engaged at the job shall be entitled to the district allowance provided by Award Numbered 5 of 1934 for the particular District in which the job is situated and to the industry allowance as provided by Clause 3 hereof, if working on a gold mine.

23.—Board of Reference.

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

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

- (i) deciding matters specifically referred to in the Award as being the subject-matters of a decision of the Board;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time;
- (v) 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, 1912-1925," which for this purpose are embodied in and form part of this Award. (Regulation 92).
- (vi) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

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 25th day of November, 1935.

[SEAL.]

WALTER DWYER,
President.

SCHEDULE I.

District Allowances.

(I.) In addition to the wages prescribed in Clause 3 of this Award, the following allowances shall be paid for six (6) days per week to workers employed in the Districts which are hereinafter respectively described, with the exception of districts contained therein, which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz.:—

- (a) First District: Lying south of Kalgoorlie and comprised within lines starting from Kalgoorlie, then W.S.W. to Woolgangie, thence S.E. to Dundas, thence N.E. to a point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—at the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway and eight shillings (8s.) per week for those outside.
- (b) Second District: Starting from Kalgoorlie W.S.W. to Woolgangie, thence N.N.W. to the intersection of the 120 E. meridian with the 30 S. parallel of latitude, thence N.E. by E.

to Kookynie, thence back to the point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.

- (c) Third District: Starting from and including Kookynie, then N. by W. to Kurrajong, thence N.E. to Stone's Soak, thence S.E. to and including Burtville, thence S.W. through Pindinnie to Kookynie:—at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (d) Fourth District: Surrounding Southern Cross within a radius of thirty (30) miles:—for those mines outside a radius of ten (10) miles from Southern Cross, including Westonia and Bullfinch, at the rate of two shillings and sixpence (2s. 6d.) per week.
- (e) Fifth District: Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude, at the rate of twelve shillings (12s.) per week.

(II.) Notwithstanding anything herein contained, the following allowances shall be paid in the Districts mentioned hereunder:—

	Per Week.
	s. d.
Ora Banda and Waverley Districts, at the rate of	7 0
Yalgoo District, at the rate of	7 0
Meekatharra, Mt. Magnet and Cue, at the rate of	8 6
Wiluna District, at the rate of	10 0

With regard to the Meekatharra, Mt. Magnet, Cue, Yalgoo, and Wiluna Districts, an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government Railway.

(III.) In the case of any mine or District within the area to which this Award applies which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed, upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application. The service of such notice shall be made pursuant to the provisions relating thereto prescribed by the Regulations under "The Industrial Arbitration Act, 1912-1925."

SCHEDULE II.

Apprenticeship Regulations.

Definitions.

- 1. (1) "Act" means "The Industrial Arbitration Act, 1912-1925," and any alteration or amendment thereof for the time being in force.
- (2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these Regulations apply, and includes an apprentice on probation.
- (3) "Award" includes Industrial Agreement.
- (4) "Court" means the Court of Arbitration.
- (5) "Employer" includes any firm, company or corporation.
- (6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.
- (7) "Registrar" means the Registrar of the Court.

Employment—Probation.

- 2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.
- 3. (1) Every apprentice shall be employed on probation for a period of three months to determine his

fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

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

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

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

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

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

Extension of Term.

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

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

Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruc-

tion is given, or in the case of illness of the apprentice the proof whereof lies on him: Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lost Time.

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

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

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

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

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

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

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

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

Part-time Employment.

40. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full

time, application may be made by the employer to the Court for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial award for the trade, calling, or industry. If the Court grants the application holidays will be reduced *pro rata*.

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

FORM "A."

To The Registrar, Arbitration Court, Perth.

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

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

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

FORM "B."

Certificate of Service.

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

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

FORM "C."

Certificate of Attendance at Technical School

(Reg. 28 (b)).

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

(Signature of Principal).....

FORM D.

Certificate of Proficiency.

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

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

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

.....
Registrar.

FORM E.

Final Certificate.

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

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

.....
Registrar.

.....
Examiners.

FORM F.

General Form of Apprenticeship Agreement.
(Recommended.)

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

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

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

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at.....aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes, or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under "The Industrial Arbitration Act, 1912-1925," or any other Act in force so far as the same shall relate to his apprenticeship.

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

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

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

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

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

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

4. It is further agreed between the parties hereto:—

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

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

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

(d) Other conditions

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

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

Signed sealed and delivered }
 by the said..... }
in the presence of } (Signature of Guardian.)
 }
 And by the said..... }
in the presence of } (Signature of Apprentice.)
 }
 And by..... of }
 the said..... }
 for and on behalf of } (Signature of Employer.)
 the said.....in the }
 presence of..... }

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

Registrar.

No. 17 of 1935.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Industrial Dispute between Federated Society of Boilermakers and Structural Iron and Steel Workers' Union of Workers, Kalgoorlie Branch No. 11, Applicants, and The Kalgoorlie Foundry, Limited, Respondent.

WHEREAS following upon an industrial dispute between the abovenamed Federated Society of Boilermakers and Structural Iron and Steel Workers' Union of Workers, Kalgoorlie, Branch No. 11, and the abovenamed Kalgoorlie Foundry, Limited, a stoppage of work occurred on or about the 27th day of May, 1935: And whereas, in pursuance of the provisions of Section 145 of "The Industrial Arbitration Act, 1912-1925," a conference was summoned by the President of the Court of Arbitration between the said parties and their representatives, which said conference was held in Kalgoorlie on the 30th and 31st days of May, 1935: And whereas an agreement was arrived at at the said conference between the said parties in respect of certain of the matters in difference: And whereas certain other matters were referred to an Industrial Board constituted under Section 107 of the said Act for hearing and determination: And whereas the said Industrial Board has on this day arrived at a determination of the matters outstanding: Now, therefore I, the undersigned President of the said Court, do hereby publish the following Award between the abovenamed parties as representing the terms agreed to and determined respectively as aforesaid.

Dated this 21st day of October, 1935.

(SEAL.)

WALTER DWYER,
 President.

1.—Term.

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

2.—Area.

This Award shall operate over the industry in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, and Phillips River Goldfields and other Districts specified in Clause 3 (b).

3.—Wages.

(a) Basic wage at the rate of £4 4s. 4d. per week.

(b) Industry allowance:—The employer shall pay to his employees the Industry allowance prescribed by Award Numbered 15 and 16 of 1934, when employed on any gold mine in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, Yalgoo, Phillips River, Peak Hill, Gascoyne, Pilbarra, West Pilbarra, and Kimberley Goldfields of Western Australia.

(c) Occupation.	Margin.		Industry Allowance.		Total Wage Per Week.	
	£	s. d.	s. d.	£	s. d.	
Boilermaker ...	1	4 0	12 0	6	0 4	
Oxy-Acetylene and electric welder ...	1	8 0	12 0	6	4 4	

Percentage of Basic Wage and

(d) Apprentices' wages— Industry Allowance.

First six months ...	20
Second six months ...	25
Second year ...	30
Third year ...	45
Fourth year ...	65
Fifth year ...	85

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

(f) Leading Hand: Leading hand shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(g) Dirt money: Workers employed in dirty work or in wet places shall be paid one penny halfpenny (1½d.) extra per hour.

(h) Heat money: (i) Workers employed for more than one hour in the shade where the artificial temperature is between 115 degrees and 130 degrees Fahrenheit shall be paid one penny halfpenny (1½d.) per hour extra.

(ii) Workers employed for more than one hour where the artificial temperature exceeds 130 degrees Fahrenheit shall be paid threepence (3d.) per hour extra. Where work continues for more than two (2) hours in temperatures exceeding 130 degrees Fahrenheit, workers shall be entitled to twenty (20) minutes' rest after every two (2) hours, without deduction of pay.

(i) Confined spaces: Workers employed in confined spaces as hereinafter defined shall be paid threepence (3d.) per hour extra.

(j) Height money: Workers engaged on work at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling (1s.) per day extra.

(k) Where more than one of the disabilities entitling a worker to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest, for the disabilities so prevailing.

(l) In the case of a dispute as to whether the work is or is not dirty or wet, or as to what constitutes a confined space, so as to entitle the worker to the extra remuneration prescribed, the matter shall be referred to the Inspector of Machinery, whose decision shall be final.

(m) A boilermaker, not specially employed as a welder who in addition to his employment as such is also required to do welding, shall be entitled to receive one shilling (1s.) per day extra when so employed.

4.—District Allowances.

Payments shall be made in accordance with the provisions contained in Schedule I. annexed hereto, so far as applicable.

5.—Hours.

(a) The ordinary working hours shall not exceed forty-four (44) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday inclusive, and four (4) hours between 7 a.m. and 12 noon on Saturday: Provided that the said forty-four (44) hours may be worked in five (5) days from Monday to Friday inclusive, at the option of the employer: Provided further, that in the case of continuous and/or shift-work workers and workers regularly working underground, the provisions of this subclause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty-eight (88) per fortnight, to be worked in alternate weeks of forty-eight (48) and forty (40) hours respectively, each of such weeks to be worked in shifts of eight (8) hours, each including crib time.

(b) Lunch interval shall not exceed one hour.

(c) Workers working underground shall work the hours provided in Award Numbered 2 and 6 of 1934, for underground workers, made between the Australian Workers' Union Westralian Goldfields Mining Branch Industrial Union of Workers and another (applicants) and The Lake View and Star, Limited, and others (respondents).

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

6.—Overtime.

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

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

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

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

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

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

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

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

(i) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked. No worker shall be permitted to work more than twenty-four (24) hours' overtime in any one week: Provided that this subclause shall apply only within a radius of twenty-five (25) miles from Kalgoorlie Town Hall and shall not apply to cases where, after application to the secretary of the applicant Union, extra competent labour is not available.

7.—Holidays.

(a) Each worker shall be entitled to twelve (12) days' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer: Provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause.

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

(c) The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday, the following Monday shall be kept. These days, if not worked, shall not be paid for.

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

8.—Weekly Hiring.

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

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 9, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

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

9.—Payment for Sickness.

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

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

10.—Shift Work.

(a) Whenever shift work is worked, all shifts except the day shift shall be paid at the rate of time and a quarter.

(b) Work other than day shift shall not be recognised as night shift, unless five (5) consecutive nights are worked, but shall be deemed to be overtime. On the completion of the fifth consecutive night's work, the

worker shall be deemed to have been employed on night shift during that and the preceding four (4) nights, and thereafter during any subsequent consecutive nights he is so employed. The intervention of a Sunday or a holiday on which work is not performed shall not be deemed to break the sequence.

(c) When night shift is to be paid at time and a quarter rate, as prescribed in the preceding subclause, overtime shall be based on the time and a quarter rate and calculated under Clause 5 (a) of Award Numbered 335 and 336 of 1930.

11.—Payment of Wages.

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

12.—Record Book.

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

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

13.—Representative Interviewing Workers.

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

14.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work shall not by reason of this Award suffer any reduction in pay.

15.—Supply of Accessories.

(a) Suitable goggles shall be provided by all employers to workers when using emery wheels.

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

16.—Under-Rate Workers.

Any worker who by reason of old age or infirmity is unable to earn the minimum rate prescribed by this Award may be paid such lesser rate as may from time to time be agreed upon in writing between the employer and the secretary of the Union, or failing such agreement within twenty-four (24) hours after such worker shall have applied in writing to the secretary of the Union, stating his desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker after twenty-four (24) hours' notice in writing shall have been given by him to the said secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the secretary and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six (6) calendar months from the date thereof, and after the expiration of the said period, until the wage shall have again been fixed at the instance of the said secretary in the manner prescribed. The secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

17.—Piecework.

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

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

18.—Definitions.

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

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

(c) "Confined space" means a working space the dimensions of which necessitate a worker working continuously in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

19.—University Students.

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

20.—Apprentices.

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

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him in that branch: Provided that the fraction of three (3) shall not be less than one.

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

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

(e) Apprentices may be taken to boilermaking, and/or welding.

21.—Away from Home Allowance.

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

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

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

(d) Such workers shall not be entitled in addition to receive the district allowances prescribed by Award Numbered 5 of 1934.

(e) Workers who are engaged at the job shall be entitled to the district allowance provided by Award Numbered 5 of 1934 for the particular District in which the job is situated, and to the industry allowance as provided by Clause 3 hereof, if working on a gold mine.

22.—Board of Reference.

(a) The Court appoints, for the purposes of the Award, a Board or Boards of Reference. Each Board shall consist of a Chairman, who shall be a person selected by the representatives of the parties, if such may be agreed upon, or, failing such agreement, the Warden or Resident Magistrate, if agreeable and willing to act, and if not, a Government Inspector of Mines and two (2) other representatives, one representing the employer and the other a representative of the Union,

appointed for such purpose by the Union, which may at any time by notification to the employer and the Registrar change such representative.

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

- (i) deciding matters specifically referred to in the Award as being the subject-matter of a decision of the Board;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time.
- (v) 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, 1912-1925," which for this purpose are embodied in and form part of this Award (Regulation 92);
- (vi) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

SCHEDULE I.

District Allowances.

(i) In addition to the wages prescribed in Clause 3 of this Award, the following allowances shall be paid for six (6) days per week to workers employed in the Districts which are hereinafter respectively described, with the exception of Districts contained therein, which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz:—

- (a) First District: Lying south of Kalgoorlie and comprised within lines starting from Kalgoorlie, then W.S.W. to Woolgangie, thence S.E. to Dundas, thence N.E. to a point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—At the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway and eight shillings (8s.) per week for those outside.
- (b) Second District: Starting from Kalgoorlie W.S.W. to Woolgangie, thence N.N.W. to the intersection of the 120 E. meridian with the 30 S. parallel of latitude, thence N.E. by E. to Kookynie, thence back to the point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—At the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (c) Third District: Starting from and including Kookynie, then N. by W. to Kurrajong, thence N.E. to Stone's Soak, thence S.E. to and including Burtville, thence S.W. through Pindimie to Kookynie:—At the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (d) Fourth District: Surrounding Southern Cross within a radius of thirty (30) miles:—For those mines outside a radius of ten (10) miles from Southern Cross including Westonia and Bullfinch:—At the rate of two shillings and sixpence (2s. 6d.) per week.
- (e) Fifth District: Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude:—At the rate of twelve shillings (12s.) per week.

(ii) Notwithstanding anything herein contained the following allowances shall be paid in the Districts mentioned hereunder:—

	Per Week.
Ora Banda and Waverley Districts, at the rate of	s. d. 7 0
Yalgoo District, at the rate of	7 0
Meekatharra, Mt. Magnet, and Cue, at the rate of	8 6
Wiluna District, at the rate of	10 0

With regard to the Meekatharra, Mt. Magnet, Cue, Yalgoo, and Wiluna Districts, an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government railway.

(iii) In the case of any mine or District within the area to which this Award applies which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application. The service of such notice shall be made pursuant to the provisions relating thereto prescribed by the Regulations under "The Industrial Arbitration Act, 1912-1925."

SCHEDULE II.

Apprenticeship Regulations.

Definitions.

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

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

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

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

general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

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

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

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

27. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part

of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

35. Upon the completion of the period of training prescribed for apprenticeship, each apprentice shall be

required to pass the final examination test to the satisfaction of the examiners, and upon passing this test shall be provided with a certificate to that effect by the Registrar.

Lost Time.

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

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.
FORM "A."

To

The Registrar, Arbitration Court, Perth.

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

Dated this day of 19

(Signature of Employer).....

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

FORM "B."
Certificate of Service.

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

Dated this day of 19

(Signature of Employer).....

FORM "C."
Certificate of Attendance at Technical School
(Reg. 28 (b)).

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

(Signature of Principal).....

FORM "D."
Certificate of Proficiency.

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

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

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

Registrar.

FORM "E."
Final Certificate.

This is to certify that of has completed the period of training of years, prescribed by his Agreement of

Apprenticeship, and has passed the Final Examination Test to the satisfaction of the examiners for the..... trade.

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

Registrar.

Examiners.

FORM "F."

General Form of Apprenticeship Agreement. (Recommended.)

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

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

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

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at.....aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under "The Industrial Arbitration Act, 1912-1925," or any other Act in force so far as the same shall relate to his apprenticeship.

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

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

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

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

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

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

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

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

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

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

(d) Other conditions.

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

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

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

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

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

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

Registrar.

No. 18 of 1935.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Industrial Dispute between Federated Moulders (Metals) Union of workers, Perth, Applicants, and The Kalgoorlie Foundry, Limited, Respondent.

WHEREAS following upon an Industrial Dispute between the abovenamed Federated Moulders' (Metals) Union of Workers, Perth, and the abovenamed Kalgoorlie Foundry, Limited, a stoppage of work occurred on or about the 27th day of May, 1935: And whereas, in pursuance of the provisions of Section 145 of "The Industrial Arbitration Act, 1912-1925," a conference was summoned by the President of the Court of Arbitration between the said parties and their representatives, which said conference was held in Kalgoorlie on the 30th and 31st days of May, 1935: And whereas an agreement was arrived at at the said conference between the said parties in respect of certain of the matters in difference: And whereas certain other matters were referred to an Industrial Board constituted under Section 107 of the said Act for hearing and determination: And whereas the said Industrial Board has on this day arrived at a determination of the matters outstanding: Now, therefore I, the undersigned President of the said Court, do hereby publish the following Award between the abovenamed parties as representing the terms agreed to and determined respectively as aforesaid.

Dated this 21st day of October, 1935.

[SEAL.]

WALTER DWYER, President.

AWARD.

1.—Term.

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

2.—Area.

This Award shall operate over the industry in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Cool-

gardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, and Phillips River Goldfields and other districts specified in Clause 3 (b).

3.—Wages.

(a) Basic wage at the rate of £4 4s. 4d. per week.

(b) Industry allowance:—The employer shall pay to his employees the Industry Allowance prescribed by Award Numbered 4 of 1934, when employed on any goldmine in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, Yalgoo, Phillips River, Peak Hill, Gascoyne, Pilbarra, West Pilbarra, and Kimberley Goldfields of Western Australia.

(c) Occupation.	Margin.		Industry Allowance.		Total-Wage Per-Week.	
	£	s. d.	s. d.	£	s. d.	£ s. d.
General moulder and coremaker	1	4 0	12	0	6	0 4

(d) Apprentices wages: Percentage of Basic Wage and Industry Allowance.

First six months	20
Second six months	25
Second year	30
Third year	45
Fourth year	65
Fifth year	85

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

(f) Leading hand:—Leading hand shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

4.—District Allowances.

Payments shall be made in accordance with the provisions contained in Schedule I. annexed hereto, so far as applicable.

5.—Hours.

(a) The ordinary working hours shall not exceed forty-four (44) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday inclusive, and four (4) hours between 7 a.m. and 12 noon on Saturday: Provided that the said forty-four (44) hours may be worked in five (5) days, from Monday to Friday inclusive, at the option of the employer: Provided further, that in the case of continuous and/or shift-work workers and workers regularly working underground, the provisions of this subclause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty-eight (88) hours per fortnight, to be worked in alternate weeks of forty-eight (48) and forty (40) hours respectively, each of such weeks to be worked in shifts of eight (8) hours each, including erib time.

(b) Lunch interval shall not exceed one hour.

(c) Workers working underground shall work the hours provided in the Award (Nos. 2 and 6 of 1934) for underground workers made between the Australian Workers' Union—Western Australian Goldfields Mining Branch Industrial Union of Workers and another (applicants), and the Lake View and Star, Limited, and others (respondents).

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

6.—Overtime.

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

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

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

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

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

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

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

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

(i) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked. No worker shall be permitted to work more than twenty-four (24) hours' overtime in any one week: Provided that this subclause shall apply only within a radius of twenty-five (25) miles from Kalgoorlie Town Hall and shall not apply to cases where, after application to the secretary of the applicant Union, extra competent labour is not available.

7.—Holidays.

(a) Each worker shall be entitled to twelve (12) days' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer: Provided that, where a worker is dismissed for wilful misconduct he will not be entitled to the benefits of this clause.

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

(c) The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday the following Monday shall be kept. These days, if not worked, shall not be paid for.

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

8.—Weekly Hiring.

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

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 9, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

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

9.—Payment of Sickness.

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

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

10.—Shifts.

(a) Whenever shift work is worked, all shifts except the day shift shall be paid at the rate of time and a quarter.

(b) Work other than day shift shall not be recognised as night shift, unless five (5) consecutive nights are worked, but shall be deemed to be overtime. On the completion of the fifth consecutive night's work, the worker shall be deemed to have been employed on night shift during that and the preceding four (4) nights, and thereafter during any subsequent consecutive nights he is so employed. The intervention of a Sunday or a holiday on which work is not performed shall not be deemed to break the sequence.

(c) When night shift is to be paid at time and a quarter rate, as prescribed in the preceding subclause, overtime shall be based on the time and a quarter rate and calculated under Clause 5 (a) of Award Numbered 335 and 336 of 1930.

11.—Payment of Wages.

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

12.—Record Book.

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

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

13.—Representative Interviewing Workers.

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

14.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work shall not by reason of this Award suffer any reduction in pay.

15.—Under-rate Workers.

Any worker who by reason of old age or infirmity is unable to earn the minimum rate prescribed by this Award may be paid such lesser rate as may from time to time be agreed upon in writing between the employer and the secretary of the Union, or, failing such agreement within twenty-four (24) hours after such worker shall have applied in writing to the secretary of the Union, stating his desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate upon the application of such worker after twenty-four (24) hours' notice in writing shall have been given by him to the said secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the secretary, and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six (6) calendar months from the date thereof, and after the expiration of the said period, until the wage shall have again been fixed at the instance of the said secretary in the manner prescribed. The secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

16.—Piecework.

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

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

17.—Definitions.

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

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

18.—University Students.

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

19.—Apprentices.

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

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him: Provided that the fraction of three (3) shall not be less than one.

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

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

(e) Apprentices shall be allowed to the following:—Moulding and coremaking.

20.—Away from Home Allowance.

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

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

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

(d) Such workers shall not be entitled in addition to receive the district allowances prescribed by Award Numbered 5 of 1934.

(e) Workers who are engaged at the job shall be entitled to the district allowance provided by Award Numbered 5 of 1934 for the particular district in which the job is situated and to the industry allowance as provided by Clause 3 thereof, if working on a gold mine.

21.—Board of Reference.

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

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

(i) deciding matters specifically referred to in the Award as being the subject-matter of a decision of the Board;

- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time.
- (v) 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, 1912-1925," which for this purpose are embodied in and form part of this Award (Regulation 92).
- (vi) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

SCHEDULE I.

District Allowances.

(i) In addition to the wages prescribed in Clause 3 of this Award, the following allowances shall be paid for six (6) days per week to workers employed in the districts which are hereinafter respectively described, with the exception of districts contained therein which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz.:—

- (a) **First District:** Lying south of Kalgoorlie and comprised within lines starting from Kalgoorlie, then W.S.W. to Woolgangic, thence S.E. to Dundas, thence N.E. to a point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—at the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway, and eight shillings (8s.) per week for those outside.
- (b) **Second District:** Starting from Kalgoorlie W.S.W. to Woolgangic, thence N.N.W. to the intersection of the 120 E. meridian with the 30° S. parallel of latitude, thence N.E. by E. to Kookynie, thence back to the point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway, and nine shillings (9s.) per week for those outside.
- (c) **Third District:** Starting from and including Kookynie, then N. by W. to Kurrajong, thence N.E. to Stone's Soak, thence S.E. to and including Burtville, thence S.W. through Pindinnie to Kookynie:—at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway, and nine shillings (9s.) per week for those outside.
- (d) **Fourth District:** Surrounding Southern Cross within a radius of thirty (30) miles:—for those mines outside a radius of ten (10) miles from Southern Cross, including Westonia and Bullfinch, at the rate of two shillings and sixpence (2s. 6d.) per week.
- (e) **Fifth District:** Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude, at the rate of twelve shillings (12s.) per week.

(ii) Notwithstanding anything herein contained the following allowances shall be paid in the districts mentioned hereunder:—

	Per Week.
Ora Banda and Waverley Districts, at the rate of	7 0
Yalgoo District, at the rate of	7 0
Meekatharra, Mt. Magnet, and Cue, at the rate of	8 6
Wiluna District, at the rate of	10 0

With regard to the Meekatharra, Mt. Magnet, Cue, Yalgoo, and Wiluna Districts, an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government Railway.

(iii) In the case of any mine or district within the area to which this Award applies which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed, upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application. The service of such notice shall be made pursuant to the provisions relating thereto prescribed by the Regulations under "The Industrial Arbitration Act, 1912-1925."

SCHEDULE II.

Apprenticeship Regulations.

Definitions.

- 1. (1) "Act" means "The Industrial Arbitration Act, 1912-1925," and any alteration or amendment thereof for the time being in force.
- (2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these Regulations apply, and includes an apprentice on probation.
- (3) "Award" includes Industrial Agreement.
- (4) "Court" means the Court of Arbitration.
- (5) "Employer" includes any firm, company or corporation.
- (6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.
- (7) "Registrar" means the Registrar of the Court.

Employment—Probation.

- 2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.
- 3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.
- (2) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.
- 4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these Regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.
- (b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

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

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

Advisory Committee.

- 7. A Board to be called "The Advisory Committee" may be appointed by the Court to advise in regard to any apprenticeship matter. Such committee shall consist of the following:—
- (a) Some person appointed by the Court who shall act as Chairman.
- (b) Two representatives appointed by the employers.
- (c) Two representatives appointed by the industrial union or unions of workers in the trade.

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

Transfer of Apprentices.

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

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

(b) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the

Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

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

cover such damages (if any) as he may have sustained through such rescission of the agreement as aforesaid.

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

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lost Time.

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

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

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

- 41. (1) The Registrar shall prepare and keep a roll of apprentices containing—
 - (a) a record of all apprentices and probationers placed with employers;
 - (b) a record of all employers with whom apprentices are placed;
 - (c) a record of the progress of each apprentice, recording the result of the examiners' reports;
 - (d) any other particulars the Court may direct.
- (2) These records shall be open to inspection by employers and the Union of workers interested upon request.

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

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

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

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

FORMS.

FORM "A."

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

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

FORM "B."

Certificate of Service.

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

FORM "C."

Certificate of Attendance at Technical School
(Reg. 28 (b)).

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

FORM "D."

Certificate of Proficiency.

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

FORM "E."

Final Certificate.

This is to certify that.....of
.....has completed the period of training
of.....years, prescribed by his Agreement of

Apprenticeship, and has passed the Final Examination Test to the satisfaction of the examiners for the.....
trade.
 Dated at.....the.....day of
19.....

 Registrar.

 Examiners.

FORM "F."

General Form of Apprenticeship Agreement.
(Recommended.)

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

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

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

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at.....aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under "The Industrial Arbitration Act, 1912-1925," or any other Act in force so far as the same shall relate to his apprenticeship.

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

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

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

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

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

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

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

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

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

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

(d) Other conditions.

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

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

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

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

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

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

Registrar.

No. 19 of 1935.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Industrial Dispute between Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers, Applicant, and The Kalgoorlie Foundry, Limited, Respondent.

WHEREAS following upon an Industrial Dispute between the abovenamed Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers and the abovenamed Kalgoorlie Foundry, Limited, a stoppage of work occurred on or about the 27th day of May, 1935: And whereas, in pursuance of the provisions of Section 145 of "The Industrial Arbitration Act, 1912-1925," a conference was summoned by the President of the Court of Arbitration between the said parties and their representatives, which said conference was held in Kalgoorlie on the 30th and 31st days of May, 1935: And whereas an agreement was arrived at at the said conference between the said parties in respect of certain of the matters in difference: And whereas certain other matters were referred to an Industrial Board constituted under Section 107 of the said Act for hearing and determination: And whereas the said Industrial Board has on this day arrived at a determination of the matters outstanding: Now, therefore I, the undersigned, President of the said Court, do hereby publish the following Award between the abovenamed parties as representing the terms agreed to and determined respectively as aforesaid.

Dated this 21st day of October, 1935.

[SEAL.] WALTER DWYER,
 President.

AWARD.

1.—Term.

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

2.—Area.

This Award shall operate over the industry in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, and Phillips River Goldfields and other districts specified in Clause 3 (b).

3.—Wages.

(a) Basic wage at the rate of £4 4s. 4d. per week.

(b) Industry Allowance:—The employer shall pay to his employees the Industry Allowance prescribed by Award Numbered 7 of 1934, when employed on any goldmine in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, Yalgoo, Phillips River, Peak Hill, Gascoyne, Pilbarra, West Pilbarra, and Kimberley Goldfields of Western Australia.

(c) Occupation.	Margin.		Industry Allowance.		Total Wage Per Week.	
	£	s. d.	s. d.	£	s. d.	
Carpenter ..	1	4 0	12	0	6 0 4	

(d) Apprentices' Wages: Percentage of Basic Wage and Industry Allowance.

First six months ..	20
Second six months ..	25
Second year ..	30
Third year ..	45
Fourth year ..	65
Fifth year ..	85

(e) In addition to the above an allowance of threepence (3d.) per day shall be paid as tool allowance to a carpenter and twopence (2d.) per day to apprentices in their last three (3) years.

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

(g) Leading Hand:—Leading hand shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(h) Wet and Dusty Places:—In dust bins or places where the atmosphere is similarly dust-laden, or where water is continuously dripping so that the clothing or feet become wet, one shilling (1s.) per day or shift, or fraction of one shilling (1s.) in proportion to the time worked in such place, shall be paid in addition to the rates prescribed in Subclause (c).

4.—District Allowances.

Payments shall be made in accordance with the provisions contained in Schedule I. annexed hereto, so far as applicable.

5.—Hours.

(a) The ordinary working hours shall not exceed forty-four (44) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday inclusive, and four (4) hours between 7 a.m. and 12 noon on Saturday: Provided that the said forty-four (44) hours may be worked in five (5) days, from Monday to Friday inclusive, at the option of the employer: Provided further, that in the case of continuous and/or shift-work workers and workers regularly working underground, the provisions of this subclause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty-eight (88) hours per fortnight, to be worked in alternate weeks of forty-eight (48) and forty (40) hours respectively, each of such weeks to be worked in shifts of eight (8) hours each, including crib time.

(b) Lunch interval shall not exceed one hour.

(c) Workers working underground shall work the hours provided in the Award (Nos. 2 and 6 of 1934) for underground workers made between the Australian Workers' Union Westralian Goldfields Mining Branch Industrial Union of Workers and another (applicants) and The Lake View and Star, Limited, and others (respondents).

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

6.—Overtime.

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

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

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

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

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

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

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

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

(i) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked. No worker shall be permitted to work more than twenty-four (24) hours' overtime in any one week: Provided that this subclause shall apply only within a radius of twenty-five (25) miles from Kalgoorlie Town Hall and shall not apply to cases where, after application to the secretary of the applicant Union, extra competent labour is not available.

7.—Holidays.

(a) Each worker shall be entitled to twelve (12) days' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer: Provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause. Provided further, that by agreement between the employer and the worker leave may be allowed to accumulate for two (2) years.

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

(c) The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday the following Monday shall be kept. These days, if not worked, shall not be paid for.

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

8.—Weekly Hiring.

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

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 9, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

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

9.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one half day for each completed month of service: Provided that payment for absence through such ill-health shall

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

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

10.—Shifts.

(a) Whenever shift work is worked, all shifts except the day shift shall be paid at the rate of time and a quarter.

(b) Work other than day shift shall not be recognised as night shift, unless five (5) consecutive nights are worked, but shall be deemed to be overtime. On the completion of the fifth consecutive night's work, the worker shall be deemed to have been employed on night shift during that and the preceding four (4) nights, and thereafter during any subsequent consecutive nights he is so employed. The intervention of a Sunday or a holiday on which work is not performed shall not be deemed to break the sequence.

(c) When night shift is to be paid at time and a quarter rate, as prescribed in the preceding subclause, overtime shall be based on the time and a quarter rate and calculated under Clause 5 (a) of Award Numbered 335 and 336 of 1930.

11.—Payment of Wages.

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

12.—Record Book.

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

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

13.—Representative Interviewing Workers.

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

14.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work shall not by reason of this Award suffer any reduction in pay.

15.—Provision of Appliances.

The employer shall provide the following tools when they are required on the job:—dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, hack saws, all hammers except claw hammers, gluepots and brushes, dowel plates, frammels, hand and thumb screws, soldering irons and spanners from three-quarters of an inch and upwards. The employer shall provide on all jobs suitable sanitary conveniences and boiling water ready for meal times, where it is necessary.

16.—Under-rate Workers.

Any worker who by reason of old age or infirmity is unable to earn the minimum rate prescribed by this Award may be paid such lesser rate as may from time to time be agreed upon in writing between the employer and the secretary of the Union, or, failing such agreement within twenty-four (24) hours after such worker shall have applied in writing to the secretary of the Union, stating his desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate, upon the appli-

cation of such worker after twenty-four (24) hours' notice in writing shall have been given by him to the said secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the secretary, and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six (6) calendar months from the date thereof and after the expiration of the said period, until the wage shall have again been fixed at the instance of the said secretary in the manner prescribed. The secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

17.—Piecework.

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

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

18.—Tool Lock-up.

A secure and weather-proof place shall be provided by the employer, where the carpenters' tools may be locked up apart from the employer's plant or material.

19.—Grinding Time.

The employer shall provide grindstones. Workers shall be allowed to maintain their tools in proper working condition in working hours.

When a worker who has been employed for six (6) consecutive working days is discharged, he shall be allowed two (2) hours for grinding tools or two (2) hours' pay in lieu thereof.

20.—Definitions.

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

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

21.—University Students.

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

22.—Apprentices.

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

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him: Provided that the fraction of three (3) shall not be less than one.

(c) If the apprentice shall at any time during the said term be wilfully disobedient to the lawful orders of the employer, his managers, foreman, or other servants having authority over the apprentice, or be slothful, or negligent or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or should 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.

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

(e) Apprentices shall be allowed to the following:—Carpentry.

23.—Away from Home Allowance.

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

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

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

(d) Such workers shall not be entitled in addition to receive the district allowances prescribed by Award Numbered 5 of 1934.

(e) Workers who are engaged at the job shall be entitled to the district allowance provided by Award Numbered 5 of 1934 for the particular district in which the job is situated and to the industry allowance as provided by Clause 3 hereof, if working on a gold mine.

24.—Board of Reference.

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

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

- (i) deciding matters specifically referred to in the Award as being the subject-matter of a decision of the Board;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time.
- (v) 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, 1912-1925," which for this purpose are embodied in and form part of this Award (Regulation 92).
- (vi) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

SCHEDULE I.

District Allowances.

(i) In addition to the wages prescribed in Clause 3 of this Award, the following allowances shall be paid for six (6) days per week to workers employed in the districts which are hereinafter respectively described, with the exception of districts contained therein which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz.:—

- (a) First District: Lying south of Kalgoorlie and comprised within lines starting from Kalgoorlie, thence W.S.W. to Woolgangie, thence S.E. to Dundas, thence N.E. to a point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—at the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway and eight shillings (8s.) per week for those outside.
- (b) Second District: Starting from Kalgoorlie W.S.W. to Woolgangie, thence N.N.W. to the intersection of the 120 E. meridian with the 30 S. parallel of latitude, thence N.E. by N. to Kookynie, thence back to the point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (c) Third District: Starting from and including Kookynie, then N. by W. to Kunrajong, thence N.E. to Stone's Soak, thence S.E. to and including Burtville, thence S.E. through Pindinnie to Kookynie:—at the rate of seven shil-

lings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.

(d) Fourth District: Surrounding Southern Cross within a radius of thirty (30) miles:—for those mines outside a radius of ten (10) miles from Southern Cross, including Westonia and Bullfinch, at the rate of two shillings and sixpence (2s. 6d.) per week.

(e) Fifth District: Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude:—at the rate of twelve shillings (12s.) per week.

(ii) Notwithstanding anything herein contained the following allowances shall be paid in the districts mentioned hereunder:—

	Per Week.
	s. d.
Ora Banda and Waverley Districts, at the rate of	7 0
Yalgoo District, at the rate of	7 0
Meekatharra, Mt. Magnet and Cue, at the rate of	8 6
Wiluna District, at the rate of	10 0

With regard to the Meekatharra, Mt. Magnet, Cue, Yalgoo, and Wiluna Districts an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government Railway.

(iii) In the case of any mine or district within the area to which this Award applies, which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed, upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application. The service of such notice shall be made pursuant to the provisions relating thereto prescribed by the Regulations under "The Industrial Arbitration Act, 1912-1925."

SCHEDULE II.

Apprenticeship Regulations.

Definitions.

1. (1) "Act" means "The Industrial Arbitration Act, 1912-1925," and any alteration or amendment thereof for the time being in force.
- (2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these Regulations apply, and includes an apprentice on probation.
- (3) "Award" includes Industrial Agreement.
- (4) "Court" means the Court of Arbitration.
- (5) "Employer" includes any firm, company or corporation.
- (6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.
- (7) "Registrar" means the Registrar of the Court.

Employment—Probation.

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

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

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

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming

into operation of these Regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

- (a) The names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.

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

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

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

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

(g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

(h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

employer, with the consent of the Court, to discharge the apprentice from his service.

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

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

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

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

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

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

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

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

32. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, ex-

aminers to be appointed by the Director of Technical Education for the whole or any portion of the subjects of instruction, and at such remuneration as the Court may determine.

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

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

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

Lost Time.

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

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

- (b) a record of all employers with whom apprentices are placed;
 - (c) a record of the progress of each apprentice, recording the result of the examiners' reports;
 - (d) any other particulars the Court may direct.
- (2) These records shall be open to inspection by employers and the Union of workers interested, upon request.

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

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

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

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

FORMS.

FORM "A."

To

The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

FORM "B."

Certificate of Service.

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

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

(Signature of Employer).....

FORM "C."

Certificate of Attendance at Technical School

(Reg. 28 (b)).

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

(Signature of Principal).....

FORM "D."

Certificate of Proficiency.

To..... (Apprentice).

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

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

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

Registrar.

FORM "E."

Final Certificate.

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

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

Registrar.

Examiners

FORM "F."

General Form of Apprenticeship Agreement.

(Recommended.)

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

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

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

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at..... aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under "The Industrial Arbitration Act, 1912-1925," or any other Act in force so far as the same shall relate to his apprenticeship.

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

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

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the

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

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

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

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

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

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

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

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

(d) Other conditions.

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

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

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

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

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

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

Registrar.

No. 20 of 1935.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Industrial Dispute between Australian Workers' Union Westralian Goldfields Mining Branch Industrial Union of Workers, Applicant, and The Kalgoorlie Foundry, Limited, Respondent.

WHEREAS, following upon an industrial dispute between the abovenamed Australian Workers' Union Westralian Goldfields Mining Branch Industrial Union of Workers and the abovenamed Kalgoorlie Foundry, Limited, a stoppage of work occurred on or about the 27th day of May, 1935: And whereas, in pursuance of

the provisions of Section 145 of "The Industrial Arbitration Act, 1912-1925," a conference was summoned by the President of the Court of Arbitration between the said parties and their representatives, which said conference was held in Kalgoorlie on the 30th and 31st days of May, 1935: And whereas an agreement was arrived at at the said conference between the said parties in respect of certain of the matters in difference: And whereas certain other matters were referred to an Industrial Board constituted under Section 107 of the said Act for hearing and determination: And whereas the said Industrial Board has on this day arrived at a determination of the matters outstanding: Now, therefore I, the undersigned President of the said Court, do hereby publish the following Award between the above-named parties as representing the terms agreed to and determined respectively as aforesaid.

Dated this 21st day of October, 1935.

(SEAL.)

WALTER DWYER,
President.

AWARD.

1.—Term.

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

2.—Area.

This Award shall operate over the industry in the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, and Phillips River Goldfields and other Districts specified in Clause 3 (b).

3.—Wages.

(a) Basic wage at the rate of £4 4s. 4d. per week.

(b) Wages rates:—As in current Award relating to Gold Mining Industry, with the following provision in lieu of the provision for industry allowance as therein provided.

(c) Industry allowance:—The employer shall pay to his employees the industry allowance prescribed by Award Numbered 2 and 6 of 1934, when employed on any gold mine in the Yilgarn, Coolgardie, Broad Arrow Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, Yalgoo, Phillips River, Peak Hill, Gascoyne, Pilbarra, West Pilbarra, and Kimberley Goldfields of Western Australia.

(d) The wages are paid under a contract of daily service.

4.—Junior Workers.

The following provisions shall apply to the employment of junior workers:—

(i) "Junior worker" means a worker under the age of twenty-one (21) years and who is not employed as an apprentice.

(ii) Junior workers (unless paid the wages prescribed in Subclause (b) of Clause 3) shall not be employed in a greater proportion than one to every fifteen (15) or fraction thereof of the adult workers employed in occupations for which apprenticeship is not provided.

(iii) Junior workers shall not be employed in those callings in the industry in which apprenticeship is provided for, except as strikers to blacksmiths' apprentices, rivet boys, messenger boys, and cleaners up.

(iv) Rates of wages:

	Percentage of Basic Wage and Industry Allowance—Per Shift.
Under 17 years of age	50
Between 17 and 18 years of age	60
" 18 " 19 " " "	70
" 19 " 20 " " "	80
" 20 " 21 " " "	100

5.—District Allowances.

Payments shall be made in accordance with the provision contained in Schedule I. annexed hereto, so far as applicable.

6.—Hours.

(a) Forty-four (44) hours, exclusive of crib time, shall constitute a week's work for surface workers. If

more than one shift is worked on the surface, the forty-four (44) hours shall then be inclusive of crib time.

(b) Forty-four (44) hours shall constitute a week's work underground, including crib time.

(c) On Mondays to Fridays inclusive eight (8) hours, including crib time, and on Saturdays four (4) hours, exclusive of crib time, shall comprise a week's work: Provided, however, that in the case of continuous and/or shift work and workers regularly working underground this provision shall be deemed to have been complied with if the ordinary working hours do not exceed eighty-eight (88) hours per fortnight, to be worked in alternate weeks of forty-eight (48) and forty (40) hours respectively, each of such weeks to be worked in shifts of eight (8) hours each, including crib time: Provided further, that by agreement between an employer and the Union the hours of work may be worked under a roster which shall provide for an average of forty-four (44) hours per week spread over a period of three (3) weeks.

(d) Six (6) hours shall constitute a shift's work in all rises or in sinking specially wet shafts and winzes, and for men engaged inside the gas or water spaces of any boiler or flue in cleaning or scraping work and for men engaged in cleaning dust bins or dust flues. In case of boiler cleaners working broken shifts, one hour on the above description of work shall count as one hour and twenty (20) minutes. In the case of Lancashire and Cornish boilers, all time necessary for a boiler cleaner to come out for a spell shall count as time worked in the boiler.

7.—Overtime.

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

(b) Work done on holidays shall be paid at double time, except work in connection with repairs to machinery which has broken down and caused a stoppage of operations.

(c) All work done on Sundays shall be paid for at the rate of time and a third, and any work done in excess of eight (8) hours shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

(d) When computing overtime the district allowances shall not be computed as an addition to the day's pay.

(e) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime, due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

8.—Wet Places.

In all wet places one shilling and sixpence (1s. 6d.) extra per shift shall be paid in addition to the rates set out. This extra payment shall not apply to Subclause (d) of Clause 6

9.—Dry Crushing Plant.

No dry crushing plants shall be operated unless under such conditions as obviate dust as far as is reasonably practicable. It shall be the duty of the Inspector of Mines to make an examination of all dry crushing plants in his District, once in each month, and at such other times as he may be requested so to do by the secretary of the Union. He shall examine and report to the State Court of Arbitration, and such report shall be *prima facie* evidence of the facts stated therein.

10.—Pieceworkers.

There shall be implied in every contract in which a worker is engaged to perform any kind of work at or for a remuneration other than the rates fixed by this Award:—

(a) Where the engagement is for a period of time, such period shall not be determined before the expiration thereof without the written consent of the worker.

- (b) Where the engagement is to perform a specified quantity of work, the amount of work to be performed shall not be curtailed by a greater amount than five per cent. (5%).
- (c) The rate of remuneration agreed upon shall not be decreased during the engagement.
- (d) The actual remuneration paid for the work done shall not be less than the amount which the worker would have received for the period of his work if he had been working for that period at the rate of wages fixed by this Award for the work done.
- (e) The price of any article supplied by the employer for the use of the worker during the period of his engagement shall not be increased during the period, and shall in no case exceed the cost or price of the article to the employer at the place of supply.
- (f) Where the work is to be carried out by a body of workers acting together, the number of workers to be employed shall be specified in the contract. In the event of the specified number of workers not being present during any shift, the employer may provide a substitute in the place of any worker absent, and shall pay such substitute wages at the rate fixed by this Award, or by the contract, whichever shall be the greater, for the work done by him during the time he is so employed as a substitute, and may charge such payment against any money found due under the contract.
- (g) Where any workers are employed to work by or with the contractors at a wages remuneration, the employer shall be entitled to pay the amount due to such wage workers for the period they have been employed at the rate fixed by this Award, or the rate fixed by the contract, whichever shall be the greater, and to charge the payment so made against the amount found due to the contractors. A printed copy of these conditions shall be kept exhibited in the Change Room.

11.—Holidays.

The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday the following Monday shall be kept. In the event of a worker not being required by the employer to present himself for duty on any of these days payment may be deducted.

12.—Casual Workers.

Workers employed for less than one week shall be considered casual, and shall receive one shilling (1s.) per shift above the rates specified for the work.

13.—Drinking Water.

Good drinking water shall be supplied on all levels where men are working, and kept cool and free from dust.

14.—Free Water.

In all Districts where free water is supplied by the employer, single men shall get three (3) gallons and married men six (6) gallons per day.

15.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work shall not by reason of this Award suffer any reduction in pay.

16.—Mixed Functions.

(a) Any worker carrying out work classified at a higher minimum than his ordinary rate 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 of the shift.

(b) Any worker regularly engaged in relieving work shall be paid the highest rate applicable to the class of work upon which he is employed during any shift.

17.—Reduction of Hands.

Should occasion arise to reduce the number of men employed the management, in selecting those to be retained, shall give full weight to the consideration of length of service, and, all things being equal, shall retain those who have been longest in the employ of the Company.

18.—Accident Pay.

In the event of a worker meeting with an accident during the shift or being required to attend to one who has met with an accident, he shall be deemed to have rendered duty during the whole of the shift, and be paid accordingly.

19.—Full Payment for Shift.

(a) After beginning a shift, workers shall not be paid less than for a full shift, unless they leave of their own accord, or are dismissed for misconduct. This shall not apply in matters beyond the control of the management.

(b) If before a worker leaves the works at the end of his shift, and because he is not so informed, he attends at the next shift willing to work it, and there is no suitable work which he is allowed to perform, he shall be paid the wages he would have been entitled to if he had worked the shift he was ready and willing to work. This shall not apply in matters beyond the control of the management.

20.—Payment of Wages.

Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work, or within one hour of the opening of the office, or, if the office was closed at the time of his ceasing work, or if the work done requires to be measured or assessed, within two (2) hours of ceasing work.

21.—Ventilation.

(a) Where the ventilation in any place is inadequate, no work, excepting such as is necessary for the purpose of remedying the conditions, shall be undertaken in that place until the ventilation is adequate.

(b) The ventilation in any place shall be determined by the District Inspector of Mines.

(c) From the decision of a District Inspector an appeal shall lie to the Mines Ventilation Board hereinafter constituted. Such appeal shall be instituted by notice in writing to the other parties affected and to the Under Secretary for Mines, which notice must be given within seven (7) days from the date the party appealing is notified of the District Inspector's decision. The Under Secretary will then convene the Board, which will meet as soon as possible on a date to be notified by the Under Secretary.

(d) For the purpose of this clause the Mines Ventilation Board is hereby constituted, such Board to consist of:—

- (i) the State Mining Engineer;
- (ii) the Commissioner of Public Health;
- (iii) a Workman's Inspector appointed by the Union;
- (iv) a representative appointed by the employer,

or, if unable to act, their respective nominees. The State Mining Engineer (or his nominee) shall be the Chairman of the Board. The Commissioner of Public Health shall be a member of the Board in an advisory capacity only and without a vote. The decision shall be in accordance with the majority of votes. The presence of four (4) members shall be necessary for a quorum. The decision of the Board shall be final.

(e) All reasonable costs and charges of the Board and the members shall be rendered to the Under Secretary for Mines, who shall apportion them equally between the Mines Department and the parties to this Award: Provided that the Board may order any appellant to pay the whole or a certain proportion or amount of the costs of any appeal which the Board may declare to be trivial, and such appellant shall forthwith pay any such sum.

22.—Annual Holidays.

Annual holidays shall be taken at the convenience of the management; workers to receive one month's notice of the date on which the holiday is to commence; a committee of three (3) to be appointed to assist the management in the arrangement of a suitable roster.

A fortnight's holiday, including twelve (12) working days on full pay, shall be granted once in each year to every worker, provided he has worked two hundred and ninety-eight (298) shifts at ordinary rates of pay, and should he have worked less than two hundred and ninety-eight (298) such shifts when the said holiday is taken, or at the termination of his employment, he shall be paid for a proportionate number of holidays. Payment for the said holidays shall be at the rate of pay the worker is receiving immediately before the holiday is taken or employment terminated: Provided further, that where the worker is dismissed for wilful misconduct, he shall not be entitled to the benefits of the provisions of this clause.

A pieceworker shall be entitled to be paid when on holiday the minimum rate for his grade.

23.—Underground Workers.

All men who have to go underground to work, and the braccemen, shall work the same hours as miners.

24.—First Aid.

(a) In any mine where workers are employed, a first aid outfit shall be provided.

(b) Each shift boss or foreman shall have ready and available for use on his person a small emergency supply of bandages and padding or similar requisites.

(c) In mines where over one hundred (100) men are usually employed underground, a man qualified in first aid work shall, where possible, be employed on each shift.

25.—Resumption of Work after Holidays.

Where a worker is not notified prior to taking his holidays that no further work is available, he shall be re-engaged on his return.

26.—Definition.

“Wet places”:—Should any dispute arise as to whether any place is wet, or especially wet, within the meaning of Clause 6, Subclause (d), such dispute shall be referred to a Board of Reference, as hereinafter appointed.

27.—Aged and Infirm Workers.

Any worker who by reason of old age or infirmity is unable to earn the minimum rate prescribed by this Award may be paid such lesser rate as may from time to time be agreed upon in writing between the employer and the secretary of the Union, or failing such agreement within twenty-four (24) hours after such worker shall have applied in writing to the secretary of the Union, stating his desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate upon the application of such worker after twenty-four (24) hours' notice in writing shall have been given by him to the said secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the secretary, and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six (6) calendar months from the date hereof and after the expiration of the said period until the wage shall have again been fixed at the instance of the said secretary in the manner prescribed. The secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

28.—Junior Worker's Certificate.

Junior workers, upon being engaged, shall, if required, furnish the employer with a certificate containing the following particulars:—(1) Name in full; (2) age and date of birth.

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

29.—Shift Work.

(a) Whenever shift work is worked, all shifts except the day shift shall be paid at the rate of time and a quarter.

(b) Work other than day shift shall not be recognised as night shift, unless five (5) consecutive nights are worked, but shall be deemed to be overtime. On the completion of the fifth consecutive night's work the worker shall be deemed to have been employed on night shift during that and the preceding four (4) nights, and thereafter during any subsequent consecutive nights he is so employed. The intervention of a Sunday or a holiday on which work is not performed shall not be deemed to break the sequence.

(c) When night shift is to be paid at time and a quarter rate, as prescribed in the preceding subclause, overtime shall be based on the time and a quarter rate and calculated under Clause 5 (a) of Award Numbered 335 and 336 of 1930.

30.—Away from Home Allowance.

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

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

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

(d) Such workers shall not be entitled in addition to receive the district allowances prescribed by Award numbered 5 of 1934.

(e) Workers who are engaged at the job shall be entitled to the district allowance provided by Award Numbered 5 of 1934, for the particular district in which the job is situated, and to the district allowance as provided by Clause 3 hereof, if working on a gold mine.

31.—Board of Reference.

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

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

- (i) deciding matters specifically referred to in the Award as being the subject-matter of a decision of the Board.
- (ii) adjusting the matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time;
- (v) 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, 1912-1925,” which for this purpose are embodied in and form part of this Award (Regulation 92).
- (vi) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

SCHEDULE I.

District Allowances.

(i) In addition to the wages prescribed in Clause 3 of this Award, the following allowances shall be paid for six (6) days per week to workers employed in the districts which are hereinafter respectively described,

with the exception of districts contained therein which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz.:—

- (a) First District: Lying south of Kalgoorlie and comprised within lines starting from Kalgoorlie, then W.S.W. to Woolgangie, thence S.E. to Dundas, thence N.E. to a point ten (10) miles east of Karonie on the Trans-Australian Line, and thence back to Kalgoorlie:—At the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway and eight shillings (8s.) per week for those outside.
- (b) Second District: Starting from Kalgoorlie W.S.W. to Woolgangie, thence N.N.W. to the intersection of the 120 E. meridian with the 30 S. parallel of latitude, thence N.E. by E. to Kookynie, thence back to the point ten (10) miles east of Karonie on the Trans-Australian Line and thence back to Kalgoorlie:—At the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (c) Third District: Starting from and including Kookynie, then N. by W. to Kurrajong, thence N.E. to Stone's Soak, thence S.E. to and including Burtville, thence S.W. through Pindinnie to Kookynie:—At the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (d) Fourth District: Surrounding Southern Cross within a radius of thirty (30) miles:—For those mines outside a radius of ten (10) miles from Southern Cross, including Westonia and Bullfinch:—At the rate of two shillings and sixpence (2s. 6d.) per week.
- (e) Fifth District: Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude:—At the rate of twelve shillings (12s.) per week.

(ii) Notwithstanding anything herein contained, the following allowances shall be paid in the districts mentioned hereunder:—

	Per Week.
	s. d.
Ora Banda and Waverley Districts, at the rate of	7 0
Yalgoo District, at the rate of	7 0
Meekatharra, Mt. Magnet, and Cue, at the rate of	8 6
Wiluna District, at the rate of	10 0

With regard to the Meekatharra, Mt. Magnet, Cue, Yalgoo, and Wiluna Districts, an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government railway.

(iii) In the case of any mine or district within the area to which this Award applies, which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed, upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application. The service of such notice shall be made pursuant to the provisions relating thereto prescribed by the Regulations under "The Industrial Arbitration Act, 1912-1925."

APPOINTMENTS

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

Registrar General's Office,
R.G. No. 65/33. Perth, 5th December, 1935.

IT is hereby notified, for general information, that Mr. K. H. Hogg has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to reside at Merredin, during the absence on leave of Mr. H. G. Smith; appointment to date from 9th December, 1935.

Registrar General's Office,
R.G. No. 126/33. Perth, 6th December, 1935.

IT is hereby notified, for general information, that Mr. J. H. O. Page has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Gascoyne Registry District, to reside at Carnarvon, vice Mr. R. A. Smith; appointment to date from 7th December, 1935.

Registrar General's Office,
R.G. No. 121/34. Perth, 11th December, 1935.

IT is hereby notified, for general information, that Mr. W. A. Cant has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Sussex Registry District, to reside at Busselton, during the absence on leave of Mr. W. A. Duffield; appointment to date from 11th December, 1935.

W. L. WILSON,
Acting Registrar General.

Registrar General's Office,
Perth, 12th December, 1935.

IT is hereby published, for general information, that the undermentioned Minister has been duly registered in this office for the celebration of Marriages throughout the State of Western Australia:—

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
10/1934	1935. Dec. 6	<i>The Salvation Army.</i> Edward Cornelius Slattery, a Lieutenant-Colonel in the Salvation Army	Perth	Perth.

W. L. WILSON,
Acting Registrar General.

APPOINTMENT.

(35th Victoria, No. 3.)

HIS Honour the Chief Justice has been pleased to appoint Frank Rowland Tyson, of Launceston, in the State of Tasmania, Solicitor, a Commissioner of the Supreme Court of Western Australia, to administer or take within the State of Tasmania any oath, affidavit, affirmation, declaration, or acknowledgment by a married woman to be used in the Supreme Court of Western

Australia. The Commission to remain in force until the said Frank Rowland Tyson ceases to reside in Tasmania aforesaid, or until he ceases to practise the profession of a Solicitor there, or until revoked.

T. F. DAVIES,
Registrar Supreme Court.

Supreme Court Office,
Perth, 26th November, 1935.

THE COMPANIES ACT, 1893.

Wiluna East Development Company, No Liability.

TAKE notice that the office or principal place of business of Wiluna East Development Company, No Liability, is situate upon Gold Mining Lease No. 552J, at Wiluna, where it is accessible to the general public on week days between the hours of 10 a.m. and 4 p.m., except on Saturdays, when it is closed at noon; and further take notice that Eric Edward Burgess, of Wiluna, Solicitor, is the duly constituted Attorney of the said Company in Western Australia.

Dated this 23rd day of November, 1935.

BRIAN SIMPSON,
Solicitor, of Warwick House, Perth, as Agent
for E. E. Burgess, Solicitor, of Wiluna.

PARINGA MINING & EXPLORATION COMPANY,
LIMITED.

NOTICE is hereby given that at the annual meeting of Shareholders of the above Company, held in London on 3rd December, 1935, it was resolved to increase the capital of the Company to £200,000 by the creation of 1,600,000 Shares of 1s. each, of which 1,061,600 are offered to shareholders in the proportion to their present holding in the ratio of one new Share for every two now held at the price of 3s. 1½d. per share. Shareholders desirous of taking up their proportion of new Shares must forward their application, together with payment in full to the Company's Office, Fimiston, Western Australia, not later than 13th February, 1936; William Walker, Attorney.

LOHRMANN & TINDAL,
Solicitors, Perth, Agents for R. F. Cook,
Kalgoorlie, Solicitor for Company.

THE COMPANIES ACT, 1893.

Mount Kaindi Gold Ridges (New Guinea), No Liability.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at the office of Cecil G. Banks, Traders' Buildings, 18 Howard street, Perth, and is accessible to the public between the hours of 10 a.m. and 4 p.m. on week days, except on Saturdays, when the office will close at noon.

Dated the 5th day of December, 1935.

CECIL G. BANKS,
Attorney for the Company.

THE COMPANIES ACT, 1893.

North-East New Guinea Gold Fields, No Liability.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at the office of Cecil G. Banks, Traders' Buildings, 18 Howard street, Perth, and is accessible to the public between the hours of 10 a.m. and 4 p.m. on week days, except on Saturdays, when the office will close at noon.

Dated the 5th day of December, 1935.

CECIL G. BANKS,
Attorney for the Company.

THE COMPANIES ACT, 1893.

Wingello Gold Mines, No Liability.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at the office of Cecil G. Banks, Traders' Buildings, 18 Howard street, Perth, and is accessible to the public between the hours of 10 a.m. and 4 p.m. on week days, except on Saturdays, when the office will close at noon.

Dated the 5th day of December, 1935.

CECIL G. BANKS,
Attorney for the Company.

THE COMPANIES ACT, 1893.

Ophir Telluride Gold Mining Company, No Liability.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at the office of Cecil G. Banks, Traders' Buildings, 18 Howard street, Perth, and is accessible to the public between the hours of 10 a.m. and 4 p.m. on week days, except on Saturdays, when the office will close at noon.

Dated the 5th day of December, 1935.

CECIL G. BANKS,
Attorney for the Company.

THE COMPANIES ACT, 1893.

Albany (W.A.) Gas Company Proprietary, Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company in Western Australia is situate at the Gas Works, Lower Dundas street, Albany.

Dated this 25th day of November, 1935.

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

Western Australia.

THE COMPANIES ACT, 1893.

Automobiles (W.A.), Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at 5 Goldsbrough House (Second Floor), St. George's terrace, Perth, in the State of Western Australia, where all legal proceedings may be served upon and all notices addressed or given to the Company. The said office is open for business between the hours of 9 a.m. and 5 p.m. on ordinary week days and from 9 a.m. to 12 noon on Saturdays.

Dated this 27th day of November, 1935.

A. D. SINCLAIR,
Secretary *pro. tem.*

A. Douglas Sinclair, Chartered Accountant (Aust.),
5 Goldsbrough House, Perth.

Western Australia.

THE COMPANIES ACT, 1893.

Dollar Syndicate, Limited.

NOTICE is hereby given that the Registered Office of Dollar Syndicate, Limited, is situate at No. 4 2nd Floor, Forrest Chambers, 62 St. George's terrace, Perth, in the State of Western Australia, and the office is available to the public on week days from 9 a.m. to 1 p.m. and 2 p.m. to 5 p.m. and on Saturdays from 9 a.m. to 12 noon.

Dated the 6th day of December, 1935.

STODDART & SPENCER,
Solicitors for the Company,
of 135 St. George's terrace, Perth.

Western Australia.

THE COMPANIES ACT, 1893.

TAKE notice that the Registered Office of Dunkertons, Limited, is situate at 46 Market street, Fremantle, in the State of Western Australia, and the said office is open for business between the hours of 9 a.m. and 1 p.m. and 2 p.m. and 5 p.m. on week days and between the hours of 9 a.m. and noon on Saturdays.

Dated the 9th day of December, 1935.

M. E. SOLOMON,
Solicitor, 27 Market street, Fremantle.

THE COMPANIES ACT, 1893.

Lake Way Hotel (Wiluna), Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at the office of Messrs. J. J. Prendergast & Company, Chartered Accountants (Aust.), Rooms 1 and 2, Second Floor, Surrey Chambers, 95 St. George's terrace, Perth, and is open for business on week days between the hours of 9 a.m. and 5 p.m. and on Saturdays between the hours of 9 a.m. and 12 noon.

Dated this 2nd day of December, 1935.

J. J. PRENDERGAST,
Secretary.

Lavan, Walsh, & Seaton, Perth, Solicitors for the
Company.

IN THE MATTER OF THE COMPANIES ACT, 1893
(56 Viet., No. 8).

NOTICE is hereby given that, under the provisions of Section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Ascot Tyres, Limited.

Dated this 11th day of December, 1935.

T. F. DAVIES,
Registrar of Companies.
Supreme Court Office, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1893
(56 Vict., No. 8).

NOTICE is hereby given that, under the provisions of Section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Dollar Syndicate, Limited.

Dated this 6th day of December, 1935.

T. F. DAVIES,
Registrar of Companies.

Supreme Court Office, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1893
(56 Vict., No. 8).

NOTICE is hereby given that, under the provisions of Section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Dunkertons, Limited.

Dated this 9th day of December, 1935.

T. F. DAVIES,
Registrar of Companies.

Supreme Court Office, Perth, W.A.

THE COMPANIES ACT, 1893.

NOTICE is hereby given that, under the provisions of Section 67 of the abovenamed Act, the name of J. A. Jane, Limited, duly incorporated on the Second day of November, 1931, has been changed to Jane's Motors, Limited.

Dated this tenth day of December, 1935.

T. F. DAVIES,
Registrar of Companies.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the Will of Annie Ellis, late of 46 Basinghall Street, Victoria Park, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all creditors and other persons having any claim against the Estate of Annie Ellis, late of 46 Basinghall street, Victoria Park, in the State of Western Australia, Married Woman, deceased, are requested to send particulars thereof in writing to the Executor, The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of Perpetual Trustees Buildings, St. George's terrace, Perth, on or before the 13th day of January, 1936; and, further, that after such date the said Executor will distribute the assets of the said deceased amongst the persons en-

titled thereto, having regard only to such claims of which it shall then have had notice.

Dated the 4th day of December, 1935.

JACKSON, LEAKE, STAWELL & CO.,
Atlas Building, Esplanade, Perth, Solicitors for
the said The Perpetual Executors, Trustees,
and Agency Company (W.A.), Limited, the
Executor of the Will of the said deceased.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Joseph John Harris, late of Mount Magnet, in the State of Western Australia, Prospector, deceased.

NOTICE is hereby given that all persons having claims or demands upon or against the Estate of the abovenamed Joseph John Harris, deceased, are required to send particulars thereof in writing to the Executor The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 13th day of January, 1936, after which date the Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims of which it shall then have had notice.

Dated this 5th day of December, 1935.

ACKLAND & WATKINS,
89 St. George's terrace, Perth, Solicitors for
The West Australian Trustee, Executor, and
Agency Company, Limited.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Noah Hedges, late of St. George's terrace, Perth, in the State of Western Australia, Pastoralist and Company Director, deceased.

NOTICE is hereby given that all persons having claims against the Estate of the abovenamed deceased are required to send particulars thereof in writing to the Executors, care of The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of St. George's terrace, Perth, on or before the 13th day of January, 1936, after which date the Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims of which the Executors shall then have had notice.

Dated the 7th day of December, 1935.

ROBINSON, COX & WHEATLEY,
20 Howard street, Perth, Solicitors for the
Executors of the Will of the above-
named deceased.

NOTICE TO CREDITORS.

IN THE SUPREME COURT OF WESTERN AUSTRALIA, PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims against the Estates of the undermentioned deceased persons (orders to collect and administer whose Estates were granted to me by the said Court under "The Curator of Intestate Estates Act, 1918") are hereby required to send particulars of such claims to me on or before the 13th day of January, 1936, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims of which I shall then have had notice.

Dated at Perth the 12th day of December, 1935.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Jones, Toby	22-10-35	4-12-35	Mount James Station ...	Cook.
McIntyre, John	28-4-35	11-12-35	126 Cheetham street, Kalgoorlie	Accountant.
Nolan, George Charles	23-10-35	"	Toodyay	Labourer.
Rosevear, George Augustus	29-10-35	"	formerly of Perth but late of Claremont	Bootmaker.
Dawson, Arthur Anderson	13-6-32	"	Pannure place, Woodville North, South Australia	Motor tyre repairer.
Tomasovich, Ivan	17-10-35	"	formerly of 179 Dugan street, Kalgoorlie, but late of Claremont	Miner.

THE BANKRUPTCY ACT, 1892.

Notice of Dividend.

Debtor's Name.	Address.	Description.	Court.	No.	Amount per £.	First or Final or otherwise.	When payable.	Where payable.
James Smith ...	Residing at Roy Hill Station, via Meekatharra, and carrying on business in partnership in Walgun Station	Pastoralist ...	Supreme Court of Western Australia	No. 35 of 1928	3d. in the £ ...	First Dividend	17th Dec., 1935	At the Office of Official Receiver in Bankruptcy

Dated this 10th day of December, 1935.

H. S. CROFTS,
Official Receiver in Bankruptcy,
Supreme Court, Perth.

NOTICE OF DISSOLUTION.

NOTICE is hereby given that the Partnership heretofore subsisting between John Frederick Dettman, Thomas Crawford Shaw, and Frederick John Dettman, trading and carrying on business as Grocers and Provision Merchants at 417 Fitzgerald street, North Perth and elsewhere, under the style or firm-name of "Central Provision Stores," has been dissolved by mutual consent as from the 30th day of November, 1935.

Dated this 4th day of December, 1935.

JOHN F. DETTMAN.

Signed by the said John Frederick Dettman in the presence of—
Geo. Barton.

THOS. C. SHAW.

Signed by the said Thomas Crawford Shaw in the presence of—
N. Krakouer.

F. J. DETTMAN.

Signed by the said Frederick John Dettman in the presence of—
Geo. Barton.

Aekland & Watkins, Solicitors, Perth.

Acts of Parliament, etc.—continued.

	£	s.	d.
Farmers' Debts Adjustment Act (Consolidated)	0	1	6
Feeding Stuffs Act	0	0	6
Fertilisers Act	0	1	6
Financial Emergency Act	0	1	0
Firearms and Guns Act	0	1	0
Fire Brigades Act, 1916, and Amendment	0	3	0
Firms Registration Act and Amendment	0	1	0
Fisheries Act (Consolidated)	0	1	0
Forests Act	0	1	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6
Friendly Societies Act and Amendments	0	2	0
Fruit Cases Act	0	0	6
Game Act (Consolidated)	0	1	0
Goldfields Water Supply Act	0	2	6
Gold Mining Profits Tax and Assessment	0	1	0
Government Electric Works Act	0	1	0
Government Savings Bank Act	0	1	0
Group Settlement Act	0	1	3
Hansard Report, Annual Subscription	0	10	6
Hansard Report, per vol.	0	7	6
Hansard Report, weekly issue, per copy	0	0	6
Hawkers and Pedlars Act and Amendment	0	1	0
Health Act (Consolidated)	0	4	6
Hire Purchase Agreement Act	0	0	6
Hospital Fund Act and Amendment	0	1	6
Illicit Sale of Liquor Act	0	0	6
Income (and Land) Tax Assessment Act	0	2	6
Index to Government Gazette (yearly)	0	1	6
Industrial Arbitration Act (Consolidated)	0	2	6
Industries Assistance Act (Consolidated)	0	1	0
Inebriates Act	0	0	6
Inspection of Machinery Act with Regulations	0	2	6
Inspection of Scaffolding Act	0	1	9
Insurance Companies Act	0	1	6
Interpretation Act	0	1	3
Interstate Destitute Persons' Relief Act	0	1	0
Irrigation and Rights in Water Act	0	1	3
Justices Act (Consolidated)	0	3	0
Land Act and Regulations	0	3	6
Land Agents Act and Amendment	0	1	0
Land Drainage Act	0	2	0
Legal Practitioners Act (Consolidated)	0	1	0
Legitimation Act	0	0	6
Licensed Surveyors Act	0	1	0
Licensing Act and Amendments	0	4	0
Life Assurance Act (Consolidated)	0	1	6
Limited Partnerships Act	0	0	6
Local Court Act and Rules, 25s. and 21s.			
Lotteries (Control) Act	0	1	6
Lunacy Act (Consolidated)	0	2	0
Main Roads Act	0	1	6
Marine Stores Act	0	1	0
Married Women's Property Act and Amendments	0	1	6
Married Women's Protection Act	0	1	0
Masters and Servants Act	0	1	0
Medical Practitioners Act	0	1	6
Metropolitan Water Supply, Sewerage, and Drainage Act	0	2	0
Mines Regulation Act	0	1	9
Mining Act	0	2	0
Mining Development Act	0	1	6
Money Lenders Act and Amendment	0	1	0
Abattoirs Act and Amendment	0	1	0
Aborigines Act (Consolidated)	0	1	0
Adoption of Children Act	0	2	3
Agricultural Bank Act	0	1	0
Agricultural Seeds Act	0	1	0
Arbitration Act	0	1	0
Associations Incorporation Act	0	0	6
Auctioneers Act	0	1	0
Bills of Sale Act (Consolidated)	0	1	6
Brands Act	0	1	0
Bread Act (Consolidated)	0	0	6
Bush Fires Act (Consolidated)	0	0	6
Cemeteries Act and Amendments	0	3	0
Child Welfare Act	0	2	0
Companies Act (Consolidated)	0	4	3
Criminal Code Act and Rules, quarter bound, with index	0	10	6
Crown Suits Act	0	1	6
Dairy Cattle Improvement Act	0	1	0
Dairy Industry Act	0	1	0
Dairy Products Marketing Regulation Act	0	1	0
Declarations and Attestations Act	0	0	6
Dentists Act and Amendment	0	1	9
Discharged Soldiers' Settlement Act	0	1	6
Dividend Duties Act (Consolidated)	0	1	6
Dog Act (Consolidated)	0	1	0
Droving Act	0	1	0
Electoral Act (Consolidated)	0	2	6
Employers' Liability Act	0	0	6
Employment Brokers Act and Amendment	0	1	0
Evidence Act (Consolidated)	0	2	0
Explosives Act	0	3	3
Factories and Shops Act (Consolidated)	0	2	9
" " Regulations	0	0	3
Factories and Shops Time and Wages Books—			
Large	0	4	3
Small	0	3	3

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Mortgagees' Rights Restriction Act	0	0	6
Noxious Weeds Act	0	1	0
Nurses' Registration Act	0	1	0
Pawnbrokers Act (Consolidated)	0	1	0
Pearling Act (Consolidated)	0	2	0
Perth Municipal Gas and Electric Lighting Act	0	1	9
Perth Tramways Act	0	1	0
Pharmacy and Poisons Act	0	1	0
Plant Diseases Act	0	1	6
Police Code Compilation	1	10	0
Prevention of Cruelty to Animals Act	0	1	0
Prisons Act (Consolidated)	0	1	6
Public Notaries Act	0	0	6
Public Service Act (Consolidated)	0	1	0
Public Works Act and Amendment	0	2	9
Rabbits Act	0	1	0
Reduction of Rent Act	0	0	6
Registration of Births, Deaths and Marriages Act	0	3	9
Reports of Proceedings before the Boards of Conciliation and the Court of Arbitration, Volumes I. to XII., per vol.	0	10	0
Road Districts Act (Consolidated)	0	3	6
Royal Commissioners' Powers Act	0	1	0
Sale of Liquor Regulation Act	0	0	6
Second-hand Dealers Act	0	0	6
Stamp Act (Consolidated)	0	2	6
State Manufactures Description Act	0	0	6
State Transport Co-ordination Act	0	1	0
" Regulations	0	1	0
Statutes (sessional sets, per vol.)	0	10	6
Supreme Court Rules	1	5	0
Tenants, Purchasers, and Mortgagors' Relief Act	0	2	0
Timber Industry Regulation Act and Regulations	0	2	9
Totalisator Act and Amendment	0	2	9
Town Planning and Development Act	0	1	0
Trade Unions Act	0	1	6
Traffic Act (Consolidated)	0	2	6
Tramways Act	0	2	3
Trespass, Fencing, and Impounding Act and Amendment	0	1	6
Truck Act and Amendment	0	1	6
Tramways Act, Government	0	0	6
Trustees Act	0	1	6
Unclaimed Moneys Act	0	1	0
Vermin Act (Consolidated)	0	2	6
Veterinary Act	0	1	3
Water Boards Act	0	2	6
Weights and Measures Act and Regulations	0	2	6
Wheat Pool Act	0	1	0
Whole Milk Act	0	1	6
Workers' Compensation Act	0	1	6
Workers' Homes Act (Consolidated)	0	1	0
Workmen's Wages Act	0	0	6
Year-book, Pocket	0	0	6

*Postage extra.***CHRISTMAS HOLIDAYS.**

THE "GOVERNMENT GAZETTE" WILL NOT BE PUBLISHED DURING THE WEEK ENDING 28th DECEMBER, 1935.

THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

THE Annual Subscription to the above is Seven shillings and sixpence and the charge for a single copy Two shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

CONTENTS.

	Page
Administration Act	2354
Agricultural Bank	2310
Agriculture, Department of	2313-14
Appointments	2299, 2300-1, 2312, 2314, 2352
Arbitration Court	2320-52
Audit Act	2301
Bankruptcy	2355
Bush Fires	2303-4
Cash Orders lost	2310
Cemeteries	2298, 2309
Chief Secretary's Department	2297, 2302
Christmas Holidays	2356
Commissioner for Declarations	2301
Commissioner of Supreme Court	2352
Companies	2353-4
Crown Law Department	2301
Curator of Intestate Estates	2354
Dairy Products Marketing Regulation Act—Regulations	2313-14
Deceased Persons' Estates	2354
Dried Fruits Act—Election	2314
Electoral	2301
Factories and Shops	2298
Farmers' Debts Adjustment Act—Stay Orders, etc.	2299-2300
Financial Emergency Tax Assessment Act—Regulations	2300
Forestry	2298-9
Game Act	2297
Harbour and Light Department	2302
Industrial Arbitration	2320-52
Justices of the Peace	2299
Land Drainage	2312
Lands Department	2297-9, 2302-10
Marriages	2352
Metropolitan Water Supply, etc.	2312-13
Mines Department	2314-17
Municipalities	2312
Notices to Mariners	2302
Orders in Council	2298-9
Partnership dissolved	2355
Premier's Department	2297, 2299
Prisons Act	2302
Proclamations	2297-8
Public Service Commissioner	2301
Public Works Department	2298, 2311-13
Registrar General	2352
Registrar of Companies	2353-4
Registration of Births, etc.	2352
Road Boards	2309-12
Shop Districts	2298
Tender Board	2317-19
Tenders accepted	2318-19
Tenders invited	2303, 2311, 2317, 2319
Town Planning and Development Act	2312
Tramways	2312
Treasury	2300-1
Water Supply, etc., Department	2312-13
Workers' Homes Act	2302