



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 42.]

PERTH : FRIDAY, SEPTEMBER 9.

[1938.]

ROYAL COMMISSION

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.

To Henry Doyle Moseley, *Stipendiary Magistrate,*
Perth, Western Australia.

I, THE said Lieutenant-Governor, acting with the advice and consent of the Executive Council, do hereby appoint you, Henry Doyle Moseley, to be a Commissioner to inquire into and report upon the following matters:—

1. The allegations made by the Western Australian Branch of the British Medical Association as to the lack of confidence in the Departmental and Domestic administration of the Heathcote Mental Reception Home.
2. And generally the Departmental and Professional administration of the Mental Hospital Branch of the Chief Secretary's Department of Western Australia.

And I declare that you shall, by virtue of this Commission, be a Royal Commission within the Royal Commissioners' Powers Act, 1902, as reprinted in the Appendix to the Sessional Volume of Statutes for the year 1928, and that you shall have the powers of a Royal Commission or the Chairman thereof under that Act.

And I hereby request you, as soon as reasonably may be, to report to me in writing the result of this your Commission.

Given under my hand and the Public Seal of the said State, at Perth, this sixth day of September, 1938.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,
Premier.

GOD SAVE THE KING !!!

PROCLAMATION

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

PURSUANT to section 2 of the Anniversary of the Birthday of the Reigning Sovereign Act, 1937, I, the said Lieutenant-Governor, do hereby declare and pro-

claim with the advice and consent of the Executive Council that the fourteenth day of November, 1938, shall be observed as a holiday in honour of the birthday of His Majesty King George the Sixth in lieu of any other day which may be prescribed or appointed in that behalf under any other Act or under any industrial award or agreement.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of September, 1938.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,
Premier.

GOD SAVE THE KING !!!

Bank Holidays at Towns Specified Hereunder.

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.

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Lieutenant-Governor of the said State, do by this my Proclamation appoint special days to be observed as Bank Holidays as follows:—

Date and Town.

Wednesday, 21st September, 1938, Geraldton.

Thursday, 22nd September, 1938, Mingenew.

Monday, 26th September, 1938, Wickiepin.

Saturday, 22nd October, 1938, Tambellup.

Friday, 11th November, 1938, Bridgetown.

Given under my hand and the Public Seal of the said State, at Perth, this 1st day of September, 1938.

By His Excellency's Command,

W. H. KITSON,
Chief Secretary.

GOD SAVE THE KING !!!

Bank Holiday at Ballidu.

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.

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Lieutenant-Governor of the said State, do by this my Proclamation appoint Saturday, 10th September, 1938, a special day to be observed as a Bank Holiday in the Town of Ballidu.

Given under my hand and the Public Seal of the said State, at Perth, this 29th day of August, 1938.

By His Excellency's Command,

W. H. KITSON,
Chief Secretary.

GOD SAVE THE KING ! ! !

The Native Administration Act, 1905-1936.

Reserve in the Victoria District (near Geraldton).

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.

D.N.A. 82/34.

WHEREAS by the Native Administration Act, 1905-1936, it is provided that the Governor is empowered by Proclamation to declare any Crown Lands to be reserves for Natives: And whereas it is deemed desirable that a Reserve for Natives should be declared in the Victoria District near Geraldton: Now, therefore I, the said Lieutenant-Governor, with the advice of the Executive Council, do hereby declare a Reserve of about one hundred and thirty-five acres, more particularly described in the Schedule hereto, to be a Reserve for Natives.

Schedule.

Victoria (near Geraldton), No. 21856 (Natives).—Bounded by lines commencing at a point on the west boundary of Location 8060 situate 3 chains 40 links south of its north-west corner and extending south along boundaries of said Location 8060, locations 8059, 8058, 8057, and 8056, and onwards to the north boundary of Location 4940; thence west along part of the said north boundary of Location 4940 to a south-east corner of Geraldton townsite; thence north along an east boundary of the said townsite to the south side of Eliot street; thence east along said south side of Eliot street and north along an east side of Rowe street to a point west of the starting point; thence east to the starting point. (About 135 acres.)

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of September, 1938.

By His Excellency's Command,

E. H. GRAY,
for Chief Secretary.

GOD SAVE THE KING ! ! !

The Bush Fires Act, 1937.

PROCLAMATION

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

Corres. No. 273/38.

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

boards and municipalities named in the attached Schedule to be "Local Authorities" within the meaning and for the purposes of the said Act.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of September, 1938.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

Schedule.

Esperance Road Board.
Brookton Road Board.
Mingenew Road Board.
Plantagenet Road Board.
Mukinbudin Road Board.
Pingelly Road Board.
Shark Bay Road Board.

The Factories and Shops Act, 1920-37.

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. 3257/28; Ex. Co. 2052.

WHEREAS it is enacted by section 117 of the Factories and Shops Act, 1920-37, that during certain days specified and any other day that the Governor may by Proclamation declare to be a public holiday to be observed under the said Act all shops (except those mentioned in the Fourth Schedule and registered small shops) shall be closed: Now, therefore I, the Lieutenant-Governor, by and with the advice of the Executive Council, do hereby proclaim and declare that Wednesday, the 7th day of September, 1938, after the hour of twelve o'clock noon, shall be a public holiday at Wyalkatchem and all shops (except those mentioned in the Fourth Schedule and registered small shops) shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of September, 1938.

By His Excellency's Command,

A. R. G. HAWKE,
Minister for Labour.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-37.

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. 624/36; Ex. Co. 1993.

WHEREAS it is enacted by the Factories and Shops Act, 1920, that the expression "Public Holiday" shall mean certain days therein specified, and any other day declared by Proclamation to be a public holiday for the purpose of the said Act: And whereas it has been ordered that Monday, the 14th day of November, 1938, shall be observed as a Public Holiday in honour of the birthday of His Most Gracious Majesty King George VI.: Now, therefore I the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Monday, the 14th day of November, 1938, shall be a public holiday throughout the State for the purposes of the said Act, and shall be observed as a public holiday under every part of the said Act in which the expression occurs.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of September, 1938.

By His Excellency's Command,

A. R. G. HAWKE,
Minister for Labour.

GOD SAVE THE KING ! ! !

Road Districts Act, 1919-1934.

Capel Road District.

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.

P.W. 918/38.

PURSUANT to section 222 of the Road Districts Act, 1919-1934, I, the said Lieutenant-Governor, do hereby proclaim and declare that the Capel Road Board may adopt the system of valuation on the annual value on that portion of the District described in the Schedule hereto and may impose rates on the rateable land within such areas on the annual value thereof, in accordance with the relative provisions of the said Act, and any Proclamation heretofore or hereafter issued thereunder and for the time being in force.

Schedule.

Bounded by lines starting from the south-eastern corner of Reserve 3802 and extending north 2 chains 47.6 links along the east boundary of said reserve; thence 117deg. 20min. 5 chains 11.4 links; thence 207deg. 20 min. 2 chains 20 links to a north-eastern side of Road No. 705; thence north-westward along said side of road to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this 2nd day of September, 1938.

By His Excellency's Command,

(Sgd.) H. MILLINGTON,

Minister Controlling Local Government.

GOD SAVE THE KING!!!

Vermin Act, 1918.

PROCLAMATION

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

WHEREAS under the provisions of the Vermin Act, 1918, "Vermin" means and includes any animal or bird mentioned in the Third Schedule to the said Act, and such other animals or birds the names of which the Governor may by Proclamation add to the said Schedule: And whereas the name "Emus" was added to the said Schedule by Proclamation dated the 12th day of May, 1926, but wherein the addition of such name was restricted in its operations to the districts therein set out: And whereas it is desirable that "Emus" shall be declared vermin within the boundaries of the Kondinin Vermin Board district: Now, therefore, His Excellency the Lieutenant-Governor, in exercise of the powers conferred by the said Act and of all other powers herein in that behalf enabling and by and with the advice and consent of the Executive Council, doth hereby declare Emus to be vermin within the boundaries of the aforesaid Kondinin Vermin Board district for the purposes of the said Act.

Given under my hand and the Public Seal of the said State, at Perth, this 6th day of September, 1938.

By His Excellency's Command,

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

GOD SAVE THE KING!!!

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 30th day of June, 1938, the following Order in Council was authorised to be issued:—

The Land Act, 1933-1936.

ORDER IN COUNCIL.

Corr. No. 201/31.

WHEREAS by section 33 of the Land Act, 1933-36, 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 purposes to be specified in such order, and with power

of subleasing: And whereas it is deemed expedient that Reserve 19860 (Manjimup Lot 354) should vest in and be held by the Manjimup Road Board in trust for Stock Sale Yards: 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 Manjimup Road Board in trust for Stock Sale Yards with power to the said Manjimup Road Board to lease the whole or any portion of the said Reserve for any term not exceeding ten (10) years from the date of the lease.

(Sgd.) L. E. SHAPCOTT,

Clerk of the Council.

At a meeting of the Executive Council held in the Executive Council Chambers, at Perth, this 2nd day of September, 1938, the following Orders in Council were authorised to be issued:—

The Land Act, 1933-1937.

ORDER IN COUNCIL.

Corr. No. 603/13.

WHEREAS by section 33 of the Land Act, 1933-1937, 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. 14662, at Bullsbrook, should vest in and be held by the Swan Road Board in trust for the purpose of an Agricultural 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 the Swan Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

Supersedes the Order in Council issued under Executive Council Minute No. 518 dated the 26th March, 1936.

(Sgd.) L. E. SHAPCOTT,

Clerk of the Council.

The Land Act, 1933-1937.

ORDER IN COUNCIL.

Corr. No. 1480/13.

WHEREAS by section 33 of the Land Act, 1933-1937, 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. 16074 (Redmond Lot 9) should vest in and be held by Messrs. R. A. Andrews, F. E. Smallwood, F. A. McConchie, H. Norton, and R. Norton in trust for the purpose of Agricultural 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 Messrs. R. A. Andrews, F. E. Smallwood, F. A. McConchie, H. Norton, and R. Norton in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act, and subject to the Crown's right to rent the building at any time for an amount not exceeding £5 per annum.

(Sgd.) L. E. SHAPCOTT,

Clerk of the Council.

The Forests Act, 1918.

ORDER IN COUNCIL.

Forests File 928/33; Lands File 1562/34.

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. 50 within the meaning and for the purpose of the Forests Act, 1918.

(Sgd.) L. E. SHAPCOTT,

Clerk of the Council.

Schedule.

Swan Locations 3705 and 3706. (Plans 1C/40, E3, and 1B & C/20, Lion Mill Locality.)

Road Districts Act, 1919-1934.

Harvey Road District.

ORDER IN COUNCIL.

P.W. 1425/37.

HIS Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, and in exercise of the power conferred by section 211 of the Road Districts Act, 1919-1934, doth hereby extend the provisions set out in the Second Schedule to the said Act to the Harvey Road District.

L. E. SHAPCOTT,
Clerk of the Council.

Public Works Act, 1902-1933.

Yilgarn Railway—Additions and Improvements.

Deviations between Walgoolan and Nulla Nulla.

ORDER IN COUNCIL.

P.W. 394/38; Ex. Co. No. 2109.

IN pursuance of the powers conferred by section 11 of the Public Works Act, 1902-1933, His Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council doth hereby authorise the Honourable Minister for Railways to undertake, construct, or provide Additions and Improvements to the Yilgarn Railway (Deviations between Walgoolan and Nulla Nulla) on the land approximately shown coloured red on Plan P.W.D., W.A., 28749, which may be inspected at the office of the Minister for Works, Perth.

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

The Metropolitan Water Supply, Sewerage and
Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 875/38.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend Water Works, Sewerage Works and Stormwater Drainage Works: And whereas the preliminary requirements of the said Act have been complied with, and plans, sections, and estimates in respect of the works hereinafter mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Sewerage—South Perth District, Reticulation Area No. 7:—15-inch, 12-inch, 9-inch, 6-inch and 4-inch diameter reticulation sewers, with manholes and all other apparatus connected therewith between South terrace and Thelma street and Mary street and Melville Water Foreshore, as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6130.

This Order in Council shall take effect from the 9th day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Executive Council.

ORDER IN COUNCIL.

M.W.S. 863/38.

PURSUANT to sections 19 and 20 of the abovementioned Act, His Excellency the Lieutenant-Governor, with the advice of the Executive Council, hereby approves of the construction and extension by the Minister for Water Supply, Sewerage and Drainage of the following works under the said Act, and exempts such works from the operations of sections 20, 21, 22 and 23 of the said Act.

This Order in Council shall take effect from the 9th day of September, 1938.

Description of Proposed Works—Metropolitan Sewerage, Reticulation Area No. 9a—Amendment of design.

L. E. SHAPCOTT,
Clerk of the Executive Council.

Metropolitan Water Supply, Sewerage, and
Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 863/38.

WHEREAS by the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend water works, sewerage works, and stormwater drainage works: And whereas the preliminary requirements of the said Act have been complied with, and plans, sections, and estimates in respect of the works hereinafter mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage, and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Sewerage—Claremont District—Reticulation Area 9A:—12-inch, 6-inch, and 4-inch diameter reticulation sewers, with manholes and all other apparatus connected therewith, between Waratah avenue and the Swan River and Roberts street and Curlew road, as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6126.

This Order in Council shall take effect from the 9th day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Executive Council.

The Metropolitan Water Supply, Sewerage, and
Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 906/38; 1026/38.

PURSUANT to sections 19 and 20 of the abovementioned Act, His Excellency the Lieutenant-Governor, with the advice of the Executive Council, hereby approves of the construction and extension by the Minister for Water Supply, Sewerage, and Drainage of the following works under the said Act, and exempts such works from the operations of sections 20, 21, 22 and 23 of the said Act. This Order in Council shall take effect from the 9th day of September, 1938.

Description of Proposed Works.—Metropolitan Sewerage—Area No. 9A, Claremont, and Area No. 6, South Perth:—Amendments to designs (one in former, two in latter).

L. E. SHAPCOTT,
Clerk of the Executive Council.

Public Works Act, 1902-1933.

Manjimup Town Water Supply.

Sale of Land No Longer Required for the above.

ORDER IN COUNCIL.

P.W.W.S. 1200/37; Ex. Co. No. 2045.

WHEREAS by section 29 of the Public Works Act, 1902-1933, it is made lawful for the Governor to cause to be sold by private contract any land acquired for a public work, but no longer required for such public work: Now, therefore, His Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, and in exercise of the power conferred by the recited section aforesaid, doth hereby give notice of, and authorise the sale by private contract of portion of Nelson Location 9774 comprising 25 acres 0 roods 10 perches and being portion of the land in Certificate of Title Volume 1023, Folio 745, shown coloured green on Plan P.W.D., W.A., 28724 (L.T.O. Diagram 10969), such land not being now required for the purpose for which it was acquired—namely, Manjimup Town Water Supply.

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

Land Drainage Act, 1925.

Harvey Drainage District.

ORDER IN COUNCIL.

P.W.W.S. 625/32.

WHEREAS by section 12 subsection (1), paragraph (a) of the Land Drainage Act, 1925, the Governor may unite any two or more districts so as to form one district: And whereas by section 9, subsection (1), of the said

Act the Minister may exercise all the powers and authorities and have all the immunities conferred by the Act on a Board until the constitution of a Board: Now, therefore, His Excellency the Lieutenant-Governor, with the advice of the Executive Council, doth hereby unite the Harvey No. 1 Drainage District as defined in the *Government Gazette* of the 24th day of August, 1906, and re-defined in the *Government Gazette* of the 9th day of December, 1921, and the Harvey No. 2 Drainage Dis-

trict as defined in the *Government Gazette* of the 1st day of July, 1932, and amended in the *Government Gazette* of the 5th day of September, 1933, under the name of the Harvey Drainage District, and doth appoint the Minister for Water Supply to exercise all the powers and authorities and to have all the immunities of a Board within the said District.

L. E. SHAPCOTT,
Clerk of the Council.

ORDERS IN COUNCIL FOR THE WEEK ENDING 2ND DAY OF SEPTEMBER, 1938.

Department concerned.	File No.	Under what Act.	Date.	Purport of Order.
Forests	1637/34	Forests Act, 1918 ...	2-9-38	Excising Wellington Location 4432 (Plan 411D/40 B3) from State Forest No. 27.
Do.	1753/33	do. do. ...	do.	Partially revoking Timber Reserve No. 104/25.

AT a meeting of the Executive Council held in the Executive Council Chambers, at Perth, this 6th day of September, 1938, the following Orders in Council were authorised to be issued:—

Road Districts Act, 1919-1934.

Augusta-Margaret River Road District.

ORDER IN COUNCIL.

P.W. 700/38.

HIS Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, and in exercise of the power conferred by section 211 of the Road Districts Act, 1919-1934, doth hereby extend the provisions set out in the Second Schedule to the said Act to all the Townsites within the Augusta-Margaret River Road District.

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

The Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 918/38.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend Water Works, Sewerage Works and Stormwater Drainage Works: And whereas the preliminary requirements of the said Act have been complied with, and plans, sections, and estimates in respect of the works herein-after mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Sewerage—South Perth Road District—South Perth Main Sewer, Section 4A:—A 24-inch diameter reinforced concrete pipe sewer with all manholes and other apparatus connected therewith, as shown in red on Plan M.W.S.S. & D.D., W.A., No. 6136.

This Order in Council shall take effect from the 9th day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Executive Council.

The Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 910/38.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend Water Works, Sewerage Works and Stormwater Drainage Works: And whereas the preliminary requirements

of the said Act have been complied with, and plans, sections, and estimates in respect of the works herein-after mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Sewerage—South Perth District, Reticulation Area No. 9:—12-inch, 9-inch, 6-inch and 4-inch diameter reticulation pipe sewers with manholes and all other apparatus connected therewith, between Jameson street and George street and Brandon street and Birdwood avenue, as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6135.

This Order in Council shall take effect from the 9th day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Executive Council.

The Metropolitan Water Supply, Sewerage and Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 863/38; M.W.S. 910/38.

PURSUANT to sections 19 and 20 of the abovementioned Act, His Excellency the Lieutenant-Governor, with the advice of the Executive Council, hereby approves of the construction and extension by the Minister for Water Supply, Sewerage and Drainage of the following works under the said Act, and exempts such works from the operations of sections 20, 21, 22 and 23 of the said Act.

This Order in Council shall take effect from the 9th day of September, 1938.

Description of Proposed Works—Metropolitan Sewerage, Reticulation Areas Nos. 9A (Claremont) and 9 (South Perth):—Amendments of design.

L. E. SHAPCOTT,
Clerk of the Executive Council.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 7th September, 1938.

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

Lionel Walter Williams, Esquire, of Messrs. Goldsbrough Mort and Company, Limited, Adelaide, as a Justice of the Peace for the State of Western Australia.

Alexander Prosser, Esquire, of Marracoonda, via Katanning, as a Justice of the Peace for the Katanning Magisterial District.

Edward Francis Anderson, Esquire, of Big Bell Mines, Ltd., Big Bell, as a Justice of the Peace for the Murchison Magisterial District.

Ian Hamilton Flockart, Esquire, of Merredin, as a Justice of the Peace for the Northam Magisterial District.

George Charles Parke, Esquire, of Donnybrook, as a Justice of the Peace for the Wellington Magisterial District.

Robert Henry Allen Hingston, Esquire, of Lawlers, as a Justice of the Peace for the East Murchison Magisterial District.

Ebenezer Ernest Watts, Esquire, of 10 Edna road, Dalkeith, as a Justice of the Peace for the Perth Magisterial District in lieu of the Swan Magisterial District.

L. E. SHAPCOTT,

Under Secretary Premier's Department.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders 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 lands, or other process or proceeding, shall be commenced or proceeded with or put in force against the farmer or any of the farmer's assets, whether utilised in connection with or forming portion of the assets comprised in his farming business or not, during the operation of such Stay Order: Provided that, by leave of a Judge, any action may, notwithstanding the Stay Order, be instituted and/or carried on against the farmer, but not beyond judgment.

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

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

Stutley, Charles, Gnowangerup, 31st August, 1938.

Young, William Thomas, Dalwallinu, 31st August, 1938.

Peacock, Francis Horatio, Boyanup, 31st August, 1938.

Goodall, Joseph Daniel, Mt. Madden, via Lake King, 31st August, 1938.

Jones, Stephen Thackery, Kondinin, 1st September, 1938.

Cavanagh, Melville John, Warralackin, 1st September, 1938.

Leach, George Arthur, Warralackin, 2nd September, 1938.

Gooney, James, Boddalin, 2nd September, 1938.

Latto, James David, Tenindewa, 5th September, 1938.

Sugg, Frederick John, Lake King, 5th September, 1938.

English, James Francis, Campion, 5th September, 1938.

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

W. A. WHITE, Director.

7th September, 1938.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders issued under section 11 of the Act have been cancelled as from date specified:—Woods, Frederick Leonard, Yericoin; Hall, Walter George, Hyden; 7th September, 1938.

W. A. WHITE,
Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the adjustment of debts under section 11 of the Act of the following farmers has been finalised and the Stay Orders have now lapsed as from date specified:—Bennier, Arthur James, Brookton; Lange, Frederick William, King River, Albany; Bowen, Matthew Thomas and Vida V., Wongan Hills; Milligan Bros, Wialki; Kerr, Frank Canning, Koorda; Hook, Stanley Thomas, Koorda; Green, Gilbert J. M., and Atkinson, Lancelot, Hyden; 7th September, 1938.

W. A. WHITE, Director.

7th September, 1938.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Old Classification.	New Classification.	Date Returnable.
Agriculture	Plant Pathologist (Item 1589)	£462—£534	£510—£558†	1938. 10th September.
Lands and Surveys	Clerk (Item No. 379)	£245—£294	£294—£306	do.
Chief Secretary's	Junior Medical Officer, Mental Hospitals Department (Item, 814)	...	£666—£699†	do.
Mines	Clerk, Wiluna (Item 558)	£260—£306	£294—£306	17th September.
Crown Law	Clerk, Land Titles Office (Item 1410)	£245—£294	£294—£306	do.
Education	Clerk (Item 1472)	£185—£270	£185—£270	do.
Treasury	*Chief Probate and Stamp Assessor (Item 108).	£510—£582	£582—£630	24th September
Audit	Clerk (Item 215)	£260—£306	£294—£306	do.

NOTE:—

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

† Applications are also called under section 29. A deduction of £65 will be made to cover a furnished house. This deduction will include free supply of light, fuel and laundry. A further deduction of £40 per annum will be made for board for a single officer.

‡ Applications are also called under section 29.

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

GEO. W. SIMPSON,
Public Service Commissioner.

Office of Public Service Commissioner,
Perth, 8th September, 1938.

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

Ex. Co. 2056; P.S.C. 107/38.—H. W. Byfield, Chief Probate and Stamp Assessor, Treasury Department, to be Assistant Under Treasurer, as from 24th July, 1938.

Ex. Co. 1836; P.S.C. 380/38.—F. H. Standring, Clerk, Metropolitan Water Supply Department, to be Clerk, Fremantle, as from 1st August, 1938.

Ex. Co. 1633; P.S.C. 251/38.—A. B. Ferrier, Clerk, Metropolitan Water Supply Department, to a similar position with a higher classification, as from 11th July, 1938.

Ex. Co. 2065; P.S.C. 105/36.—Mary Jeffrey Best, under section 28 of the Public Service Act, to be Junior Typist, Crown Law Department, as from 1st March, 1938.

Ex. Co. 2065; P.S.C. 87/37.—Robert Oswald McAdam, under section 29 of the Public Service Act, to be Clerk,

Government Stores Branch, Treasury Department, as from 1st December, 1937.

Ex. Co. 1836; P.S.C. 315/38.—J. T. Cooke, Clerk, Albany, Crown Law Department, to be Clerk, Local Court, as from 19th August, 1938.

Ex. Co. 1836; P.S.C. 348/38.—D. H. Hann, Clerk, Bunbury, Crown Law Department, to be Clerk, Official Trustee's Office, as from 26th August, 1938.

Ex. Co. 2126; P.S.C. 610/34.—John Alfred, under section 28 of the Public Service Act, to be Junior Clerk, Land Titles Office, Crown Law Department, as from 8th March, 1938.

Ex. Co. 2126; P.S.C. 251/38.—J. W. Hind, Junior Clerk, Metropolitan Water Supply Department, to be Clerk, as from 1st September, 1938.

Ex. Co. 2126; P.S.C. 39/38.—Doris Eileen Emily Henderson, under section 29 of the Public Service Act, to be Typist, Government Chemical Laboratory, Mines Department, as from 1st March, 1938.

Ex. Co. 1559.—F. Bowen, Junior Clerk, Public Works Department, to be Clerk (Kalgoorlie), as from 20th June, 1938.

Ex. Co. 1836; P.S.C. 131/36.—D. B. McKee, Junior Clerk, Government Stores Branch, Treasury Department, to be Clerk, as from 1st July, 1938.

Also of the acceptance of the following resignation:—

Ex. Co. 2065.—V. H. Webster, Junior Medical Officer, Heathcote, Mental Hospitals Branch, Chief Secretary's Department, as from 21st September, 1938.

GEO. W. SIMPSON,
Public Service Commissioner.

IT is hereby notified that the following days will be observed as Public Service holidays at the places specified:—

Wednesday, 14th September, 1938—Bruce Rock.
Wednesday, 21st September, 1938—Northam.
Wednesday, 28th September, 1938—York.
Tuesday, 11th October, 1938—Beverley.
Friday, 14th October, 1938—Narrogin.
Wednesday, 19th October, 1938—Katanning.
Friday, 21st October, 1938—Wagin.
Thursday, 3rd November, 1938—Bunbury.
Friday, 11th November, 1938—Bridgetown.
Saturday, 12th November, 1938—Albany.
Friday, 18th November, 1938—Busselton.

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 8th September, 1938.

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

J. F. Morris as acting Clerk of the Local Court, acting Clerk to Magistrates, Wagin, acting Electoral Registrar and Returning Officer for the Wagin Electoral District, vice A. Lindsey transferred.

N. A. Davies as Clerk of the Local Court, Clerk to Magistrates, Bridgetown, and Electoral Registrar and Returning Officer for the Nelson District, vice E. P. Foreman transferred.

Constable S. R. Hamilton as acting Clerk of the Local Court and acting Clerk to Magistrates, Pinjarra, during the absence of Constable S. Rea on leave.

HIS Excellency the Lieutenant-Governor in Executive Council has cancelled the appointments of W. A. Hale and J. A. Stewart as sworn valuers under the Transfer of Land Act, 1893.

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

Constable C. Plunkett as acting Bailiff of the Bruce Rock Local Court during the absence on leave of Constable E. Morrow.

Constable G. Green as acting Bailiff of the Midland Junction Local Court at Kelmiscott during the absence on leave of Constable C. Pinner.

Constable T. Leahy as acting Bailiff of the Cue Local Court at Reedy during the absence on leave of Constable W. M. Duggan.

Sergeant A. M. O'Connor as Bailiff of the Narrogin Local Court, vice Inspector F. A. Pike.

Constable J. J. McCarley as acting Bailiff of the Katanning Local Court at Tambellup during the absence on leave of Constable C. R. Ward.

Constable S. R. Hamilton as acting Bailiff of the Pinjarra Local Court during the absence of Constable S. Rea on leave.

Constable V. T. McDonald as acting Bailiff of the Merredin Local Court, vice Sergeant J. E. Styants deceased.

THE Hon. Minister for Justice has approved of the undermentioned appointments and cancellations of appointments of postal vote officers under the provisions of section 89 of the Electoral Act, 1907-1936:—

APPOINTMENTS.

Bunbury District.

Forest Department, Ludlow—Dawson, Hubert Edward.

Collie District.

Throssell street, Collie—Chippington, Thomas K.

Collie Burn—Hampton, Alfred.

Railway Station, Collie—Peacock, Richard J. W.

Stockton Mine, Collie—Rogers, Zachariah.

East Kirup Mill—Smith, George.

Gascoyne District.

Dalgety Downs, via Mullewa—Healy, Peter Alfred.

Kalgoorlie District.

Police Station, Kalgoorlie—Cavanagh, Colin Frederick.

Mines Department, Kalgoorlie—Foreman, Eric George.

Water Supply Department, Kalgoorlie—Jackson, Alfred Robert.

Mt. Magnet District.

Police Station, Mt. Magnet—Flanders, George McKinley.

Murchison District.

Yandil Station (P.O. Box 5, Wiluna)—Bosworth, Robert.

Police Station, Big Bell—Campbell, J.

Pingelly District.

Milton—Ayres, Harold B.

Malyalling—Bergin, A. P.

Road Board Office, Kondinin—Garritty, Iris E. (Miss).

Pingaring—McGregor, Alexander.

Road Board, Cuballing—Muir, D. J.

Hyden—Nix, R. J.

Kulyalling—Williams Lilly (Miss).

Williams-Narrogin District.

Court House, Narrogin—East, Roswell Wellington.

CANCELLATIONS.

South Fremantle District.

Opposite Road Board Office, Hamilton Hill—Green-slade, John Roy N.

Gascoyne District.

Williambury, Carnarvon—Inglis, Alexander James.

Williambury Station, Carnarvon—Inglis, Ronald.

Dalgety Downs, via Mullewa—MacNish, Margaret Mary.

Dalgety Downs, via Mullewa—MacNish, Reginald.

Kalgoorlie District.

Kalgoorlie—Hogg, Edgar John R.

Mt. Magnet District.

Badji Station, via Yalgoo—Eichhorn, Ernest Edward.

Mt. Magnet—Hearn, William Walter.

East Perth District.

25 Claisebrook road, East Perth—Close, Joseph.

Pilbara District.

Coongan Station, via Pt. Hedland—Faulds, William.

Wagin District.

Kojonup—Honner, Robert Francis.

Yilgarn-Coolgardie District.

North Boddalin—Hulse, Albert Nicholas.

H. R. GORDON

APPOINTMENT.

Chief Secretary's Department,
Perth, 6th September, 1938.

C.S.D. 586/38.
HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint Alfred Duncan, A.C.A. (Aust.), as a Public Auditor for the purposes of the Friendly Societies Act, 1894-1923, and the Co-operative and Friendly Societies Act, 1903.

A. O. NEVILLE,
Acting Under Secretary.

APPOINTMENT AND RESIGNATION.

Chief Secretary's Department,
Perth, 2nd September, 1938.

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

C.S.D. 469/38.—The appointment of Frank Martin, Angove Creek, as an Honorary Inspector of Fisheries under the Fisheries Act, 1905-21.

C.S.D. 63/36.—The resignation of Edwin Charles Lawn as Warder, Fremantle Prison, from the 1st September, 1938, inclusive.

A. O. NEVILLE,
Acting Under Secretary.

THE NATIVE ADMINISTRATION ACT, 1905-1936.

Department of Native Affairs,
Perth, 6th September, 1938.

Native Affairs 13/38.

PURSUANT to the provisions of section 7 of the Native Administration Act, 1905-1936, the Hon. Minister has appointed the undermentioned to be Protectors of Natives:—Sergeant A. M. O'Connor, for the Narrogin District; Inspector W. Carroll, for the Fremantle District.

A. O. NEVILLE,
Commissioner of Native Affairs.

THE HEALTH ACT, 1911-1937.

Department of Public Health,
Perth, 2nd September, 1938.

HIS Excellency the Lieutenant-Governor in Council has accepted the resignation of Anthony Hislop as a member of the Peak Hill Local Board of Health, and appointed Alfred Robert Humphrey Walker and Frank Lees to be members of the Peak Hill Local Board of Health for the period ending the 31st May, 1941.

EVERITT ATKINSON,
Commissioner of Public Health.

THE HEALTH ACT, 1911-1937.

Amendment of By-laws.

P.H.D. 291/24.

WHEREAS under the provisions of the Health Act, 1911-1937, a Local Health Authority may make or adopt by-laws, and may amend, repeal, or alter any by-laws so made or adopted: Now, therefore, the Moora Local Board of Health, being a Local Health Authority, doth hereby adopt the amendment to Part III. of the Model By-laws relating to private hospitals, as published in the *Government Gazette* on the 22nd day of April, 1938, and also the new Model By-law, to be known as Model By-law 4A of Part I. of the Model By-laws, relating to bathroom and laundry facilities, as published in the *Government Gazette* on the 29th day of April, 1938.

Dated this 27th day of August, 1938.

G. F. WILLGOOS,
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 31st day of August, 1938.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 6th day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Amendment of By-laws.

P.H.D. 697/28.

WHEREAS under the provisions of the Health Act, 1911-1937, a Local Health Authority may make or adopt by-laws, and may amend, repeal, or alter any by-laws so made or adopted: Now, therefore, the Geraldton Municipal Council, being a Local Health Authority and having adopted the Model By-laws published in the *Government Gazette* on the 8th day of April, 1927, doth hereby amend its by-laws in the following manner:—

Part IX.—Offensive Trades.

Section C—Piggeries.

After By-law 1, insert the following by-law to be known as By-law 1A:—

It shall not be lawful to establish and carry on piggeries within any part of the Municipal District of Geraldton other than upon such land situated within the boundaries of Strickland street, Lawley street, Broome street, and the east and southern municipal boundaries. The establishment and carrying on of piggeries on land other than herein defined is strictly prohibited.

Dated this 2nd day of August, 1938.

R. CARSON,
Mayor.

R. W. CARTER,
Town Clerk.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 12th day of August, 1938.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 2nd day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Amendment of By-laws.

P.H.D. 1568/22.

WHEREAS under the provisions of the Health Act, 1911-1937, a Local Health Authority may make or adopt by-laws, and may amend, repeal, or alter any by-laws so made or adopted: Now, therefore, the Albany Municipal Council, being a Local Health Authority and having adopted the Model By-laws published in the *Government Gazette* on the 8th day of April, 1927, doth hereby adopt the amendment to Part III. of the Model By-laws relating to private hospitals, as published in the *Government Gazette* on the 22nd day of April, 1938.

Dated this 18th day of August, 1938.

R. HOUGHTON,
Town Clerk.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 26th day of August, 1938.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 2nd day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

I, EVERITT ATKINSON, Commissioner of Public Health, hereby, under the powers conferred upon me by the Health Act, 1911-1937, accept the resignation of N. Parker as a member of the Waroonga Sanitary Board, and appoint George Pegler to be a member of the Waroonga Sanitary Board.

EVERITT ATKINSON,
Commissioner of Public Health.

6th September, 1938.

THE HEALTH ACT, 1911-1937.
Resolution.

P.H.D. 666/38.
WHEREAS by section 295 of the Health Act, 1911-1937, it is provided that the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made by a Local Authority under any of the provisions of the said Act, and that a Local Authority may of its own motion, by resolution, adopt the whole or any portion of such by-laws: And whereas Model By-laws have been prepared in accordance with the provisions of the said section, published in the *Government Gazette* on the 8th day of April, 1927, the 20th day of October, 1933, the 5th day of October, 1934, the 1st day of February, 1935, the 12th day of February, 1937, the 2nd day of July, 1937, the 15th day of October, 1937, the 22nd day of April, 1938, and the 29th day of April, 1938: Now, therefore, it is resolved and determined by the Swan Road Board, being a Local Health Authority within the meaning of the said Act, that the whole of such Model By-laws be adopted for the whole of its Health District, together with the following addition:—

Part I.—General Sanitary Provisions.

Licensing of Persons to Remove Nightsoil.

Add a new by-law as follows, to stand as By-law 11A:—

No person or persons other than the Swan Local Health Authority or their duly appointed contractor, shall undertake or contract for the collection, removal, or disposal of nightsoil, urine, liquid wastes, house and trade refuse, rubbish or other offensive matter, from any premises within the Swan Health District without having first obtained the written consent of the said Swan Local Health Authority.

Dated this 11th day of August, 1938.

W. R. CROSBIE,
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 29th day of August, 1938.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 2nd day of September, 1938.

L. E. SHAPCOTT,
Clerk of the Council.

THE HOSPITALS ACT, 1927.

Department of Public Health,
Perth, 2nd September, 1938.

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

P.H.D. 750/29.—The appointment, for the period ending the 31st July, 1939, of L. P. Swan as a member of the Beverley Hospital Board, vice W. S. Jarrett, resigned.

P.H.D. 449/34.—The cancellation of the existing Rules and Regulations of the Mornington District Hospital Board, which appeared in the *Government Gazette* on the 2nd day of November, 1934, and of the adoption in lieu thereof of the attached Rules and Regulations made by the Mornington District Hospital Board.

E. E. COPPING,
Secretary, Medical Section.

MORNINGTON DISTRICT HOSPITAL.

Rules and Regulations.

1.—Name.

The name of the Hospital shall be the Mornington District Hospital.

2.—Board.

The Board of Management shall consist of 10 members appointed by the Governor. They shall be selected in the month of July of each year, at the half-yearly meeting of subscribers.

3.—Definition of Subscriber.

Any person who subscribes 5s. plus 1s. levy per calendar month shall be termed a subscriber.

In these Rules and Regulations the term "subscriber" shall mean any subscriber (male or female) who has paid his or her subscription, and is financial; and shall include, so far as medical and hospital treatment is concerned, the wife or husband, parents, grandparents, sons or brothers up to the age of 16 years, daughters up to the age of 18 years, or female relative occupying the position of head of the household; provided they are residing with the subscriber and wholly dependent on him or her.

4.—Subscribers' Benefits.

Subscribers shall be entitled to treatment as in-patients at the Mornington District Hospital for a period of twenty-six (26) weeks in any one year, or eighteen (18) weeks at any public hospital recommended by the Fund doctor, this latter period shall not be allowed in addition to the twenty-six weeks at the Mornington Hospital.

Subscribers shall be entitled to treatment only by the doctor appointed by the Fund, except in such cases where they are sent to some other public hospital by the Fund doctor.

No subscriber shall receive any of the above-mentioned benefits should his subscription be over one month in arrears. In exceptional circumstances the Board shall have power to modify this rule.

Employees of Messrs. Millars Timber & Trading Co., Ltd., and Trees, Ltd., shall be admitted for immediate benefit providing they have been subscribers to other funds.

All subscribers of the said fund, and their dependants, in all cases of illness or accident, shall be treated at the surgery, or in their homes, by the sister-in-charge, or by the visiting medical officer on his day of attendance.

Members or their dependants requiring treatment shall attend in person at the surgery during surgery hours, if physically able to do so; if not able, a message shall be left at the surgery before 9 a.m., when the sister-in-charge shall visit them at their homes during the course of the day.

Subscribers shall not be entitled to benefits in cases of—

1. Accouchements, abortive or otherwise;
2. Over-indulgence in intoxicants;
3. Venereal disease;
4. Insanity;
5. Workers' compensation cases;
6. Surgical operations of choice;
7. The professional fees of a medical practitioner;
8. Special vaccines or serums.

The Board shall not be responsible for the costs of accommodation and/or treatment of any patient if such accommodation and/or treatment is required for an accident which happened or a disease contracted prior to the patient becoming a subscriber to the Mornington Hospital Fund.

5.—Charges to Non-Subscribers.

Non-subscribers will be charged such rates as may be fixed by the Board from time to time.

Any non-subscribers applying for treatment shall, if required, on entering the Hospital, provide, or there shall be provided for such subscriber, a satisfactory guarantee, to be approved by the secretary, for the payment of fees in accordance with the rules and by-laws of the institution.

6.—Half-yearly Meetings.

There shall be two meetings of subscribers, held at Mornington Mill in January and July of every year. Fifteen subscribers shall form a quorum at a half-yearly meeting.

7.—Notice of Half-yearly Meetings.

The secretary shall give at least 14 days' notice before the day of meeting, and such notice shall be advertised in such manner and at such places as the Board for the time being shall direct.

8.—Business at Half-yearly meetings.

The order of business at the half-yearly meeting shall be:—Report of the Board and the financial statement for the previous half-year; selection of members—July meeting only; notice of motion; general business.

9.—Selection of Board.

Candidates for selection to the Board must be financial subscribers and must be nominated by financial subscribers, and in the event of there being more nominees than there are vacancies, then selection shall be by secret ballot.

10.—Special Meeting of Subscribers.

It shall be competent for the Board of Management, or any twenty (20) or more subscribers, by writing under their hands, to require the secretary to summon a special meeting of subscribers, the occasion for calling such a meeting being specified in the requisition, and no business shall be transacted at such special meeting except that for which it is called.

11.—Vacancies.

Should a vacancy occur on the Board during the year the Board shall recommend a suitable person to the Governor for appointment, until the July half-yearly meeting; provided that such vacancy does not occur by the resignation of a member, and such resignation be in the nature of a protest, in which case a public meeting shall be called for the purpose of electing a member to fill the vacancy.

12.—Meeting of Board.

The Board shall meet at least once a month, at a time and place to be fixed by the Board.

13.—Quorum.

A quorum of the Board shall be a majority of the members.

14.—Chairman.

At the first meeting of the Board after appointment the members shall appoint one of their number to be Chairman. The Chairman shall hold office until the conclusion of the next annual selection of members of the Board.

The Chairman shall, when present, preside at all meetings of the Board. In the absence of the Chairman from any meeting or if, after being present, he retires, the members present may select one of their number to be Chairman. In the absence of the Chairman from the State, or in the case of illness of the Chairman, the members present at any meeting may elect one of their number acting Chairman during such absence.

15.—Order of Business at Board Meeting.

The secretary shall arrange the order of business. Every question coming before the Board shall be decided by open voting and by the majority of the members present. Each member, including the Chairman, shall have one vote, and, in the case of an equality of votes, the question shall be declared "carried in the negative."

16.—Special Meeting of Board.

A special meeting of the Board may be called at any time and place by the Chairman or two members of the Board, in writing, through the secretary. Each member of the Board shall receive 24 hours' written notice of any ordinary or special meeting of the Board.

17.—Visiting Committee.

The Board shall appoint two of their members as a visiting Committee. They shall inspect the hospital, and hear all complaints that may be made by patients, officers or servants, and take such action as they may deem necessary in the matter; and shall see that the various duties are performed by all the officers and servants of the Hospital; they shall also report monthly to the General Committee meeting.

18.—Finance Committee.

The Finance Committee shall consist of the Chairman and two other members of the Board. They shall meet before each meeting of the Board, and no accounts shall be recommended for payment unless examined and approved by them. They shall supervise all books of accounts and report thereon monthly to the Board. All payments ordered by the Board shall be paid by cheque signed by the Chairman, one member of the Board, and countersigned by the secretary.

In all cases where books or vouchers are checked by them, the signature of some member of the Finance Committee shall be appended, with the date of the examination, in token of correctness of such books and vouchers up to that date.

19.—Appointment of Staff.

The Board may appoint from time to time medical officer, secretary, matron, nurses, orderlies, cook and other servants, as may be deemed necessary, and may assign reasonable remuneration for their services, and may remove them and appoint others in their stead.

20.—Secretary.

The secretary shall be appointed by the Board, and shall hold office during the pleasure of the Board. He shall conduct the correspondence, and have charge of all documents relating to the Hospital. He shall attend and summon all meetings of the Board and of subscribers, and shall keep minute books, in which all the proceedings of these meetings shall be inserted, and shall see as far as practicable that all resolutions or orders passed at such meetings are forthwith carried into effect.

21.—Matron.

The matron shall have charge of all nurses and servants of the institution, and shall report to the Chairman or secretary of the Board any misbehaviour or neglect of duty or disobedience of orders on their part. She shall be responsible for the good order and cleanliness of the institution, the clothing of the patients, the preparation and service of meals, and the proper and efficient nursing of patients. She shall keep a record of all furniture and other articles in the Hospital. She shall have charge of all money and valuables belonging to the patients. She shall keep a register of all patients received into the Hospital, showing their full names, so far as she can ascertain, date of admission, and discharge, and such other particulars as the Board may at any time determine; also a register showing the date and quantities of all provisions received by the institution. She shall visit subscribers in their homes, as provided by Rule 4. She shall not leave the institution without the consent of the secretary of the Board. The matron shall not make public any matter or matters connected with the Hospital. Termination of services to be by 14 days' written notice on either side.

No person other than patients, or nursing staff and maid shall reside at the hospital, or have any meals there, except when permission is given by the secretary.

22.—Visitors.

Visitors shall be admitted to see patients on Wednesdays and Sundays between the hours of two and four p.m., or at other times by special permission of the medical officer or matron or committee.

Visitors must not interfere with the matron, nurse, or orderly, nor distract the patients by loud talking, or unnecessary noise, or the pain of instant dismissal.

Visitors supplying liquor or provisions directly to a patient shall be prohibited from visiting the Hospital, without special leave from the medical officer.

Visitors under the influence of drink not allowed to enter.

No visitor shall supply anything whatsoever to a patient without the consent of the medical officer or matron.

On no account shall male visitors be admitted to the female ward without the consent of the medical officer or matron.

All visitors to retire when requested to do so, and shall enter their names in a book kept for that purpose in the hall.

23.—Ministers of Religion.

Ministers of religion shall have free access to patients of their respective denominations, at such times as shall be appointed by the Committee. Any minister may attend any patient when requested by such patient. He shall perform the duties of his office at the bedside of the patient in such a manner as to be as little as possible overheard by other patients.

24.—New Rules.

That new rules may be made and rules now or hereafter to be enforced may be repealed or altered by the consent of a two-thirds majority present at the half-yearly general meeting in January or July, and any subscriber wishing to make a new rule shall give notice in writing to the Board through the secretary at least 14 days before each meeting.

THE HOSPITALS ACT, 1927.

Department of Public Health,
Perth, 6th September, 1938.

P.H.D. 827/33.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint the undermentioned to be members of the Southern Cross District Hospital Board for a period ending on the 31st July, 1940:—W. E. Clough, L. Dalton, C. Birch, R. Ecclestone.

E. E. COPPING,
Secretary Medical Section.

Police Department,
Perth, 7th September, 1938.

IT is hereby notified that His Excellency the Lieutenant-Governor in Council has approved of the following appointments:—

To be 1st Class Inspector of Police—
2nd Class Inspector W. Carroll.
2nd Class Inspector S. J. Thompson.

To be 2nd Class Inspector of Police—
3rd Class Inspector M. Leen.
3rd Class Inspector T. Tettersington.

To be 3rd Class Inspector of Police—
1st Class Sergeant G. Drysdale, No. 893.
1st Class Sergeant J. Nicholson, No. 964.

Such appointments to date from the 2nd September, 1938.

D. HUNTER,
Commissioner of Police.

RESERVES.

Department of Lands and Surveys,
Perth, 7th September, 1938.

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

1156/38.

KOJONUP (North Badgebup).—No. 21901 (School Site).—Bounded by lines commencing at a point situate 1 chain north of the north-west corner of Location 4068 and extending north 1 chain from and parallel to the east boundary of Location 8503 for a distance of about 7 chains 7 links; thence east about 7 chains 7 links; the opposite boundaries being parallel and equal. (About 5a.) (Plan 408D/40, C4.)

3344/20.

COCKBURN SOUND (near Serpentine).—No. 21904 (Quarry).—Locations Nos. 564 and 627. (247a. 2r.) (Plan 341C/40, D4.)

1616/38.

MARBLE BAR.—No. 21905 (Road Board Purposes).—Lot No. 56. (1r. 15p.) (Plan Marble Bar Townsite.) Reserve 5030 (Water Supply Offices) is hereby reduced.

1953/04, Vol. 4.

KOCKATEA ESTATE.—No. 21906 (Resting Place for Travellers and Stock).—Lots Nos. 13 and 21. (112a. 2r. 26p.) (Plan 156/80, D3.)

2893/14, Vol. 3.

KOJONUP (Carrolup).—No. 21907 (Native Settlement).—Locations Nos. 2975, 3468, 3513, 3514, 3515, 3516, 7949 to 7953 inclusive, 7798, 7799, 7800, and 8151. (4,961a. 1r. 7p.) (Plans 416A/40, C1, and 416B/40, D1 & 2.)

G. L. NEEDHAM,
Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVE No. 16074.

At Redmond.

Department of Lands and Surveys,
Perth, 7th September, 1938.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1937, of the purposes of Reserve 16074 (Redmond Lot 9) being changed from "School Site" to "Agricultural Hall Site." (Plan Redmond Townsite.)

G. L. NEEDHAM,
Under Secretary for Lands.

ERRATUM.

Road No. 9667.

1957/36.

IN notice appearing on page 1142 of the *Government Gazette* of July 22nd last, for "Williams Location 4893" read "Williams Location 4084."

G. L. NEEDHAM,
Under Secretary for Lands.

THE CEMETERIES ACT, 1897.

Amendment of Schedule "A."

Fremantle Cemetery By-laws.

Department of Lands and Surveys,
Perth, 7th September, 1938.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of Schedule "A" to the By-laws of the Fremantle Public Cemetery being amended by adding the following items:—

	£	s.	d.
Registration fee for still-born children and paupers	0	2	6
Registration fee for all other interments ..	0	5	0
Use of cement tile kerb with cement corners ..	1	10	0
Transfer or re-issue of title for grave ..	0	5	0
Permit to erect vase with inscription ..	0	2	6

G. L. NEEDHAM,
Under Secretary for Lands.

WITHDRAWAL NOTICES.

Department of Lands and Surveys,
Perth, 7th September, 1938.

Kalgoorlie Land Agency.

Corres. No. 477/37.

IT is hereby notified, for general information, that Kalgoorlie Lot 3177 has been withdrawn from leasing under section 117 of the Land Act, 1933-1937. (Plan Kalgoorlie Sheet 1.)

Northam Land Agency.

Corres. No. 1508/24.

IT is hereby notified, for public information, that Ninghan Locations 1952 and 916, which were available for re-selection on 21st November, 1934, have now been withdrawn from selection.

G. L. NEEDHAM,
Under Secretary for Lands.

FORFEITURES.

THE undermentioned Leases have been cancelled under section 32 of the Land Act, 1898, and/or section 23 of the Land Act, 1933-1937, for non-payment of rent or other reasons:—

Name, Lease, District, Reason, Corr. No., Plan:
Affleck, William; 1093/41A; Wellington 2903; £4 5s. 0d.; 9756/12; 415A/40, A1.
Brooks, C. W.; 68/2277; Victoria 6163; £14 4s. 8d.; 4933/29; 160C/40, E3.
Brooks, C. W.; 68/2278; Victoria 6164; £7 13s. 8d.; 4934/29; 160C/40, E3.
Campbell, Alexander; 394/1170; Lyndon; £7 10s. 0d.; 418/36; 95/300.
Campbell, Alexander; 394/1143; Lyndon; £6 1s. 6d.; 2673/35; 95/300.
Campbell, Colin; 20/1375; Brunswick Estate 30 and 34; £176 9s. 9d.; 7166/19; Brunswick Estate.
Manning, Daniel; 55/1756; Jilbadji 472; £115 16s. 11d.; 3780/28; 23/80, D4.
McWhinney, James; 347/1174; Ninghan 3763; £4 7s. 6d.; 1186/36; 66/80 and 67/80.
Read, Alma L. R.; 6030/153; South Boulder 905; £1 5s. 0d.; 13140/04; South Boulder.
Smith, J. T.; 68/2755; Avon 19321; £40 8s. 0d.; 2934/30; 5/80, C & D3.
Thompson, W. J.; 68/4043; Victoria 9483; £4 12s. 6d.; 1757/31; 96/80, A & B1.
Wallrodt, R. W. E., Dixon, H. F.; 68/3714; Boyanup A.A. 171, 176; £8 13s. 5d.; 2675/32; 411D/40, A4.

G. L. NEEDHAM,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 7th September, 1938.

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 Bridgetown.

8133/22, Vol. 3.—PEMBERTON, Suburban for Cultivation, 140 (2a. 1r. 3p.), £15; 141 (1a. 3r. 39.8p.), £12; 142 (2a. 1r. 9p.), 143 (1a. 3r. 39.2p.), 144 (1a. 3r. 39.6p.), 145 (2a. 0r. 1p.), 146 (2a. 1r. 21p.), 147 (2a. 2r. 7p.), 148 (2a. 0r. 1p.), and 149 (1a. 3r. 39.7p.), £10 each.

Applications to be lodged at Southern Cross.

4903/23, Vol. 2.—MOORINE ROCK, Suburban for Cultivation, 50 and 51 (4a. 3r. 27p.), £15 each; 49 (4a. 3r. 27p.), £12 10s. Subject to payment for improvements (if any).

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

G. L. NEEDHAM,
Under Secretary for Lands.

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, 1933-1937, and its Regulations:—

BRIDGETOWN.

13th September, 1938, at 12 noon, at the District Lands Office—

†Bridgetown—Town 640, 1a. 2r., £20; 646, 1a. 2r. 27.5p., £30.

†Donnybrook—Town 124, 38p., £12 10s.; 191, 39p., £12 10s.

†North Greenbushes—*132, 15a. 3r. 26p., £30.

COLLIE.

14th September, 1938, at 11 a.m., at the Court House—

†Darkan—Town 29, 1r., £10.

GERALDTON.

14th September, 1938, at 3.15 p.m., at the District Lands Office—

†Caron—Town 2, 1r., £15.

†Narngulu—Town 16, 1r., £10.

SOUTHERN CROSS.

14th September, 1938, at 3 p.m., at the District Lands Office—

Marvel Loch—Town 65, 1r., £12; 66, 1r., £10.

Westonia—Town 230, 1r., £10.

KATANNING.

15th September, 1938, at 11 a.m., at the District Lands Office—

†Cranbrook—Town 96, 101, 1a. each, £20 each.

†Katanning—Town 717, 1r. 0.5p., £10.

†Nyabing—Town 36, 1r., £15.

PERTH.

16th September, 1938, at 11 a.m., at the Department of Lands and Surveys—

†Balmanup—*63, 1a. 1r. 23p., £40.

PORT HEDLAND.

16th September, 1938, at 11 a.m., at the Court House—
Port Hedland—Town 42, 1r., £15.

KALGOORLIE.

20th September, 1938, at 2 p.m., at the District Lands Office—

†Boulder—Town (Hopkins street) 578R, 1r., £10; (Hopkins street) 598R, 1r., £10; (Moran street) 1413, 2r. 4p., £10; (Evans street) 2233, 1r., £10; (Ware street) 2281, 38.4p., £10.

†Boulder—Town (Millen street) 698, 1r., £12 10s.; (Davis street) 896, 1r., £12 10s.

†Kalgoorlie—Town (Piccadilly street) 207R, 1r., £15; (Collins street) 114R, 1r., £12 10s.; (Dugan street) 288R, 39.6p., £10.

WILUNA.

21st September, 1938, at 11 a.m., at the Mining Registrar's Office—

†Wiluna—Town 1049, 39.1p., £25.

††Wiluna—Town 1024, 39.1p., £10; 1026, 39.1p., £15.

YOUANMI.

21st September, 1938, at 11 a.m., at the Police Station—

Youanmi—Town 284, 288, 336, 1r. each, £12 10s. each.

*Suburban for cultivation.

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

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

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

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

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

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR LEASING SUSSEX LOCATION 1859.

Perth Land Agency.

Grazing Purposes.

Section 116 of the Land Act, 1933-1937.

Department of Lands and Surveys,
Perth, 1st September, 1938.

Corr. 1543/34.

TENDERS for the leasing of the land comprised within Sussex Location 1859 (situated 7 miles south-east of Vasse), containing 114 acres 3 roods 31 perches are invited.

The above location will be available for leasing under section 116 of the Land Act, 1933-1937, for a term of one year.

Tenders for the above accompanied by one-half year's rent (the minimum amount being fixed at the rate of Twenty pounds per annum), indorsed "Tender for Sussex Location 1859 shown on Public Plan 413C/40, D and E3," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, 14th September, 1938.

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 413C/40, D and E3.)

G. L. NEEDHAM,
Under Secretary for Lands.

APPLICATIONS FOR LEASING PORTION
BOORAAN TOWNSITE.

Northam Land Agency.

Cropping and Grazing Purposes.

Section 117 of the Land Act, 1933-1937.

Department of Lands and Surveys,
Perth, 31st August, 1938.

Corres. No. 5002/20.

APPLICATIONS for the leasing of the land comprised within portion of Booraan Townsite, containing about 30 acres, as described hereunder, are invited.

The above land will be available for leasing, under section 117 of the Land Act, 1933-1937, for a term of Three (3) years.

Applications for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of Two pounds (£2) per annum), indorsed "Application for portion of Booraan Townsite shown on Public Plan of Booraan," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Northam, on or before Wednesday, 28th September, 1938.

All applications lodged on or before that date will be treated as having been received on that date. (Plan Booraan Townsite.)

G. L. NEEDHAM,
Under Secretary for Lands.

Schedule.

Booraan Lots 2, 4, 5 and that portion of the townsite bounded on the northward by a road passing along the southern boundaries of Lots 1 to 5 (inclusive); on the eastward by the continuation southward of Road No. 7938; on the southward by the old station yard; on the westward by Avon Location 22045.

LOT OPEN FOR LEASING

Department of Lands and Surveys,
Perth, 31st August, 1938.

Corres. No. 477/37.

IT is hereby notified for general information that Kalgoorlie Lot 3177, containing 1 rood 1.6 perches, will be available for leasing, under section 117 of the Land Act, 1933-1937, on and after the 28th day of September, 1938, subject to the following conditions:—

- (1) The term of the lease shall be for 99 years.
- (2) The annual rental shall be 10s.
- (3) A premium of £10 shall be lodged with the application.
- (4) A residence must be erected on the lot within six months of the date of the lease; failure to comply with this condition renders the lease liable to forfeiture.

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

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

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR LEASING HERDSMAN LAKE

LOTS 379 AND 380.

Perth Land Agency.

Grazing Purposes.

Section 116 of the Land Act, 1933-1937.

Department of Lands and Surveys,
Perth, 7th September, 1938.

Corr. 1244/38.

TENDERS for the leasing of the land comprised within Herdsman Lake Lots 379 and 380 (situated at Herdsman Lake) containing 2 acres 0 roods 37.8 perches are invited.

The above lots will be available for leasing under section 116 of the Land Act, 1933-1937, for a term of five (5) years.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of Two pounds per annum), indorsed "Tender for Herdsman Lake Lots 379 and 380 shown on Public Plan Herdsman Lake," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, 28th September, 1938.

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 Herdsman Lake.)

G. L. NEEDHAM,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING

Under Part VI. of the Land Act, 1933-1937.

IT is hereby notified that the land described hereunder will be available for general selection under Part VI. of the Land Act, 1933-1937, on and after the date specified:—

WEDNESDAY, 28th SEPTEMBER, 1938.

PERTH LAND AGENCY.

North-West Division.

De Grey District (near Cooke Bluff Hill).

Corres. 1442/18. (Plan 109/300.)

That area of unsurveyed land containing about 28,090 acres, being the surrendered portion of A. S. F. T., and A. A. Hardie's Pastoral Lease No. 394/945.

WEDNESDAY, 12th OCTOBER, 1938.

PERTH LAND AGENCY.

Kimberley Division.

Numalgun and Fitzroy Districts (near Lady Forrest Range).

Corres. 4005/30. (Plan 134/300.)

That area of unsurveyed land, containing about 32,000 acres; being A. W. and L. C. Connell's forfeited Pastoral Lease No. 2243/98.

G. L. NEEDHAM,
Under Secretary for Lands.

LAND OPEN FOR SELECTION.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1937, and the Regulations appertaining thereto, subject to the provisions of the said Act.

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

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

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

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

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

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

SCHEDULE.

NOW OPEN.

PERTH LAND AGENCY.

Dangin Repurchased Estate, Avon District.

Open under Part V. of the Land Act, 1933-1937, as modified by Part VIII.

Corr. No. 2281/20. (Plan 3C/40, D4.)

Location 21611, containing 600a. 2r. 28p.; purchase money—£4,667 2s. 6d.; half-yearly instalment first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£45 1s.; to civilians, at 5 per cent. p.a.—£50 1s. 2d.; instalments over balance, 35 years, including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£55 16s. 4d.; to civilians, at 5 per cent. p.a.—£59 7s. 7d.; subject to Agricultural Bank and Industries Assistance Board indebtedness, and to the special conditions applying to this block; being L. B. Carter's forfeited Lease 20/1530.

Yilgarn District.

Corr. No. 2212/25. (Plan 53/80, C & D2.)

Locations 680 and 677, containing 1,986a. 2r. 5p., at 4s. per acre; subject to payment for improvements capitalised at £700 and to mining conditions; being T. R. Martin's forfeited Leases 41465/55 and 41591/55.

Yilgarn District.

Corr. No. 4409/27. (Plan 36/80, C1.)

Locations 1095 and 1134, containing 1,665a. 0r. 4p., at 4s. per acre; subject to payment for improvements capitalised at £270 and to Goldfields Water Supply timber conditions; being J. Tatham's forfeited Leases 22935/68 and 25972/74.

WEDNESDAY, 14th SEPTEMBER, 1938.

ALBANY LAND AGENCY.

Hay District (near Yarrelena).

Corr. No. 3719/23. (Plan 444/80, D1.)

Locations 419, 947, and 1098, containing 491a. 3r. 1p.; subject to pricing.

Plantagenet District (north of Albany).

Corr. No. 4163/27. (Plan 451/80.)

The vacant unreserved unsubdivided Crown land, not previously made available, on Plan 451/80, Sections D1 and 2, E1, 2 and 3, and F1. Available subject to survey, classification, and pricing.

Plantagenet District (about 1½ miles south-east of Kordabup).

Corr. No. 1852/36. (Plans 452D/40, C4; 456A/40, C1.)

Location 5414, containing 187a. 2r. 27p., at 8s. 9d. per acre; classification page 110 of 881/14; subject to exemption from road rates for two years from date of approval of application and also to timber conditions; being M. W. Brenton's forfeited Lease 347/1206.

Pantagenet District (near Denmark).

Corr. No. 1550/35. (Plan 452C/40, E4.)

Location 5433, containing 23a. 2r. 2p., at £1 per acre; classification page 9 of 1550/35; subject to exemption from road rates for two years from date of approval of application and to timber conditions; being A. G. Pickworth's forfeited Lease 354/425.

BUNBURY LAND AGENCY.

Korijekup Estate (one mile south-west of Harvey).

Corr. No. 40/19. (Plan 383D/40, C4.)

Location 87 containing 6a. 0r. 24p.; purchase price £60 (including survey fee and improvements).

Wellington District (about 5½ miles west of Harvey).

Corr. No. 2775/34. (Plan 383D/40, B4.)

Locations 1130, 1267, and 4416, containing 292a. 3r. 18p., at 5s. 3d. per acre; classification page 5 of 2775/34; subject to exemption from road rates for two years from date of approval of application, and to payment for improvements, also to timber conditions; being H. W. Johnston's forfeited Lease 347/988.

Wellington District (about six miles east of Warawarrup).

Corr. No. 700/38. (Plan 383D/40, B3.)

Location 1134 containing 5 acres, at 15s. per acre; classification page 6 of 700/38; subject to the condition that the purchase money must be paid on approval of application or in such instalments as the Minister for Lands may direct, also subject from road rates for two years from date of approval; being D. E. Harding's cancelled application.

GERALDTON LAND AGENCY.

Kockatea Estate.

Corr. No. 1953/04, Vol. 4. (Plan 156/80, Ds & 4.)

Location No.	Area.	Price per acre.
	a. r. p.	£ s. d.
15	24 3 22	1 5 0
16	32 3 3	1 5 0
17	27 1 0	1 5 0
18	22 3 23	1 5 0
19	27 3 36	1 5 0
20	26 1 0	1 5 0

Available to holders of adjoining land and subject to the conditions that the full purchase money is paid with the application and the Crown grant will be issued with that of the adjoining land.

Victoria District (near Harry Spring).

Corr. No. 389/38. (Plan 159C/40, E3.)

The area, containing about 11 acres, bounded on the south by Road No. 7970, on the west, north, and east by Location 6121; available only to holders of adjoining land, at 21s. per acre.

KATANNING LAND AGENCY.

Kent District (near Ongerup)

Corr. No. 3773/20. (Plan 435/80, C2.)

Location 582, containing about 350 acres, at 6s. per acre.

NORTHAM LAND AGENCY.

Avon District (about nine miles north of Burracoppin).

Corr. No. 7115/20. (Plan 35/80, B & C 3 & 4.)

Location 13988, containing 840 acres, at 10s. per acre; classification page 28 of 6315/19, Vol. 1; subject to Agricultural Bank, I.A.B., and wire netting indebtedness and to a cropping lease which expires 28th February, 1940, also subject to survey if not taken up by the same lessee as Avon Location 22444, and to timber conditions; being A. S. and F. Higgins' forfeited Lease 38352/55.

Avon District (about 14 miles north-west of Burracoppin).

Corr. No. 10157/11. (Plan 35/80, B3.)

Location 13999, containing 1,000 acres, at 5s. 9d. per acre; classification page 117 of 10137/11; subject to Agricultural Bank and I.A.B. indebtedness, and to a cropping lease which expires on 28th February, 1939, and to timber conditions; being H. F. Gibson's forfeited Leases 30224/55 and 29250/55.

Avon District (about 10 miles northward of Yoting).

Corr. No. 349/38. (Plan 3B/40, F2.)

Location 23146, containing about 380 acres, at 2s. 3d. per acre; classification page 6 of File 349/38.

Ninghan District (about three miles north-east of Cleary).

Corr. No. 4862/28. (Plan 66/80, A & B1.)

Locations 2973 and 3390, containing 2,940a. 2r. 3p., at 5s. per acre; classification page 16 of 5537/27; subject to Agricultural Bank and I.A.B. indebtedness and to a cropping lease which expires on 28th February, 1940; being J. T. Saunders' forfeited Leases 68/1251 and 74/604.

Ninghan District (about six miles south-east of Bonnie Rock).

Corr. No. 4796/28. (Plan 67/80, B.C.4.)

Locations 3090 and 3403, containing 1,067a. 3r. 25p., at 9s. per acre; classification page 10A of 6319/27; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28th February, 1939; being C. G. Mann's forfeited Leases 55/1377 and 74/492.

PERTH LAND AGENCY.

Cockburn Sound District (near Byford).

Corr. No. 2207/37. (Plan 341B/40.)

Open under Part V., Section 53.

Location 862, containing 2r. 37.5p.; purchase price £15.

Victoria District (four miles south-west of Gunyidi).

Corr. No. 6197/24. (Plan 90/80, C.D.4.)

(a) The unsurveyed area, containing about 200 acres, bounded on the north by a line in production east of the north boundary of Location 7015, on the eastward by Road No. 7481, on the south by Location 5789, on the west by Location 7015 aforesaid.

(b) The unsurveyed area, containing about 350 acres, bounded on the north by a one-chain road passing along the south boundaries of Locations 8901 and 5832, on

the eastward by Road No. 7481, on the south by a line in production east of the southernmost boundary of Location 5865, on the west by a one-chain road passing along the east of the last-mentioned location; available subject to survey, classification, and pricing.

SALMON GUMS LAND AGENCY.

Esperance District (near Spencer Lake).

Corr. No. 356/38. (Plan 423CD/20.)

Location 1371, containing 10 acres at £1 10s. per acre.

Fitzgerald District (about five miles north-east of Grass Patch).

Corr. No. 6104/21. (Plan 402/80, B1.)

Location 102, containing 986a. 2r. 11p., at 5s. 9d. per acre; subject to Agricultural Bank and I.A.B. indebtedness; being F. W. Witt's forfeited Lease 12696/36.

SOUTHERN CROSS LAND AGENCY.

Yilgarn District (near Southern Cross).

Corr. No. 1850/37. (Plan 36/80, D & E3.)

Location 405, containing 1,308a. 3r. 17p., at 4s. per acre; subject to payment for improvements, to mining and timber conditions, and also to G.W.S. firewood conditions; being L. E. and W. R. Clarkson's forfeited Lease 41190/55.

WAGIN LAND AGENCY.

Williams District (near Duggan).

Corr. No. 17004/10. (Plan 386/80, F4.)

Location 11813, containing 50 acres, at 18s. per acre; Reserve 13202 (Water) is hereby cancelled.

THURSDAY, 15th SEPTEMBER, 1938.

BRIDGETOWN LAND AGENCY.

Nelson District (about six miles south-west of Boyup Brook).

Corr. No. 1269/31. (Plan 415D/40, A4.)

Location 8789, containing 160 acres; subject to pricing, to payment for improvements, to timber conditions and the conditions applying to land selection in this district, also to exemption from road rates for two years from date of approval of application; being R. G. Woodhead's forfeited Lease 74/1374.

Preston Agricultural Area (near Thomson Hill).

Corr. No. 1840/36. (Plan 414A/40, C2.)

Lot 16, containing 155a. 1r.; subject to survey, classification, and pricing, and the usual timber reservation conditions. Reserve 7860 (Timber) is hereby reduced.

Sussex District (at Johnstone Gully).

Corr. No. 1734/31. (Plan 413D/40, C3 & 4.)

Location 2643, containing 113a. 3r. 28p., at 9s. 6d. per acre; available subject to inspection and valuation of improvements.

Wellington District (near Tutunup).

Corr. No. 530/38. (Plan 414A/40 A2.)

The unsurveyed area, containing about 300 acres, bounded on the north by Location 3739, on the east by Road No. 6933, on the south-eastward by Road No. 4630, on the south by Location 3794, on the west by Locations 3820 and 4411; subject to survey, classification, and pricing.

WEDNESDAY, 21st SEPTEMBER, 1938.

ALBANY LAND AGENCY.

Denmark Estate (near Denmark).

Corr. No. 1465/32. (Plan 452C/40, D4.)

Location 428, containing 99a. 3r., at 12s. per acre; classification page 30 of 903/20, Vol. 1; subject to exemption from road rates for two years from date of approval of application, and to timber conditions; being I. J. Pascoe's forfeited Lease 55/2377.

Denmark Estate (about three miles west of Denmark).

Corr. No. 306/30. (Plan 452C/40, D4.)

Location 491, containing 100a. 2r., at 18s. per acre; classification page 7 of 306/30; subject to payment for improvements and to exemption from road rates for two years from date of approval of application, also subject to timber conditions; being J. P. Barry's forfeited Lease 55/1837.

Plantagenet District (about 20 miles east of Narrikup).

Corr. No. 1657/36. (Plan 451/80, E2.)

Location 4874, containing 159a. 3r. 29p., at 4s. 6d. per acre; classification page 10 of 1657/36; subject to exemption from road rates for two years from date of approval of application and to timber conditions; being R. Williams' forfeited Lease 365/567.

GERALDTON LAND AGENCY.

Victoria District (about 5½ miles east of Gutha).

Corr. No. 3540/26. (Plan 128/80, C & D3.)

Location 8326, containing 2,071a. 1r. 6p., at 8s. per acre; classification page 11 of 3540/26; subject to Agricultural Bank indebtedness; being G. R. Sermon's forfeited Lease 68/659.

Victoria District (about 5½ miles north of Beatty Siding).

Corr. No. 2876/28. (Plans 161/80, E.F.4; 156B/40, E.F.1.)

Location 8905, containing 534a. 0r. 8p.; subject to pricing and to exemption from road rates for two years from date of approval of application; being C. Fogliani's forfeited Lease 68/1537.

NARROGIN LAND AGENCY.

Williams District (about 8½ miles south-west of Highbury).

Corr. No. 1158/25. (Plan 385D/40, B & C4.)

Location 13202, containing 392a. 2r. 22p., at 3s. 3d. per acre; classification page 6 of 1158/25; subject to eradication of poison before the Crown grant will issue; exempt from road rates for two years from date of approval of application; being F. B. E. Warburton's forfeited Lease 19841/68.

NORTHAM LAND AGENCY.

Avon District (about one mile south-east of Wogarl).

Corr. No. 1172/31. (Plan 5/80, C & D 2 & 3.)

Location 25498, containing 318a. 0r. 5p., at 3s. 9d. per acre; classification page 7 of 1172/31; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being F. Canse's forfeited Lease 68/3277.

Melbourne District (about eight miles south-west of Wongan Hills).

Corr. No. 5315/28. (Plan 57/80, C4.)

Location 3257, containing 214a. 2r. 30p.; subject to pricing and to exemption from road rates for two years from date of approval of application; being C. M. Batten's forfeited Lease 68/1189.

Ninghan District (about 2½ miles north-west of Kokardine).

Corr. No. 1345/36. (Plan 56/80, B1.)

Location 1380, containing 946 acres, at 2s. 9d. per acre; classification page 5 of 1345/36; subject to exemption from road rates for two years from date of approval of application; being W. Adams' forfeited Lease 348/556.

Ninghan District (about four miles north-west of Kokardine).

Corr. No. 3581/26. (Plans 56/80, A & B1; 65/80, A & B4.)

Location 2390, containing 2,238a. 1r. 22p., at 4s. 6d. per acre; classification page 29 of 3581/26; and Location 1145, containing 2,238a. 0r. 27p., at 2s. 6d. per acre; classification page 41 of 3224/27; subject to Agricultural Bank and I.A.B. indebtedness; being J. G. Scott's forfeited Leases 22013/68 and 22012/68.

WAGIN LAND AGENCY.

Williams District (about 10 miles north-west of Nyabing).

Corr. No. 1844/36. (Plan 408/80, E & F3.)

Location 11521, containing 917a. 3r. 7p., at 5s. 6d. per acre; classification page 20 of 5032/13; subject to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue, and also to exemption from road rates for two years from date of approval of application; being F. Bugg's forfeited Lease 348/554.

Williams District (near Tarin Rock).

Corr. No. 4145/27. (Plan 387/80, A4.)

Location 12817, containing 374a. 3r. 9p., at 3s. 9d. per acre; classification page 5 of 4145/27; subject to exemption from road rates for two years from date of approval of application; being R. Gladstone, as Trustee of the assigned Estate of J. Matson, forfeited Lease 68/851.

THURSDAY, 22nd SEPTEMBER, 1938.

BRIDGETOWN LAND AGENCY.

Kojonup District (about two miles south-west of Narlingup).

Corr. No. 13315/08. (Plan 415C/40, F4.)

Location 5482, containing 160 acres; subject to classification and pricing and to exemption from road rates for two years from date of approval of application; being H. S. Ferguson's forfeited Lease 11673/74.

Cammilleri Repurchased Estate.

Nelson District (about six miles south-east of Jarrahwood).

Open under Part V. of the Land Act, 1933-37, as modified by Part VIII.

Corres. 665/33. (Plan 414D/40, B4.)

Location 8294, containing 251a. 3r. 24p.; purchase money—£177 4s. 5d.; half-yearly instalment over the first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£3 19s. 9d.; to civilians, at 5 per cent. p.a.—£4 8s. 7d.; half-yearly instalment over the balance, 35 years, including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£4 18s. 10d.; to civilians, at 5 per cent. p.a.—£5 5s. 2d.; this block will only be approved to the applicant who satisfies the Land Board that he has the necessary capital and experience to work the block; also subject to timber conditions; being J. H. Wilkinson's forfeited Lease 20/2429.

WEDNESDAY, 28th SEPTEMBER, 1938.

ALBANY LAND AGENCY.

Denmark Estate (near Denmark).

Corr. No. 1348/35. Plan 452C/40, E4.)

Location 616, containing 112a. 1r. 10p., at 10s. per acre; classification page 86 of 15697/10; subject to payment for improvements. This cancels the notice in *Government Gazette* 13th September, 1935, relating to this block.

Plantagenet District (near Lake Barnes).

Corr. No. 2586/85. (Plan 451/80, A & B2.)

Location 3946, containing about 52 acres, at 9s. per acre, exclusive of survey fee; subject to the survey of necessary roads and to the reservation of the right to the Crown to enter upon and construct or maintain any drains free of compensation; classification page 119 of File 2586/85. Reserve 797 (Camping) is hereby cancelled.

BUNBURY LAND AGENCY.

Korijekup Estate (near Harvey).

Open under Part V. of the Land Act, 1933-1937.

Corr. No. 1295/33. (Plan 383D/40, C4.)

Lot 103, containing 8a. 1r. 36p.; price per acre, including improvements and interest on improvements—£18; total purchase money, including interest on improvements—£210 14s. 2d.; half-yearly instalments:—first five years, interest only on improvements and survey fee—improvements £1 18s. 1d.; survey fee 5s.; 25 years—£4 4s. 4d.

NARROGIN LAND AGENCY.

Avon District (about 10 miles north-west of Pingaring).

Corr. No. 1005/38. (Plan 376/80, C & D2.)

Location 23991, containing 2,269a. 2r. 8p., at 6s. 6d. per acre; classification page 57 of 1293/27; subject to Agricultural Bank indebtedness; being M. Trundle's cancelled application.

NORTHAM LAND AGENCY.

Avon District (about 13 miles south-west of Nungarin).

Corr. No. 1271/22. (Plan 34/80, D4.)

Locations 12190 and 22297, containing 999 acres, at 5s. per acre; classification page 18 of 8531/08, Vol. 1; and Location 22818, containing 269a. 3r., at 7s. per acre; classification page 7 of 1720/22; subject to Agricultural Bank and wire netting indebtedness. This cancels the notice in *Government Gazette* 25th January, 1935, relating to these blocks.

Avon District (about 1½ miles north-east of Lake Brown).

Corr. No. 5016/25. (Plan 54/80 B3 & 4.)

Location 24841, containing 415a. 2r. 29p., at 6s. 3d. per acre; classification page 24 of 5016/25; subject to Agricultural Bank indebtedness and to a cropping lease which expires on 28th February, 1939; being J. H. Ball's forfeited Lease 20708/68.

Avon District (near Booraan).

Corr. No. 5585/27. (Plan 24/80, B1.)

Location 25264, containing 248a. 3r. 8p., at 6s. 6d. per acre; classification page 6 of 5585/27; subject to payment for improvements and to G.W.S. timber conditions; being W. H. Skuthorp's forfeited Lease 68/812.

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

Corr. No. 2733/37. (Plan 54/80, B3 & 4.)

Location 25268, containing 2,069a. 3r. 38p., at 2s. 6d. per acre; classification page 12 of 4685/29; subject to payment for improvements; being O. M. Paynes' cancelled application and also cancels the notice relating to this block in the *Government Gazette* 3rd December, 1937.

Ninghan District (about 11 miles north-east of Ballidu).

Corr. No. 1290/38. (Plans 64/80, F3; 65/80, A3.)

Location 1520, containing 987a. 1r. 36p., at 6s. per acre; classification page 23 of 2990/27; and Locations 1523 and 1521, containing 2,373 acres, at 6s. 6d. per acre; classification pages 29 and 31 of 8785/12, Vol. 1; Ninghan Location 1520 is subject to payment for improvements and Ninghan Locations 1523 and 1521 are subject to exemption from road rates for two years from date of approval of application; being S. Collard's cancelled application.

Ninghan District (about 2½ miles north of Kalannie).

Corr. No. 1286/38. (Plan 65/80, B1.)

Location 2311, containing 1,856a. 1r. 37p., at 4s. 9d. per acre; classification page 56 of 1258/26; subject to Agricultural Bank indebtedness; being A. C. Huggett's forfeited Lease 20561/68.

Ninghan District (about 10 miles south of Bonnie Rock).

Corr. No. 3275/28. (Plan 54/80, A & B1.)

Location 3157, containing 971a. 0r. 20p., at 7s. 6d. per acre; classification page 25 of 6455/27; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28th February, 1939, also subject to survey if not taken up by the same lessee as Ninghan Location 2896; being A. Rutley's forfeited Lease 68/337.

Ninghan District (about 11½ miles south of Bonnie Rock).

Corr. No. 3287/28. (Plan 54/80, A & B1.)

Location 3170, containing 997a. 1r. 34p., at 8s. per acre; classification page 13 of 6455/27; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires on 28th February, 1939; being E. J. Blanche's forfeited Lease 68/291.

PERTH LAND AGENCY.

Cockburn Sound District (near Jarrahdale).

Corr. No. 4828/30. (Plan 341C/40, D3.)

Location 814, containing 78 acres, at 10s. per acre, excluding improvements; classification page 27 of File 4828/30. Reserve 989 (Timber) is hereby cancelled.

Swan District (near Wooroloo).

Corr. No. 1415/18. (Plan 1B/40, F2.)

That portion of Location 2158, containing 3a. 1r. 9p., bounded on the east by Road No. 1785, on the south by Location 1461, on the north-westward by Road No. 1786, at 20s. per acre. Reserve 17100 (Timber) is hereby reduced.

Swan District (about two miles south-west of Wannamal).

Corr. No. 2232/04. (Plan 31/80, C & D3.)

Location 2087, containing 999 acres; subject to classification and pricing and to exemption from road rates for two years from date of approval of application; being J. McM. Clune's forfeited Lease 2174/68.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about 22½ miles south of Southern Cross).

Corr. No. 1274/29. (Plan 23/80, E3.)

Location 449, containing 1,898a. 3r. 2lp., at 4s. 6d. per acre; classification page 82 of 1071/28; subject to payment for improvements capitalised at £150 and to mining conditions; being D. De Paoli's forfeited Lease 68/1392.

Jilbadji District (about 10½ miles south-west of Marvel Loch).

Corr. No. 511/28. (Plan 23/80, E & F3.)

Location 466, containing 1,737a. 0r. 12p., at 3s. 6d. per acre; classification page 99 of 1071/28; subject to payment for improvements capitalised at £200, and also to mining conditions; being A. C. Patterson's forfeited Lease 42664/55.

THURSDAY, 29th SEPTEMBER, 1938.

BRIDGETOWN LAND AGENCY.

Nelson District (near Northcliffe).

Corr. No. 2015/31. (Plan 454B/40, E1.)

Location 8685, containing 120a. 3r. 15p.; Location 8686, containing 111a. 1r. 26p., and Location 8703, containing 144a. 1r. 25p., at 6s. per acre each location (excluding improvements); classification page 136 of File 2015/31.

Nelson District (about five miles north of Boyup Brook).

Corr. No. 3467/21. (Plan 415D/40, B3.)

The unsurveyed area, containing about 380 acres, bounded on the north by Location 9245 and a line in production west of its south boundary, on the east by a line in production north of the east boundary of Location 3761, on the southward by a road passing along the northern boundary of said Location 3761, on the west by Locations 8542 and 2891 (excluding Road No. 3674); available subject to survey, classification, pricing, and the usual timber reservation conditions.

Sussex District (about 10 miles south-west of Nannup).

Corr. No. 898/33. (Plan 439A/40, A2.)

Locations 1356, 1084, and 1085, containing 398a. 2r., at 7s. 6d. per acre; classification page 15 of 898/33; and Location 1355, containing 140a. 2r., at 8s. per acre; classification page 4 of 1034/33; subject to Agricultural Bank indebtedness, to timber conditions, and to the conditions applying to land selection in this district; being N. C. Ognenis' forfeited leases 68/4006 and 74/1730.

Sussex District (about 5½ miles east of Cowaramup).

Corr. No. 3326/30. (Plan 413D/40, C4.)

Locations 3748 and 2234, containing 168a. 3r. 15p. subject to pricing, to timber conditions, and the conditions relating to land selection in this district, and to payment for improvements; being C. F. Crawford's forfeited Leases 55/1962 and 74/1112.

GERALDTON LAND AGENCY.

Victoria District (about three miles south-east of Isseka).

Corr. No. 904/32. (Plan 157A/40, B1.)

Location 3040, containing 3,196 acres, at 1s. 6d. per acre; classification page 6 of 550/30; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown

grant will issue, also subject to mining conditions, to payment for improvements, if any, and to exemption to road rates for two years from date of approval of application; being A. Taylor's forfeited Lease 68/3506.

Victoria District (about 3½ miles east of Bluff Point).

Corr. No. 6978/19. (Plan 192/80, C4.)

Location 7053, containing 560a. 2r. 9p., at 2s. 6d. per acre; subject to exemption from road rates for two years from date of approval of application; being H. R. Bell's forfeited Lease 15864/68.

Victoria District (about 11 miles north-east of Gutha).

Corr. No. 3837/27. (Plan 128/80, C.D.1.)

Locations 8667 and 8750, containing 1,906a. 2r. 11p., at 5s. 3d. per acre; classification page 29 of 3837/27; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being J. L. Hope's forfeited Leases 68/1727 and 74/756.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

WHEREAS the CHITTERING Road Board, by resolution passed at a meeting of the Board held at Moolia-beenee on or about the 6th day of March, 1937, resolved to open the road hereinafter described, that is to say:—

L. & S. 5853/09; M.R. 66/37.

No. 15. Addition.—Portions of Reserve No. 4070 and Swan Location 1371 bounded by lines commencing on the eastern boundary of said reserve 2 chains 31.3 links from its north-east corner and extending (as shown on Diagram No. 59346) 38deg. 54min. 2 chains 5.8 links and 22deg. 30min. 6 chains 38.8 links; then 194deg. 25min. 5 chains 37.3 links and 226deg. 14min. 3 chains 32.3 links along the western side of the present road to the starting point. (Plan 28/80, D2.)

WHEREAS the GOOMALLING Road Board, by resolution passed at a meeting of the Board held at Goomalling on or about the 24th day of March, 1936, resolved to open the road hereinafter described, that is to say:—

2203/29.

No. 26. Widening.—Portion of Reserve No. 6059 and portions of Avon Locations 26559 and 23222 bounded by lines commencing on the south-eastern boundary of said reserve 32 links from its east corner and extending (as shown Diagram No. 58561) 21deg. 56min. 6 chains 28.9 links, 12deg. 51min. 15 chains 30.5 links and 7deg. 52min. 8 chains 34.6 links through said reserve and said locations; thence south-eastward along part of the south-western boundary of Reserve No. 3005 to the western side of the present road and southward along said side of the present road to the starting point. (Plan 27B/40, D1.)

WHEREAS the BASSENDEAN Road Board, by resolution passed at a meeting of the Board held at Bassendean on or about the 23rd day of April, 1936, resolved to open the road hereinafter described, that is to say:—

13081/04, Vol. 11.

No. 2202. Anzac Road, Truncation.—Portion of Swan Location R, bounded by lines commencing at the junction of the south side of the present road with the north-eastern side of Eighth avenue and extending (as shown Diagram No. 59188) 90deg. 4min. 1 chain along the said side of the present road; thence by a circular convex arc having a length of 82.7 links and a radius of 33 links, through the said location, to the north-eastern side of Eighth avenue; thence 306deg. 38min. 1 chain along said side of Eighth avenue to the starting point. (Plan 1D/20, NE.)

WHEREAS the BASSENDEAN Road Board, by resolution passed at a meeting of the Board held at Bassendean on or about the 23rd day of April, 1936, resolved to open the road hereinafter described, that is to say:—

13081/04, Vol. 11.

No. 2223. Extension.—A strip of land commencing 75 links wide and widening by truncation, leaving the present road at the south-western corner of Lot 9 of Swan Location Q2 (L.T.O. Plan No. 1181) and extending (as shown L. & S. Diagram No. 59188) southward through Swan Location R to Eighth avenue. (Plan Guildford.)

WHEREAS the KOJONUP Road Board, by resolution passed at a meeting of the Board held at Kojonup on or about the 12th day of March, 1937, resolved to open the road hereinafter described, that is to say:—

5576/06.

No. 3059. Widenings:—

(1) Portion of Kojonup Location 5 bounded by lines commencing on its north-western boundary 13 chains 48 links from the junction of the southern side of Road No. 5329 with same and extending, as shown on Diagram No. 55930, 213deg. 48min. 15 chains 62.2 links and 240deg. 7min. 15 chains 50 links; thence north-eastward along the south-eastern side of the present road to the starting point.

(2) Portion of said Location 5 bounded by lines commencing on its north-western boundary 225deg. 1min. 19 chains 36.5 links and 225deg. 18 chains 38.2 links from the south corner of Location 2431 and extending (as shown Diagram No. 55930) 193deg. 15 chains 83.9 links, 201deg. 57min. 2 chains 19 links and 244deg. 42min. 27 chains 43.2 links; thence north-eastward along said north-western boundary to the starting point. (Plan 416D/40, C4.)

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

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

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

Dated this 9th day of September, 1938.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

Department of Lands and Surveys,
Perth, 9th September, 1938.

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

Balingup.

L. & S. 4139/96, Vol. II.; M.R. 982/37.

No. 51: Widenings:—

(a) Portions of Nelson Locations 481 and 23 bounded by lines commencing at the north-west corner of the former location and extending, as shown Diagram No. 59625, 137deg. 11min. 4 chains 52.5 links, 125deg. 6min. 11 chains 27.9 links, 130deg. 46min. 2 chains 75.5 links and 143deg. 51min. 2 chains 93.4 links through said locations; thence north-westward along eastern side of present road to starting point.

(b) Portion of Nelson Location 23 bounded by lines commencing on the south-western side of present road in said location, 327deg. 10min. 1 chain 58.1 links and 328deg. 21min. 7 chains 63.3 links from its east boundary and extending (as shown on said diagram) 323deg. 51min. 15.9 links through the said location; thence 120deg. 59min. 2.7 links, and 148deg. 21min. 13.4 links along said side of present road to starting point.

1a. 2r. 20.6p., being resumed from Nelson Location 481.

31.1p. being resumed from Nelson Location 23. (Plan 414C/40, D3.)

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

By order of His Excellency the Lieutenant-Governor,

M. F. TROY,
Minister for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Roads.

R. FORMBY & CO. and F. L. & E. Tallents, being the owners of land over or along which the portions of roads hereunder described pass, have applied to the Gnowangerup Road Board to close the said portions of roads, viz.:—

Gnowangerup.

1214/15.

G. 296:—The surveyed roads as hereunder set out:—

(a) Portion of Road No. 226 extending north-westward and south-eastward through Plantagenet Location 2406; from the northern side of Road No. 9861 on the south boundary of said location to a surveyed road passing along the east boundary of Location 6072.

(b) Portion of surveyed road extending eastward and westward through Plantagenet Location 2406; from the road described in paragraph (a) to the west boundary of Location 2157.

(c) The surveyed road passing along part of the west boundary of Location 2157 and through Location 3913; from the intersection of the south-western side of Road No. 226 with said boundary of Location 2157 to Road No. 9860 near the north-west corner of Location 3398. (Plans 436B/40, E2, and 436C/40, E3.)

Robert Formby & Co., Ltd.,
per R. FORMBY.

F. L. & E. Tallents,
per L. TALLENTS.

I, Felix John Grocock, on behalf of the Gnowangerup Road Board, hereby assent to the above application to close the road therein described.

F. J. GROCOCK,
Chairman Gnowangerup Road Board.

1st August, 1938.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

I, MALCOLM ALEXANDER MILNE, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Gnowangerup Road Board to close the said portion of road, viz.:—

2386/20.

G. 299:—The surveyed road in Plantagenet Location 1739, its north-western side commencing at the south-east corner of Plantagenet Location 1840 and extending north-eastward for a distance of 12 chains 8.5 links. (Plan 435/80, A3.)

MALCOLM A. MILNE.

I, Felix John Grocock, on behalf of the Gnowangerup Road Board, hereby assent to the above application to close the road therein described.

F. J. GROCOCK,
Chairman Gnowangerup Road Board.

23rd August, 1938.

Forests Department,
Perth, 2nd September, 1938.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the termination of the appointment of Mr. T. N. Stoate as Deputy Conservator of Forests as from the 15th August, 1938.

S. L. KESSELL,
Conservator of Forests.

TRANSFER OF LAND ACT, 1893.

Application No. 1666/1938.

TAKE notice that The Congregational Union of Western Australia Incorporated of Trinity Arcade Perth has made application to be registered under the Transfer of Land Act 1893 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the town of Busselton and being

Busselton Town Lot 140 containing 2 roods and two-tenths of a perch

Bounded on the north by part of the south boundary of Duchess street measuring 1 chain

On the east by the west boundary of Town Lot 141 measuring 5 chains 1 and four-tenths links

On the south by part of the north boundary of Kent street measuring 1 chain

And on the west by the east boundary of Town Lot 139 measuring 5 chains 1 and five-tenth links.

The land is more particularly defined on Plan 4152 deposited in the Office of Titles.

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to

object to the said application are hereby required to lodge in this Office on or before the 21st October next a caveat forbidding the said land being brought under the operation of the said Act.

E. E. FEWINGS,
Registrar of Titles.

Office of Titles, Perth,
this 5th September, 1938.

Olney & Neville, Perth, Solicitors for the Applicant.

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.
1938.		1938.	
Aug. 24	Dongarra Old School—Sale of (8879)	(2.30 p.m. on Tuesday) 13th September ...	Contractors' Room, Perth, and P.W.D., Geraldton, on and after Tuesday, 30th August, 1938.
Aug. 31	North Merredin School—Sale of (8880)	20th September ...	Contractors' Room, Perth, and Court House, Merredin, on and after 6th September, 1938.
Sept. 7	Waroona Police Station—New Cells and Exercise Yard (8881)	27th September ...	Contractors' Room, Perth, P.W.D., Bunbury and Court House, Pinjarra, on and after 13th September, 1938.

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

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

TOWN PLANNING AND DEVELOPMENT ACT, 1928.

(Regulation.)

Nedlands Road Board—Town Planning Scheme—Control of Tenement Houses—
Amendment to Regulation.

REGULATIONS approved and published in the *Government Gazette* on 30th October, 1936, are hereby amended by the following:—

Clause No. 6 is amended by the addition of the following:—

Provided that the Board may permit the erection of a third floor, such third floor to contain only one flat which shall be occupied by the caretaker and his family, provided the third floor shall be permitted only on a block of eight or more flats and that the architectural features of such third floor meet with the approval of the Board.

Clause No. 9 is amended by the addition of the following:—

Provided that the minimum floor area of a kitchen or kitchenette shall be 80 square feet.

Dated this 2nd day of August, 1938.

[L.S.]

W. C. BROWN,
Chairman.

A. JENKINS,
Secretary.

Recommended for the approval of the Hon. the Minister for Works in accordance with sections 5 and 8 of the Act.

DAVID L. DAVIDSON,
Chairman Town Planning Board.

Approved—

H. MILLINGTON,
Minister for Works

ROAD DISTRICTS ACT, 1919-1934.

Gnowangerup Road Board.

Department of Public Works,
Perth, 7th September, 1938.

P.W. 6354/21.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved of the purchase of land and the construction of a Golf Course thereon as a work and undertaking for which money may be borrowed under Part VII. of the Road Districts Act, 1919-1934, by the Gnowangerup Road Board.

W. S. ANDREW,
Under Secretary for Works.

ROAD DISTRICTS ACT, 1919-1934.

Mosman Park Road Board.

Department of Public Works,
Perth, 7th September, 1938.

P.W. 1239/37.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved of the remodelling of the Board's Town Hall and Offices as a work and undertaking for which money may be borrowed under Part VII. of the Road Districts Act, 1919-1934, by the Mosman Park Road Board.

W. S. ANDREW,
Under Secretary for Works.

THE ROAD DISTRICTS ACT, 1919-1934.

Wandering Road Board.

By-law *re* Discount on Rates.

P.W. 294/24.

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 Wandering 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 30th 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 the time for a period not exceeding one month.

Passed by resolution of the Wandering Road Board on the 2nd day of July, 1938.

E. H. WATTS,
Chairman.

W. C. ROBINSON,
Secretary.

Recommended—

(Sgd.) H. MILLINGTON,
Minister Controlling Local Government.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 27th day of July, 1938

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

ROAD DISTRICTS ACT, 1919-1934.

Mukinbudin Road District.

Department of Public Works,

P.W.W.S. 1058/35. Perth, 7th September, 1938.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved under the provisions of section 170 of the Road Districts Act, 1919-1934, of Well No. A.A. 541, situated on Reserve No. 20685, Location 3850, and Well No. A.A. 542, on Road Reserve between Locations 2726 and 2727, being placed under the control and management of the Mukinbudin Road Board.

W. S. ANDREW,
Under Secretary for Works.

CITY OF PERTH ENDOWMENT LANDS ACT, 1920.

City of Perth—Lease of Land.

Department of Public Works,
Perth, 7th September, 1938.

P.W. 957/35.
IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved under the provisions of section 39 of the City of Perth Endowment Lands Act, 1920, of the lease of portion of Reserve No. 16921, known as City Beach, more particularly delineated and shown in lease, by the City of Perth for the term of three years to Carolina Levina Goulet, Married Woman, of City Beach.

W. S. ANDREW,
Under Secretary for Works.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

Perth, 7th September, 1938.

M.W.S. 1101/38.

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.

Description of Proposed Works—Metropolitan Sewerage, Victoria Park District, Reticulation Area No. 7:—12-inch, 6-inch and 4-inch diameter reticulation pipe sewers, with manholes and all other apparatus connected therewith.

The Locality in which the Proposed Works will be Constructed—Portion of the City of Perth, Victoria Park Ward:—Between Bank street and Albany road, and Somerset street and Mint street, within the boundaries as described hereunder and as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6163.

The Purposes for which the Proposed Works are to be Constructed:—To connect premises with the main sewer for drainage purposes.

The Area and Parts of which are Intended to be Drained:—Commencing at a point in the centre of Carnarvon street, opposite the centre of Lakeview street and proceeding south-easterly along the centre of Carnarvon street to a point opposite the north-west boundary of Lot 341 Carnarvon street; thence north-east across Carnarvon street and along the north-west boundary of the said Lot 341 to and across the right-of-way between Carnarvon street and Beatty avenue and along the north-west boundary of Lot 322 Beatty avenue and its prolongation to the centre of Beatty avenue; thence south-east along the centre of Beatty avenue to a point opposite the south-east boundary of Lot 324 Beatty avenue; thence south-west across Beatty avenue and along the south-east boundary of the said Lot 324 to its south corner; thence south-east along the north-east boundary of the right-of-way between Carnarvon street and Beatty avenue to the west corner of Lot 331 Beatty avenue; thence north-east along the north-west boundary of the said Lot 331 and its prolongation to the centre of Beatty avenue; thence south-easterly along the centre of Beatty avenue to a point opposite the north-west boundary of Lot 809 Beatty avenue; thence north-east across Beatty avenue and along the north-west boundary of the said Lot 809 and its prolongation to the centre of the right-of-way between Beatty avenue and Bank street; thence south-easterly along the centre of the said right-of-way to a point opposite the south-east boundary of Lot 802 Beatty avenue; thence south-west across the said right-of-way and along the south-east boundary of the said Lot 802 and its prolongation to the centre of Beatty avenue; thence south-easterly along the centre of Beatty avenue to a point opposite the south-east boundary of Lot 791 Beatty avenue; thence south-west across Beatty avenue and along the south-east boundary of the said Lot 791, and its prolongation to the centre of the right-of-way between Beatty avenue and Carnarvon street; thence south-easterly along the centre of the said right-of-way to a point opposite the south-east boundary of Lot 758 Carnarvon street; thence south-west across the said right-of-way and along the south-east boundary of said Lot 758, and its prolongation to the centre of Carnarvon street; thence south-easterly along the centre of Carnarvon street and its prolongation to the centre of Somerset street; thence south-west along the centre of Somerset street and its prolongation to the centre of Albany road; thence in a generally north-westerly direction along the centre of Albany road to a point opposite the north-west boundary of Lot 438 Albany road; thence north-easterly across Albany road and along the north-west boundary of the said Lot 438, and its prolongation to the centre of right-of-way between Hubert street and Albany road; thence north-west along the centre of the said right-of-way to a point opposite the north-west boundary of part Lots 397 and 398 Hubert street; thence north-east across the said right-of-way and along the north-west boundary of the said part Lots 397 and 398, and its prolongation to the centre of Hubert street; thence south-east along the centre of Hubert street to a point opposite the north-west boundary of part Lots 352 and 353 Hubert street; thence north-east across Hubert street and along the north-west boundary of the said part Lots 352 and 353 and its prolongation to the centre of the right-of-way between Swansea and Hubert streets; thence north-west along the centre of the said right-of-way to a point opposite the north-west boundary of part Lots 310 and 311 Swansea street; thence north-east across the said right-of-way and along the north-west boundary of the said part Lots 310 and 311, and its prolongation to the centre of Swansea street; thence north-west along the centre of Swansea street to a point opposite the north-west boundary of Lot 289 Swansea street; thence north-east across Swansea street and along the north-west boundary of the said Lot 289 and its prolongation to the centre of the right-of-way between Shepperton road and Swansea street; thence south-east along the centre of the said right-of-way to a point opposite the north-west boundary of Lot 235 Shepperton road; thence north-

east across the said right-of-way, and along the north-west boundary of the said Lot 235 and its prolongation to the centre of Shepperton road; thence north-west along the centre of Shepperton road to a point opposite the centre of Lake View street; thence north-east across Shepperton road and along the centre of Lake View street and its prolongation to the point of commencement, as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6163.

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 9th day of September, 1938, 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. 689/38.

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 Area No. 50, Parts 1 and 2, Perth, within the boundaries of the Perth Road District, as hereinafter described:—

Commencing at a point in the centre of Guildford road opposite the centre of the eastern sector of Caledonian avenue and proceeding south-east across Guildford road and along the centre of Caledonian avenue to a point opposite the centre of East street; thence south-west along the centre of East street to the centre of Falkirk avenue; thence south-east along the centre of Falkirk avenue to the centre of Mount Prospect crescent; thence in a general direction south along the centre of Mount Prospect crescent to a point opposite the southern boundary of Lot 193; thence west across Mount Prospect crescent and along the southern boundary of Lot 193 to the centre of Puntie crescent; thence in a general direction south along the centre of Puntie crescent to the centre of Kathleen avenue; thence in a general direction east along the centre of Kathleen avenue to the centre of Joseph street; thence south-east along the centre of Joseph street to the centre of Peninsula road; thence west along the centre of Peninsula road to a point opposite the centre of the Drain Reserve between Lot 93 Kirkham Hill terrace and Lot 129 Peninsula road; thence south-east across Peninsula road and along the centre of the said Drain Reserve to a point opposite the southern boundary of Lot 93 Kirkham Hill terrace; thence west across the said Drain Reserve and along the southern boundary of Lot 93 Kirkham Hill terrace to the centre of Kirkham Hill terrace; thence in a southerly and westerly direction along the centre of Kirkham Hill terrace to the centre of Watson place; thence north-west along the centre of Watson place to a point opposite the southern boundary of Lot 50 Watson place; thence south-west across Watson place and along the southern boundary of Lot 50 to its southern corner; thence north-west along the western boundaries of Lots 50 to 47 inclusive to the western corner of Lot 47; thence south-west along the south-eastern boundary of Lot 34 Kirkham Hill terrace to the centre of Kirkham Hill terrace; thence in a general direction north-west along the centre of Kirkham Hill terrace to the centre of East street; thence south-west along the centre of East street to the centre of Fourth avenue; thence north-west along the centre of Fourth avenue to the centre of Deeley street; thence north-east along the centre of Deeley street to a point opposite the south-western boundary of Sub-lot 4 of Lot 335; thence north-west across Deeley street and along the south-western boundary of said Sub-lot 4 to its western corner; thence north-east along the north-western boundary of the said Sub-lot 4 to the centre of the right-of-way at the rear of Lots 5 to 8 inclusive, Fourth avenue; thence north-west along the centre of the said right-of-way to the centre of Conroy street; thence north-east along the centre of Conroy street to the centre of Central avenue; thence south-east along the centre of Central avenue to a point opposite the north-western boundary of Sub-lot 2 of Lot 257; thence north-east across Central avenue and along the north-western boundary of the said Sub-lot 2 to the south corner of Sub-lot 4 of Lot 256 Peninsula road; thence north-west along the south-western boundaries of Sub-lots 4 and 3 of Lot 256 Peninsula road to the western corner of the said Sub-

lot 3; thence north-east along the north-western boundary of the said Sub-lot 3 to the centre of Peninsula road; thence west along the centre of Peninsula road to a point opposite the western corner of Lot 246; thence north-east across Peninsula road and along the north-western boundary of the said Lot 246 to the centre of Sixth avenue; thence south-east along the centre of Sixth avenue to a point opposite the north-western boundary of Lot 238; thence north-east across Sixth avenue and along the north-western boundaries of Lots 238 Sixth avenue and 218 Seventh avenue to the centre of Seventh avenue; thence north-west along the centre of Seventh avenue to a point opposite the north-western boundary of Sub-lot 4 of Lot 192; thence north-east across Seventh avenue and along the north-western boundary of the said Sub-lot 4 to its north-eastern corner; thence north-west along the south-west boundary of Lot 190 Guildford road to the centre of Guildford road; thence east along the centre of Guildford road to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A., No. 6109.

The owner of the properties situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer, and must, therefore, connect their premises to the sewer within 30 days from the date of service of prescribed notice, and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from the 1st day of January, 1939, if premises are not previously connected, and be payable in advance. If premises are connected prior to the 1st day of January, 1939, rates will be charged from date of connection.

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

Dated this 2nd day of September, 1938, at the office of the Department, St. George's place, Perth.

GEO. H. LONG,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 100/35.

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

Perth Municipality.

1007/38—The Grove, from Lot 119 to Lot 114—south-westerly.

1008/38—Orrel avenue, from Lot 79 to Lot 78—westerly.

1027/38—Marlow street, from Lot 1316 to Lot 1315—northerly.

Bayswater Road District.

949/38—McGann street, from Lot 1 to Stone street—south-easterly. Stone street, from Lot 3 to Lot 1—south-westerly.

998/38—Roseberry street, from E. Pt. Lot 123 to E. Pt. Lot 124—south-easterly.

Canning Road District.

917/38—Clyde street, from Fremantle road to Lot 46—northerly and north-westerly.

Mosman Park Road District.

953/38—McEwan crescent, from Lot 269 to Lot 270—easterly.

Nedlands Road District.

1009/38—Baird avenue, from Lot 333 to Lot 335—northerly.

1052/38—Browne avenue, from Dalkeith road to Lot 96—easterly.

Perth Road District.

1013/38—Francis street, from Lot 71 to Lot 69—northerly.

South Perth Road District.

1014/38—King street, from Collins street to Swan Loc. 3792—north-easterly.

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

Dated at Perth this 9th day of September, 1938.

GEO. H. LONG,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 220/38.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in Extension to Area 41, Perth, within the boundaries of the City of Perth as hereinafter described.

Commencing in the centre of Dunedin street opposite the south boundary of Lot 295 Dunedin street and proceeding north along the centre of Dunedin street to a point opposite the north boundary of Lot 297 Dunedin street; thence east across Dunedin street and along the north boundary of Lot 297 Dunedin street to and across the right-of-way between Dunedin street and Girton street and along the north boundary of Lot 311 Girton street to the centre of Girton street; thence south along the centre of Girton street to a point opposite the south boundary of Lot 313 Girton street; thence west across Girton street and along the south boundary of Lot 313

Girton street to and across the right-of-way between Dunedin street and Girton street and along the south boundary of Lot 295 Dunedin street to the point of commencement, as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6160.

Owners of property situated within the boundaries of above area are hereby notified that such properties are capable of being connected to the sewer, and must, therefore, connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st November, 1938, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st November, 1938, rates will be charged from date of connection.

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

Dated this 5th day of September, 1938, at the office of the Department, St. George's place, Perth.

GEO. H. LONG,
Under Secretary.

TRAFFIC ACT, 1919-1935.

Traffic Regulations, 1936.

Additions and Amendments.

P.W. 662/37.

THE Traffic Regulations, 1936, published in the *Government Gazette* on the 26th day of August, 1936, are hereby amended as follows:—

1. Paragraph (b) of Regulation 93 is hereby amended by deleting the word "forty" in line two and inserting the words "thirty-three" in lieu thereof.

2. Paragraph (f) of Regulation 134 is deleted and the two following paragraphs inserted in lieu thereof:—

(f) ride a bicycle on any road whilst carrying any article, the carriage of which by the rider of the bicycle is likely to interfere with the proper control of the bicycle by such rider;

(g) being the owner of a bicycle, cause or suffer or permit any servant or other person to ride such bicycle on any road whilst such servant or other person is carrying any article, the carriage of which by the rider of the bicycle is likely to interfere with the proper control of the bicycle by such rider.

3. (i) Sub-regulation (1) of Regulation 137 is deleted and the following sub-regulation inserted in lieu thereof:—

(1) No person shall drive a vehicle on a road—

(a) when passing a school or hospital, turning a corner, crossing road intersections or crossing a bridge, at a speed exceeding 15 miles per hour; or

(b) within the City Block, Perth, or the City Block, Fremantle, or any municipal district or town, at a speed exceeding 25 miles per hour; or

(c) subject to sub-regulation (3) hereof, and Regulation 293 elsewhere within the metropolitan area, at a speed exceeding 30 miles per hour; or

(d) outside of the metropolitan area at a speed exceeding 40 miles per hour.

(ii) Sub-regulation (2) of Regulation 137 is deleted and the two following sub-regulations inserted in lieu thereof:—

(2a) No person shall drive a motor wagon or road tractor on any road wheresoever situated at a speed exceeding the limits specified in the tabulation hereunder:—

	Fitted with—		If drawing a trailer or semi-trailer fitted with—	
	Pneumatic tyres.	Solid tyres.	Pneumatic tyres.	Solid tyres.
	m.p.h.	m.p.h.	m.p.h.	m.p.h.
Not exceeding 45 power load weights	30	...	25	...
Not exceeding 90 power load weights	25	15	20	10
If exceeding 90 power load weights	20	10	15	8

(2b) No person shall drive a locomotive, traction engine or vehicle fitted with iron or steel tyres, on any road wheresoever situated at a speed exceeding 8 miles per hour.

4. Regulation 178 is amended as follows:—

(i) Paragraph (b) is deleted and the following inserted in lieu thereof:—

(b) The length of any load of any trailer shall, together with the vehicle to which the trailer is attached, not exceed thirty-three feet in length unless the permission in writing from the local authority in whose district it is licensed is first had and obtained.

(ii) A new paragraph is added as follows:—

(f) The overall length of a trailer including the drawbar, together with the vehicle to which it is attached, shall not exceed thirty-three feet.

5. Regulation 181 is deleted and the following inserted in lieu thereof:—

Regulation 181. (a) No motor vehicle which exceeds 26 feet in length shall draw a trailer.

(b) No motor vehicle shall draw on any road more than one trailer.

6. Paragraph (2) of Regulation 289 is amended by deleting from the tabulation thereto the words "Sherwood Court" under the heading "Road," and the words "From North to South" standing opposite the words "Sherwood Court" under the heading "Specified Direction."

7. Regulations 294, 295 and 296 are deleted and the following inserted in lieu thereof:—

Restricted Parking in City of Perth.

294. Subject as hereinafter provided no person in charge of any vehicle shall cause or permit such vehicle to stand on any portion of the streets of Perth set out in the Table hereunder for longer times than those specified for the respective periods set out in the said table:—

TABLE

Street or Part of Street.	Maximum Time.	
	Week days, 4.30 p.m. to 6.30 p.m., and Saturdays, 11 a.m. to 1.30 p.m.	All other Periods of Day or Night.
Wellington street—From William to Pier streets ...	15 minutes	15 minutes
Murray street—From Milligan to Irwin streets ...	...	15 minutes
North side between Milligan and Irwin streets	5 minutes	15 minutes
South side between King and Pier streets	No parking	15 minutes
Hay street—From Havelock to Irwin streets ...	...	15 minutes
South side between Havelock and Irwin streets	5 minutes	15 minutes
North side between Milligan and Pier streets	No parking	15 minutes
St. George's terrace—From Milligan to Irwin streets ...	15 minutes	15 minutes
William street—From Wellington street to St. George's terrace	5 minutes	15 minutes
Forrest place ...	5 minutes	15 minutes
Barrack street—From Wellington street to St. George's terrace	...	15 minutes
East side ...	5 minutes	15 minutes
West side ...	No parking	15 minutes
Pier street—From Wellington street to St. George's terrace	5 minutes	15 minutes
King street—West side ...	5 minutes	5 minutes
East side ...	No parking	No parking
Queen street—East side ...	5 minutes	5 minutes
West side ...	No parking	No parking
Howard street—East side ...	5 minutes	5 minutes
West side ...	No parking	No parking
Sherwood court—West side ...	5 minutes	5 minutes
East side ...	No parking	No parking
Irwin street—East side ...	No parking	No parking
Roe street—From Milligan to William streets, south side	No parking	No parking
Railway parade—From Havelock street to Charles street, south side	No parking	No parking
Ocean drive, City beach—From plank road to Boulevard	No parking	No parking
Albany road, Victoria Park—North side from point 284ft. west of the western building alignment of Mint street, extending Westward for a distance of 167ft.	No parking	No parking

Provided that nothing in this regulation nor in regulations numbered 295 and 296 following, shall—

(i) render it unlawful for a vehicle to be stopped a sufficient time for a person to enter or alight from the vehicle;

(ii) affect the right of any omnibus or other passenger vehicle plying for hire or reward to stand in any part of any street which under any law or regulation for the time being in force has been prescribed as a stand for such omnibus or other passenger vehicle aforesaid.

Restricted Parking in City of Fremantle.

295. Subject to the proviso in Regulation 294, no person in charge of any vehicle shall cause or permit such vehicle to stand on any portion of the streets of Fremantle set out in the table hereunder for longer times than those specified for the respective periods set out in the said table:—

TABLE

Street or Part of Street.	Maximum Time.	
	Week days, 4.30 p.m. to 6.30 p.m., and Saturdays, 11 a.m. to 1.30 p.m.	All other Periods of Day or Night.
Cliff street—Between High and Phillimore streets ...	No parking	No parking
Mouatt street—West side	15 minutes	15 minutes
East side	No parking	No parking
Henry street—East side	15 minutes	15 minutes
West side	No parking	No parking
Pakenham street	15 minutes	15 minutes
Market street—From Elder place to South terrace ...	...	15 minutes
East side	No parking	15 minutes
South terrace—From Market street to Norfolk street ...	15 minutes	15 minutes
William street	15 minutes	15 minutes
Adelaide street—(a) North side from High street to Queen street	No parking	15 minutes
(b) South side, 70ft. eastward from corner of High street	No parking	No parking
(c) North side, 120ft. eastward from corner of High street	No parking	No parking
(d) All other parts from High to Point streets	15 minutes	15 minutes
Queen street—West side	15 minutes	15 minutes
Cantonment street—South side	15 minutes	15 minutes
North side	Parking must be parallel to kerbing	
Parry street—East side between Ellen and Quarry streets	No parking on Saturdays or Public Holidays	
Leake street—North side	15 minutes	15 minutes
South side	No parking	No parking
High street—North side from Henry street to Queen street	No parking	15 minutes
Both sides between Market and Adelaide streets	No parking	No parking
All other parts	15 minutes	15 minutes
Bannister street	15 minutes	15 minutes

Restricted Parking Outside the Cities of Perth and Fremantle.

296. Subject to the proviso in Regulation 294 no person in charge of any vehicle shall cause or permit such vehicle to stand—

- (a) (i) On that portion of Marine parade, Cottesloe, commencing at a point five chains south of Forrest street and extending to a point eight chains north of John street;
- (ii) On Warnham road, Cottesloe;
- (iii) On John street, Cottesloe, from the intersection of Marine parade to a point five chains east thereof;
- (iv) On Forrest street, Cottesloe, from the intersection of Marine parade to a point five chains east thereof.
- (b) On any portion of Melville parade, South Perth, between Preston and Ednah streets.

8. Regulation 312 is amended by deleting therefrom the words "In the City Block, Perth, and the City Block, Fremantle, as hereinbefore described," in lines one and two thereof, and by adding the words "or Traffic Inspector" after the word "Officers" in the last line thereof.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this
day of ; 1938.

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

WATER BOARDS ACT, 1904-1937.

Manjimup Water Board.

P.W.W.S. 299/35.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has approved under the provisions of section 113 of the Water Boards Act, 1904-1937, of the Manjimup Water Board borrowing the sum of One thousand three hundred pounds (£1,300) for the construction of works for the supply of water.

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

THE WATER BOARDS ACT 1904.

(Section 79.)

Dangin-Quairading Water Board.

NOTICE is hereby given that the Rate Book of the Quairading Water Area has been made up for the year 1938-1939, and may be inspected by Ratepayers, during ordinary office hours.

(Section 94.)

Notice is hereby given that His Excellency the Lieutenant-Governor has approved, under the powers con-

ferred by the Act, the Dangin-Quairading Water Board levying and ordering a Rate of Two shillings and threepence in the Pound, with a Minimum Rate of One pound, to be made and levied for the year ending 30th June, 1939, upon all rateable land in the Quairading Water Area, as shown by the Rate Book, and such Rate is payable forthwith, in accordance with the by-laws made under the aforesaid Act.

A memorandum to this effect has been duly entered in the Rate Book and signed.

J. R. T. KEAST,
Secretary.

THE WATER BOARDS ACT 1904.

(Section 79.)

Dangin-Quairading Water Board.

NOTICE is hereby given that the Rate Book of the Dangin Water Area has been made up for the year 1938-1939 and may be inspected by Ratepayers during ordinary office hours.

(Section 94.)

Notice is hereby given that under the powers conferred by the above Act, the Dangin-Quairading Water Board has ordered a Rate of One shilling and sixpence in the Pound, with a Minimum Rate of One pound, to be made and levied for the year ending 30th June, 1939, upon all rateable land in the Dangin Water Area, as shown by the Rate Book, and such Rate is payable forthwith, in accordance with the by-laws made under the aforesaid Act.

A memorandum to this effect has been duly entered in the Rate Book and signed.

J. R. T. KEAST,
Secretary.

MUNICIPAL CORPORATIONS ACT, 1906.

Municipality of Geraldton.

P.W. 1365/35.

A BY-LAW of the Municipality of Geraldton made under section 179 of the Municipal Corporations Act, 1906, and numbered clause 5 of By-law No. 33 for regu-

lating the keeping of dogs and the management of park lands and public reserves.

In pursuance of the powers conferred by the said Act the Mayor and Councillors of the Municipality of Geraldton order as follows:—

By-law 33 of the by-laws of the municipality published in the *Government Gazette* on the 14th day of February 1930, is amended by the insertion of the following clause after clause 4 thereof:—

5. No person shall cause or permit any dog, of which he is the owner, or which shall be in his possession or care or under his control, to enter or be upon the public reserve known as Victoria Square, situated at the corner of Augustus street and Francis street, or upon the public reserve known as Queen's Park, situated at the corner of Cathedral avenue and Sandford street:

Provided, however, that, notwithstanding this clause, any person may have a dog upon either of such reserves if it is securely kept in a motor car or other vehicle while it is there. Penalty £5.

Passed this 27th day of July, 1938.

(L.S.) R. CARSON,
Mayor.
R. W. CARTER,
Town Clerk.

Recommended—

(Sgd.) H. MILLINGTON,
Minister Controlling Local Government.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 18th day of August, 1938.

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

THE ROAD DISTRICTS ACT, 1919-34.

Road Board Elections.

Department of Public Works,
Perth, 6th September, 1938.

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.					
Dundas ...	1938. Aug. 27	Warne ...	Albert James ...	Norseman	Miner ...	(b)	McGrath, F. J. ...	...
Kojonup ...	Aug. 27	O'Halloran ...	Nicholas Bayly ...	Namarillup	Farmer ...	(c)	Fergusson, A. ...	...

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

Western Australia.

THE FACTORIES AND SHOPS ACT, 1920-37.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased, in connection with the Poll to be held in the Kalgoorlie, Boulder, Brown Hill-Ivanhoe and Hannans Shop District, on Wednesday, the 28th September, 1938, to approve of the appointment of George Lionel Gannon, Jack Herbert Godfrey, and Edward Charles Holmes as Deputy Returning Officers; and also to appoint the undermentioned polling places:—

Kalgoorlie.

Town Hall, Kalgoorlie (Chief Polling Place).
Bloom's Store, 438 Hannan street, Kalgoorlie.
Carbarn Dining Rooms, 55 Boulder road, Kalgoorlie.
Parish Hall, Brookman street, Kalgoorlie.
Poundkeeper's Cottage, Chapple street, Kalgoorlie.

Boulder.

Town Hall, Boulder.
Mrs. Jones' Residence, 67 Hopkins street, Boulder.
Wills' Store, 42 York street, Boulder.

Brown Hill-Ivanhoe.

Fire Station, South Kalgoorlie.
High School Gymnasium, Boulder.
Maffina's Garage, Gallagher street, Fimiston.
Mrs. Fuller's Residence, 6 Barton street, Williams-town.
Mrs. J. Moseley's Residence, 20 Lake street, Trafalgar.
Railway Station, Parkestown.
State School-house, Brown Hill.
Wishart's Residence, 18 Broad Arrow road. East Kalgoorlie.

Hannans.

North Kalgoorlie School.
 South Kalgoorlie School.
 South Boulder School.
 Mrs. Dolan's Residence, 116 Bourke street, Kalgoorlie.
 Mrs. Pratt's Residence, 516 Hannan street, Kalgoorlie.
 Harley street Church, Kalgoorlie.
 Bowden & Smith's Store, Broad Arrow.
 Lakeside School.

(Sgd.) A. R. G. HAWKE,
 Minister for Labour.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 2nd day of September, 1938.

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

THE INDUSTRIAL ARBITRATION ACT, 1912-1935.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, pursuant to section 107 of the Industrial Arbitration Act, 1912-1935, of the appointment of W. Hammond as Workers' Representative in place of Edward Griffiths on the Industrial Board appointed for the calling or industry contained in the undermentioned Reference of Dispute:—

The Coastal and Eastern Goldfields Water Supply, Sewerage, and Drainage Employees' Union of Workers, Perth, W.A., Applicant, and the Hon. Minister for Water Supply, Sewerage, and Drainage, Respondent.

Metropolitan Section.

S. FISHER,
 Secretary for Labour.

2nd September, 1938.

Department of Agriculture,
 Perth, 7th September, 1938.

Agric. No. 1919/25; Ex. Co. No. 2128.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Frank Cooper Greenhill as an Inspector under the Stock Diseases Act, 1895.

(Sgd.) L. JONES,
 Under Secretary for Agriculture.

Department of Agriculture,
 Perth, 5th September, 1938.

Agric. No. 2070/25; Ex. Co. No. 2105.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 4 of the Noxious Weeds Act, 1924, of the weed *Caltrop* (*Tribulus terrestris* Linn.) being declared a Noxious Weed within the boundaries of the Merredin Road Board District.

(Sgd.) L. JONES,
 Under Secretary for Agriculture.

VERMIN ACT, 1918, AS AMENDED.

Department of Agriculture,
 Perth, 2nd September, 1938.

IT is hereby ordered by the undersigned, the Minister charged with the administration of the Vermin Act, 1918, and its amendments, that the amount of the Rate to be paid to the said Minister during the financial year ending the 30th day of June next, under section 100 (a) of the said Act (as amended) shall be, and is hereby fixed at the sum of One halfpenny in the Pound on the unimproved capital value of land held under pastoral lease, and One farthing in the Pound on the unimproved capital value of other holdings, as assessed in manner prescribed in the said section; and I, the said Minister, require the Commissioner of Taxation to collect the amount of such Rate, and the said Commissioner is accordingly authorised to demand payment of the said Rate, and of all amounts assessed in respect thereof, and to recover the same in default of payment as provided in the said section.

Dated 2nd September, 1938.

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

APPOINTMENT.

Department of Mines,
 Perth, 2nd September, 1938.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve the following appointment, viz.:—

975/14.—Hood, James Chalmers, as Acting Supervising Chemist and Toxicologist at the Government Chemical Laboratory as from the 22nd day of August, 1938.

A. H. TELFER,
 Under Secretary for Mines.

MINES REGULATION ACT, 1906.

Department of Mines,
 M.D. 1151/38. Perth, 2nd September, 1938.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to amend the Regulations under the above Act, by deleting clauses (b) and (c) of regulation 10, and substituting in lieu thereof new clauses as set forth hereunder:—

(b) A person who holds a degree, or, not having matriculated, has passed all examinations prescribed for the course in civil or mining engineering of an Australian University, or of any University recognised by an Australian University, and who produces satisfactory evidence of having for not less than 12 months assisted to make underground surveys under a surveyor qualified under this regulation, or under a surveyor in Australia or New Zealand whose qualifications are deemed by the persons appointed by the Minister to investigate to be equal thereto.

(c) A person who holds the certificate of Mine Surveyor from the School of Mines of Western Australia or who holds certificates from any other School of Mines or Technical College deemed equivalent thereto by the persons appointed by the Minister to investigate, and who produces satisfactory evidence that he has assisted to make underground surveys for not less than twelve months under a surveyor qualified under this regulation or under a surveyor in Australia or New Zealand whose qualifications are deemed by the Minister to investigate to be equal thereto by the persons appointed by the Minister to investigate.

A. H. PANTON,
 Minister for Mines.

MINES REGULATION ACT, 1906, AND MINES REGULATION ACT AMENDMENT ACT, 1915.

Appointments.

Department of Mines,
 Perth, 2nd September, 1938.

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

248/38.—Birch, Thomas Arthur, as Workmen's Inspector of Mines, for the Mount Margaret and North Coolgardie Goldfields, until the 30th day of June, 1940.

1421/38.—Boyce, William Ernest, as Workmen's Inspector of Mines, for the Mining District comprising Cue, Day Dawn, Mount Magnet and Black Range Districts; Yalgoo Goldfield and Northampton Mineral Field, until the 30th day of June, 1940.

A. H. TELFER,
 Under Secretary for Mines.

THE MINING ACT, 1904.

Appointments.

Department of Mines,
 Perth, 2nd September, 1938.

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

1983/36.—Forward, Hopetoun Edgar, as Acting Mining Registrar, Northampton, during absence on leave of Alexander McCaskill, from the 22nd day of August, 1938, to the 10th day of September, 1938.

1446/38.—Robertson, John Finlayson, as Acting Mining Registrar, Laverton, vice Arthur Lane Francis Taylor, transferred.

A. H. TELFER,
 Under Secretary for Mines.

THE MINING ACT, 1904.

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

Department of Mines,
Perth, 26th August, 1938.

IN accordance with section 97 of the Mining Act, 1904, notice is hereby given that, unless the rent due on the undermentioned Leases be paid on or before the 23rd day of September, 1938, 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,
Under Secretary for Mines.

ASHBURTON GOLDFIELD.

- 40—BELVEDERE: Valli, Giuseppe; Ronzio, Martin; Alderson, George.
41—BELVEDERE No. 2: Alderson, George; Ronzio, Martin; Valli, Giuseppe.

Mineral Lease.

- 110—SILVER KING LEAD MINE: Edgar, William; Lowe, William Joseph; Laughridge, James Henry; Galvin, Roy Joseph.

Sluicing and Dredging Leases.

- 1—... : Hack, Meora Stephen.
2—GOLDEN GULLY No. 2: Ashburton Sluicing Company, Limited.

BROAD ARROW GOLDFIELD.

- 1336W—SLIPPERY GIMLET: Associated Northern Ora Banda, No Liability.
1399W—GIMLET SOUTH EXTENDED: Associated Northern Ora Banda, No Liability.
1833W—ZOROASTRIAN: Rustand, Helen; Farrar, Tom; Farrar, Arthur Gordon; Richards, Annabella; Deering, Arthur Henry; Forbes, James Alexander.
1936W—WENTWORTH: Dundas Gold Mines, No Liability.
1958W—GRACE DARLING: Haddow, John.
1962W—LADY ROSINA: Ora Banda Amalgamated Mines, No Liability.
1966W—CARNBE: Ora Banda Amalgamated Mines, No Liability.
1967W—McKENZIE'S FIND: Ora Banda Amalgamated Mines, No Liability.
1970W—LADY ROSINA EXTENDED: Ora Banda Amalgamated Mines, No Liability.
2020W—MOPOKE SOUTH EXTENDED: Ora Banda United Mines, Limited.
2028W—BIG FOUR: Wood, William Henry.
2044W—SLIPPERY GIMLET SOUTH EXTENDED: Associated Northern Ora Banda, No Liability.
2045W—SLIPPERY GIMLET SOUTH: Associated Northern Ora Banda, No Liability.
2089W—ZOROASTRIAN NORTH: Rustand, Helen; Farrar, Tom; Farrar, Arthur Gordon; Richards, Annabella; Forbes, James Alexander; Deering, Arthur Henry.
2102W—DESPATCH: Harris, John.
2111W—HALL'S EXTENDED: Ora Banda Amalgamated Mines, No Liability.
2112W—NICHOLSONS EXTENDED: Ora Banda Amalgamated Mines, No Liability.
2117W—MISSED CHANCE: Murray, James Duncan; Rickwood, George Henry; Bowden, Charles Daniel.
2119W—NICHOLSON'S DEEPS: Ora Banda Amalgamated Mines, No Liability.
2120W—NICHOLSON'S WEST EXTENDED: Ora Banda Amalgamated Mines, No Liability.
2130W—OVERSIGHT SOUTH: B.A.N.Z. Mines, Limited.
2131W—OVERSIGHT NORTH: B.A.N.Z. Mines, Limited.
2139W—MOUNTAIN MAID: Duke, Angus William; Duke, Henry.
2156W—MISS CATHERINE: Salt, George.

Miner's Homestead Lease.

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

COOLGARDIE GOLDFIELD.

- 5218—GREAT WESTERN: Waples, John Thomas.
5225—QUEEN EXTENDED: Gill, William.
5245—TINDALS No. 1: Consolidated Gold Mines of Coolgardie, Limited.
5246—TINDALS No. 2: Consolidated Gold Mines of Coolgardie, Limited.
5247—TINDALS No. 3: Consolidated Gold Mines of Coolgardie, Limited.
5248—BIG BLOW: Consolidated Gold Mines of Coolgardie, Limited.
5250—VICE REGAL: Counihan, John; Moran, Michael.
5259—TINDAL'S CENTRAL: Consolidated Gold Mines of Coolgardie, Limited.
5287—EUNDYNIE: Stewart, Alan.
5293—TWO BOYS: Bermingham, James; Bermingham, John Patrick.
5295—EMPRESS OF COOLGARDIE: Consolidated Gold Mines of Coolgardie, Limited.
5296—TINDAL'S CENTRAL EXTENDED: Consolidated Gold Mines of Coolgardie, Limited.
5297—DREADNOUGHT EXTENDED: Consolidated Gold Mines of Coolgardie, Limited.
5317—FRANK: Consolidated Gold Mines of Coolgardie, Limited.
5318—ALICIA: Tindals Central Gold Mines of Coolgardie, W.A., Limited.
5328—DREADNOUGHT: Consolidated Gold Mines of Coolgardie, Limited.
5330—UNDAUNTED: Consolidated Gold Mines of Coolgardie, Limited.
5333—DREADNOUGHT CENTRAL: Consolidated Gold Mines of Coolgardie, Limited.
5334—NORTH DREADNOUGHT: Consolidated Gold Mines of Coolgardie, Limited.
5337—DREADNOUGHT EAST: Tindals Central Gold Mines of Coolgardie, W.A., Limited.
5343—DREADNOUGHT CONSOLS: Tindals Central Gold Mines of Coolgardie, W.A., Limited.
5384—LINDSAY'S GOLD MINE: Herron, Archibald.
5402—CHRISTMAS BOX: Quinlan, John Joseph; Seahill, Ernest.
5407—ROSE HILL UNITED: Lydon, Michael; Moran, Michael; Gill, William.
5417—BERNARD FRANK: Frank, Gerald Francis.
5432—MAIN STAY: Park, John Jack; Frank, Henry Bernard Joseph.
5454—WESTRAAD: Carroll, John.
5466—TINDALS SOUTH: Consolidated Gold Mines of Coolgardie, Limited.
5473—GROSMONT: Jollands, Edward.
5481—TINDALS NORTH No. 3: Consolidated Gold Mines of Coolgardie, Limited.
5482—TINDALS NORTH No. 2: Consolidated Gold Mines of Coolgardie, Limited.
5483—TINDALS NORTH No. 1: Consolidated Gold Mines of Coolgardie, Limited.
5484—TINDALS NORTH No. 4: Consolidated Gold Mines of Coolgardie, Limited.
5486—LADY CARMEN: Consolidated Gold Mines of Coolgardie, Limited.
5488—TINDALS No. 3 WEST: Consolidated Gold Mines of Coolgardie, Limited.
5491—CUMBERLAND: Bell, Thomas.
5502—FLAGSTAFF: Consolidated Gold Mines of Coolgardie, Limited.
5504—TINDALS No. 4 WEST: Consolidated Gold Mines of Coolgardie, Limited.
5505—EMPRESS OF COOLGARDIE SOUTH: Consolidated Gold Mines of Coolgardie, Limited.
5525—PATCH: Bermingham, James; Bermingham, John Patrick.

COOLGARDIE GOLDFIELD—*continued.*

- 5526—TWO BOYS NORTH: Bermingham, James; Bermingham, John Patrick.
 5527—GREEN RIBBON: Bermingham, James; Bermingham, John Patrick.
 5531—WALLABY: Jebb, John Henry.
 5532—TINDALS EAST: Consolidated Gold Mines of Coolgardie, Limited.
 5548—GREAT HOPE: Consolidated Gold Mines of Coolgardie, Limited.
 5557—CALEDONIA: Beccaria, Anna.
 5573—TERI-BUS: Wallis, Percy Edward; Hartley, Robert.
 5574—PHAETON: Martin, Lawrence Howard.
 5575—IRON RIDGE: Hammer, Arthur Stanley.
 5576—CARDIFF CASTLE: O'Callaghan, Patrick Anthony.
 5584—LONDONDERRY: Taylor, John Valentine.
 5585—GLEESON'S: Pringle, William Joseph; McInnes, Edward William; Bates, Robert Webster.
 5587—GIFT WEST: Carson, Arthur Joseph.
 5588—COMMONWEALTH: Joyce, Frank Joseph.

Kununalling District.

- 902S—NEWHAVEN: Ryan, James Thomas; Manning, Harry.
 913S—NEW AUSTRALIA: Golden Bounty Syndicate, Limited.
 914S—KIORO: Crawford, James Miller.
 928S—GOULDBOURN: Crawford, James Miller.
 950S—HANDS ACROSS THE SEA NORTH: Pimley, Frank.
 978S—WOTAN: Burns, Robert William; Burns, George Albert.
 984S—LAST CHANCE: Donaldson, John Fearon; Hewitt, Hubert Lewin.

DUNDAS GOLDFIELD.

- 1317—O.K.: O.K. Gold Mines, No Liability.
 1347—OLD MILLER: Lady Miller Gold Mines, No Liability.
 1353—VINI: Lady Miller Gold Mines, No Liability.
 1405—O.K. EAST: O.K. Gold Mines, No Liability.
 1406—LADY MILLER WEST: Lady Miller Gold Mines, No Liability.
 1480—O.K. WEST: O.K. Gold Mines, No Liability.
 1499—PENNESHAW SOUTH: Baker, Gilbert Windsor; Baker, Herbert.
 1506—PENINSULA: Sharpe, Clifford.
 1508—PENNESHAW SOUTH EXTENDED: Norseman Gold Mines, No Liability.
 1516—SURPRISE: Maguire, William.
 1517—BLUE BIRD SOUTH: Crudace, Peter Mellamby; Crudace, William Charles; Smith, David.

Miner's Homestead Lease.

- 71—VENTURE: Gianoni, Angelo; Orsi, Battisto.

EAST COOLGARDIE GOLDFIELD.

- 5415E—RETURN: Wood, William Henry.
 5466E—SOUTH STAR: Saunders, Sydney James.
 5468E—PHARLAP: Nunn, Edward.
 5486E—OLYMPIAN: O'Keefe, John.
 5491E—CROESUS CONSOLIDATED: Golden Mile Block 45, No Liability.
 5512E—GOLDEN MILE NORTH: Hill, William Campbell Joseph.
 5519E—HANNANS ENTERPRISE: Peart, James; Mayman, William George.
 5521E—BLOCK FORTY FIVE: Golden Mile Block 45, No Liability.
 5530E—KAPAI NORTH: Gillett, Bernard St. Patrick.
 5531E—CASSIDY'S HILL: McClintock, Albert Scott.
 5542E—GOLDEN MILE SOUTH: Solomon, Joseph Francis.
 5549E—MARITANA HILL: Allen, James Semmens.
 5552E—TRAFALGAR: Jervis, William Alfred.
 5561E—DRUSILLA: Bourke, William; Jeanes, James Henry.
 5625E—KAPAI: Fergus, Austin Wilfred; Trenwith, Thomas; Winter, Frederick George.
 5626E—URDUS: Golden Mile Block 45, No Liability.
 5647E—GOLDEN CROSS: The Broken Hill Proprietary Company, Limited.
 5684E—GREEN GODESS: Gillett, Bernard St. Patrick; Hodgson, George.

EAST COOLGARDIE GOLDFIELD—*continued.*

- 5716E—TWO B's: Gladstone, William Ellison; McCorkindale, Robert.
 5735E—BONNIE LASS: Crispe, Albert Edward; Winter, Michael; Coyne, Peter Henry.
 5737E—GOLDEN MILE CHANNEL: Mohr John.
 5741E—MARIA: Morabito, Pietro; Teraca, Antonio; Morabito, Peter.
 5771E—BROWN HILL JUNCTION: Winter, Frederick George.
 5794E—HAPPY JACK: Holznagel, Gustav.
 5795E—TRANSVAAL: Franich, Cviton; Hughes, Harold Donald; Jones, Robert Load Cecil.
 5796E—TWENTY GRAND: Jenkinson, Ernest William George; Starr, Bertram.
 5803E—MENTOR: Wood, William Henry.
 5830E—BARON: Solomon, Joseph Francis; Solomon, Baron Herbert.
 5843E—CORONATION SOUTH: Hehir, Jack Power.
 5853E—PARINGA JUNCTION: Polkinghorne, Harry Louis.
 5854E—PARINGA JUNCTION NORTH: Polkinghorne, Harry Louis.
 5855E—PARINGA JUNCTION SOUTH: Polkinghorne, Harry Louis.
 5859E—HIDDEN SECRET: Williams, William John.
 5860E—GRIFFIN: Dugdale, Helen Blanche.

Miner's Homestead Lease.

- 266E—HEHIR'S FARM: Hehir, Cornelius Patrick.

EAST MURCHISON GOLDFIELD.

- 1238—VANGUARD: Maund, William.
 1314—WESTRALIA: McCowan, John Darroch; Macquarrie, Archibald Neil; Maund, Donald Barrie.
 1315—GOLDEN PROMISE: Allison, James.

Mineral Lease.

- 30—LIMEKILN: McPherson, Charles.

Black Range District.

- 953B—SWAN BITTER: Swan Bitter Gold Mining Company, No Liability.
 1002B—SWAN BITTER No. 3: Swan Bitter Gold Mining Company, No Liability.
 1046B—CAMBERRA: Chalker, Thomas Archer; Pascall, Alan George.
 1047B—DALMATION: Parkinson, Tom; Birin, Don; Vlahov, Andrija.

Wiluna District.

- 466J—SIMMS FIND: Seeghi, Paolo; Guidi, Ottorino; Triangola, Antonio; Finch, John.
 552J—FLORENCE No. 3: Bradborn, Joseph Fielding.
 587J—BILL'S FIND: Markovich, Blagato; Hodgkinson, Harry John.
 625J—PALMER'S PUZZLE: Palmer, Alfred Bisham.
 630J—NORTH BRILLIANT REDUCED: Welsh, Frank Henry; Hancock, John Frederick.
 631J—BRILLIANT REDUCED: Nordenson, Peter.

KIMBERLEY GOLDFIELD.

- 86—PROMISED LAND: Downing, Michael John; Smith, Robert Richard.

MOUNT MARGARET GOLDFIELD.

- 2216T—BERIA MAIN LODE: Kesich, Joseph Franich.
 2229T—IDA H.: Smith, George Noel Bernhard; Winter, Frederick George.
 2332T—ROKA: Kesich, Ivan.
 2383T—NUNGUL: Hays, Charles Finlay.

Sluicing and Dredging Lease.

- 1T—EURO SLUICING SYNDICATE: Wells, Jack Medworth; Harris, Thomas Henry; O'Meagher, Percy Edgar; Hedley, John McKenzie; Walls, Isaac; Harris, Lance.

Mount Malcolm District.

- 1557C—TOWER HILL: Flynn, Michael.
 1594C—HARBOUR LIGHTS: Leonora Central Gold Mining Company, No Liability.
 1701C—NEW YEAR GIFT: Matchitch, Lazar.
 1725C—BANNOCKBURN: Waldeck, Bruce Parker.
 1760C—MIGHTY SPLASH: Castledine, George Andrew.

MT. MARGARET GOLDFIELD—*continued.**Mount Morgans District.*

- 399F—GUEST: Morgans Gold Mines, Limited.
 400F—WESTRALIA NORTH: Dods, John Nisbet.
 504F—SANDS No. 1: Morgans Gold Mines, Limited.
 505F—SANDS No. 2: Morgans Gold Mines, Limited.
 506F—HOMESTEAD No. 1: Morgans Gold Mines, Limited.
 507F—HOMESTEAD No. 2: Morgans Gold Mines, Limited.

MURCHISON GOLDFIELD.

- 2084—TROVATO di PIETRO: Della Bona, Gim; Panizza, Domenico.
 2175—GOLDEN GATE: Poletti, Gildo; Ricci, Battista; Moraschini, Pietro; Caroli, Giuseppe; Savardi, Martino.
 2176—KINGFIELD: Glanfield, Harry; Cocking, Thomas.
 2182—DESERT GOLD: Watts, George; Aiberti, Giulio; Aiberti, Annibale.

Meekatharra District.

- 1552N—UNITED: Mines Selection of Western Australia, Limited.
 1565N—NEW GWALIA: Mines Selection of Western Australia, Limited.
 1569N—COMMODORE: Mines Selection of Western Australia, Limited.
 1574N—ROUGH UP: Palmer, Thomas Worsley; Peterson, Alfred Christian.
 1582N—PEARL: Threadgold, Eric Bleechmore.
 1583N—MACQUARRIE: Mines Selection of Western Australia, Limited.
 1584N—MACQUARRIE SOUTH: Mines Selection of Western Australia, Limited.
 1594N—LUCKY HIT: Mines Selection of Western Australia, Limited.
 1605N—COMMODORE WEST: Mines Selection of Western Australia, Limited.
 1633N—MICKY DOOLAN: Mines Selection of Western Australia, Limited.
 1634N—COMMONWEALTH: Quinns Gold Mines, Limited.
 1635N—COMMONWEALTH EAST: Quinns Gold Mines, Limited.
 1646N—PHOENIX: Mines Selection of Western Australia, Limited.
 1647N—PHOENIX NORTH: Mines Selection of Western Australia, Limited.
 1654N—MARY: Mines Selection of Western Australia, Limited.
 1726N—MURCHISON KING: Duff, Mary; White, Clarence; Omond, William; O'Mara, Frank.
 1735N—HALCYON EXTENDED: Rinaldi, Robert; Flynn, John.
 1745N—COMMONWEALTH EAST EXTENDED: Quinns Gold Mines, Limited.
 1756N—NEW GWALIA WEST: Mines Selection of Western Australia, Limited.
 1765N—DANUBE: Mann, John.
 1775N—RICKETY KATE: Mines Selection of Western Australia, Limited.
 1807N—ROCKLEE: O'Neill, Lindsay Howard.

Mount Magnet District.

- 1275M—CASCADE: Hayden, Patrick Joseph; Scott, William Robert; Sims, Stephen Spencer.
 1281M—SATURN: Parkinson, William Jones.
 1332M—FINE CUT: Gollan, Collin Francis Joseph; Way, Rita.
 1339M—MARS: Rieger, William Henry; Coulthard, Joseph.
 1353M—HILL CREST: Burt, Joseph Charles.
 1360M—BUCCANEER: Burns, Frank.
 1363M—WHEEL NORTH: Fowler, Frederick Joseph; Nicholas, George Ralph.

NORTHAMPTON MINERAL FIELD.

Private Property.

- 20PP—SURPRISE SOUTH EXTENDED: O'Connor, Michael; Hayes, Monica.
 24PP—SPRINGVALE: Tarcoola Blocks Mines, No Liability.

NORTH COOLGARDIE GOLDFIELD.

Menzies District.

- 5520Z—MIGNONETTE: Riccardi, Agostino; Epis, Rina; Epis, Toni.
 5542Z—GOOD BLOCK LEASE: Epis, Martin; Epis, Toni.
 5543Z—BLACK SWAN: Epis, Betty.
 5546Z—TORBAY: Hawkins, Harry.
 5590Z—KING OF THE HILLS: Winter, Frederick George.
 5591Z—POST TOWN: Winter, Frederick George.
 5597Z—UNEXPECTED: Gapes, Richard.
 5626Z—BUNGARRA: Thomas, Frank; Hillier, Albert George.
 5629Z—LADY BEA: Blackmore, Mabel.
 5658Z—CARIDA: Bond, Sidney; Tyler, George Spencer; Corbett, Thomas William.
 5667Z—GOLDEN RIDGE: Pascoe, Richard Alexander; Fernie, Robert McGregor; Douglas, Stanley Holbrook.
 5668Z—FEDERATION: Beccarelli, Louis.
 5676Z—CORONATION: Pomi, Luis; Bona, Lorenzo; Marchetti, Peter.

Niagara District.

- 810G—TWO D'S: Bright, William.
 811G—TWO D'S WEST: Bright, William.
 868G—ALTONA: Wilkinson, Ronald Henry.
 872G—MARGORY: Fitzpatrick, Patrick John.
 873G—PETER PAN: Quistini, Peter; Fitzpatrick, Joseph James; Fitzpatrick, Patrick John.
 900G—WARATAH: Macdonald, Hugh; Moore, William Archibald; Webb, Herbert George.

Ullaring District.

- 1016U—NEW CALLION: Goodman, John Berkeley.
 1033U—WAIHI: Trip, Emma Amelia Van Vierssen.
 1051U—GOLDEN POLE: Trip, Emma Amelia Van Vierssen.
 1074U—TWO CHINAMEN: Carrott, John Willows.

Yerilla District.

- 1080R—PATRICIA REWARD: Kimberley Oil Options, No Liability.
 1081R—PATRICIA SOUTH: Kimberley Oil Options, No Liability.
 1126R—CHATEAU TANUNDA: Edjudina Gold Mining Company, No Liability.
 1133R—YARRI WEST: Edjudina Gold Mining Company, No Liability.
 1162R—WALLABY CENTRAL: Holznagel, Gustav; Smith, John Jackson; Stene, Sverre; Smith, John Edward.
 1163R—BLOCK No. 1: Edjudina Gold Mining Company, No Liability.
 1164R—BLOCK No. 2: Edjudina Gold Mining Company, No Liability.
 1165R—BLOCK No. 3: Edjudina Gold Mining Company, No Liability.
 1166R—BLOCK No. 4: Edjudina Gold Mining Company, No Liability.
 1167R—BLOCK No. 5: Edjudina Gold Mining Company, No Liability.
 1168R—BLOCK No. 6: Edjudina Gold Mining Company, No Liability.
 1171R—PARAGON: Edjudina Gold Mining Company, No Liability.
 1172R—GOLDEN ECLIPSE: Edjudina Gold Mining Company, No Liability.
 1175R—FLORENCE: Edjudina Gold Mining Company, No Liability.
 1176R—YILGANGIE QUEEN: Heppingstone, David; Heppingstone, Ian David; Palmer, Charles William.
 1180R—CHATEAU No. 4: Edjudina Gold Mining Company, No Liability.
 1187R—WALLABY: Holznagel, Gustav; Smith, John Jackson; Stene, Sverre; Smith, John Edward.
 1192R—YILGANGIE NORTH: Yilgange Queen Gold Mining Company, No Liability.

NORTH-EAST COOLGARDIE GOLDFIELD.

Kanowna District.

- 1532N—SIRDAR: Leslie, Frederick Henry.
 1534X—STAR OF GORDON: Levis, Mark; Tomasich, Ivan; Rulyancich, George.

NORTH-EAST COOLGARDIE GOLDFIELD—*contd.**Kurnalpi District.*

449K—V.R.C.: Faulkner, Patrick John; Faulkner, John Francis; Taylor, Harry.

PEAK HILL GOLDFIELD.

514P—JASPER BAR: Coumbes, Reuben Gordon.

541P—MT. SEABROOK No. 1: Mount Seabrook Gold Mines, Limited.

542P—MT. SEABROOK No. 2: Mount Seabrook Gold Mines, Limited.

PHILLIPS RIVER GOLDFIELD.

212—BRIDGETOWN: Gibson, James Edwin Arthur; Smith, Thomas Frank.

247—LITTLE MARY: Belli, Julian Peter; Daw, Clarence Charles; Belli, Jack.

Private Property.

1PP—WESTERIA: West, George Charles; West, Arthur Underwood.

PILBARA GOLDFIELD.

844—ANGLO-FRENCH: Hansen, Hagbarth.

850—FEDERATION: Goodridge, George William; Hansen, Hagbarth.

851—VIKING: Hansen, Hagbarth.

865—QUEEN: Jones, William.

866—BONNIE DOON: Greater Bonnie Doon (1935), Limited.

870—EXPECTATION: Moxam, William Samuel; Boylan, Joseph.

873—BOOLARINA: The West Australian Trustee, Executor and Agency Company, Limited.

874—UNCLE TOM: Jeffreys, John William.

901—RYAN'S: Greater Bonnie Doon (1935), Limited.

922—TOM THUMB: Snell, Edward.

926—LEVIATHAN: Thorley, Edward Donald; Thompson, Alexander Joseph.

929—TASSY QUEEN: Wingello Gold Mines, No Liability.

943—COONGAN RIVER: Marshall, Alexander.

961—MOUNT FLORENCE: O'Dwyer, Michael; Flegg, Reginald.

976—CORONATION: Roberts, Frederick William; Pozzi, Arthur William; Hansen, Hagbarth.

979—REPEATER: Manolas, Loui.

980—SATURN: Hansen, Hagbarth.

982—RISING SUN: Hawley, John; Orchard, William.

986—CORONATION WEST: Hansen, Hagbarth; Roberts, Frederick William; Pozzi, Arthur William; Johnston, Thomas.

987—CORONATION EAST: Hansen, Hagbarth; Roberts, Frederick William; Pozzi, Arthur William; Johnston, Thomas.

988—MARS: Hansen, Hagbarth.

989—OLD TOM: Mallett, Thomas.

990—BLUE BELL: Pelle, John Christian.

998—DRAGON: Orchard, William; Hawley, John; Hart, James; Stutz, Ernest.

Nullagine District.

231L—BLUE SPEC: Dods, John Nisbet

234L—ALREMA: Simpson, George.

235L—BEATRICE: Simpson, George.

236L—WESTERN: Simpson, George.

245L—ELSIE JANE: Hardey, Elsie May.

Miner's Homestead Lease.

2L—RIVERDALE: Allsopp, James Hunter.

YALGOO GOLDFIELD.

907—BROWN'S REWARD: Arkle, James Vere.

1001—WESTERN QUEEN: Western Queen (1936), No Liability.

1010—GNOWS NEST: Woinar, Bernard; Nevill, John Laurence.

1011—GNOWS NEST No. 2: Woinar, Bernard; Nevill, John Laurence.

1020—DON BRADMAN: Nevill, James Jarrold.

1047—MUGGA KING: Smith, Tom; Dix, Percy Albert.

1073—KING SOLOMON EXTENDED: King Solomon's Mines, Limited.

1083—KING SOLOMON'S WEST: King Solomon's Mines, Limited.

1084—KING SOLOMON'S SOUTH: King Solomon's Mines, Limited.

1086—TUI EAST: Sullivan, Leslie George.

1087—FIELDS FIND No. 3, SOUTH: Butement, Thomas.

1088—FIELDS FIND No. 4, SOUTH: Butement, Thomas.

1091—VINTAGE: Arkle, Hunter Miles.

1095—RELIANCE: Nevill, John Laurence.

1096—KING SOLOMON'S MINE: King Solomon's Mines, Limited.

1113—FIELD'S FIND: Arkle, Marie Aimee Andree.

1114—FIELD'S FIND CENTRAL: Boundy, John Francis.

1120—FIELDS FIND No. 2 EAST: Tobin, Patrick.

1126—ELIZABETH RENEWED: King Solomon's Mines, Limited.

1128—BEAUFORT: Hawkins, James William.

1137—CITY OF MELBOURNE: Taylor-Vernon, Kenneth Campbell.

1138—CONTINENTAL: Nevill, John Laurence.

1139—BLANEY'S GOLD MINE: Nevill, John Laurence; Kennedy, Murray Hamilton.

YILGARN GOLDFIELD.

2801—SCOTS GREYS: Polson, Samuel Hunter.

3248—RADIO DEEPS: Andrews, Richard Bullock; Lang, Samuel Carsley.

3382—SALVATION: Zanga, Francesco; Madalena, Nino; Cominelli, Gino; Norton, James Edward.

3387—RADIO DEEPS EXTENSION: Andrews, Richard Bullock; Lang, Samuel Carsley.

3390—JUST-IN-TIME: N.G.M., Limited.

3393—BOHEMIA: Moran, John; Kiernan, James; Long, Frank John; Rowles, Victor.

3394—IRON CHANNEL: N.G.M., Limited.

3402—EAST RADIO DEEPS: Andrews, Richard Bullock; Lang, Samuel Carsley.

3404—BANKER: New Yilgarn Gold Mines, No Liability.

3405—BANKER EXTENDED: New Yilgarn Gold Mines, No Liability.

3410—SALVATION NORTH: Zanga, Francesco; Norton, James Edward; Madalena, Nino; Cominelli, Gino.

3415—DELIVERENCE: Tampalini, Augusto; Marchesi, Virgino; Bertucci, Francesco; Ronchi, Tullio.

3418—CLAMP'S CENTRAL: Mount Jackson Gold Mines, No Liability.

3423—EXHIBITION: Marvel Loch Gold Development, No Liability (In Liquidation).

3430—WHITE HOPE: Marvel Loch Gold Development, No Liability (In Liquidation).

3431—LENODO: Bellamy, Eunice Matilda; Ey, Ernest; Ey, Robert.

3434—LADY GLADYS: Divitini, Guiseppe; Patroni, Domenico; Piazzola, Emilio; Divitini, Camillo.

3444—THREE BOYS: Yellowdine Gold Options, No Liability.

3451—VOLCANO: Dorsa, Ferdinando.

3453—SOUTH BANKER: New Yilgarn Gold Mines, No Liability.

3456—NEWRY: N.G.M., Limited.

YILGARN GOLDFIELD—*continued.*

- 3460—FORTUNA LEASE: Andrews, Richard Bullock.
 3465—BRILLIANT: N.G.M., Limited.
 3468—PRINCE GEORGE: Kott, Max.
 3473—QUEEN ANN: Roberts, John Charles.
 3480—GREAT VICTORIA: Great Victoria United, No Liability.
 3485—TRINIDAD: Marvel Loch Gold Development, No Liability (In Liquidation).
 3511—PWLL BACH: N.G.M., Limited.
 3512—EVELYN MOLLY: Ti Livio, Demarie Giovanni; Bariolo, John.
 3515—ELECTION: N.G.M., Limited.
 3516—JUST-IN-TIME NORTH No. 1: N.G.M., Limited.
 3517—JUST-IN-TIME NORTH No. 2: N.G.M., Limited.
 3518—JUST-IN-TIME EXTENDED: N.G.M., Limited.
 3519—OMEGA: N.G.M., Limited.
 3520—CENTENARY: d'Arcy, Philip Ernest; Jessop, Albert; Hosken, John; Schultz, George.
 3521—BRIDGE: Marvel Loch Gold Development, No Liability (In Liquidation).
 3542—JACOLETTI SOUTH: Cotter, Reginald Herbert; Brown, Donald Daylesford; Christie, Charles.
 3555—NO TRUMPS: Boord, Hilda Gertrude.
 3557—GREAT VICTORIA BLOCK 1: Great Victoria United, No Liability.
 3558—GREAT VICTORIA BLOCK 2: Great Victoria United, No Liability.
 3559—GREAT VICTORIA BLOCK 3: Great Victoria United, No Liability.
 3562—GREAT VICTORIA BLOCK 6: Great Victoria United, No Liability.
 3566—BRONCHO EAST: Kott, Max.
 3567—BRONCHO LINKS: Kott, Max.
 3572—GREAT VICTORIA BLOCK No. 10: Great Victoria United, No Liability.
 3573—MARIES FIND: Wilson, Thomas Stewart.
 3574—MARIES FIND EXTENDED: Wilson, Thomas Stewart.
 3575—GREAT BINGIN: Wilson, Thomas Stewart.
 3577—GREAT VICTORIA BLOCK No. 11: Great Victoria United, No Liability.
 3585—HILL: Marvel Loch Gold Development, No Liability (In Liquidation).
 3586—ARTESIAN: Marvel Loch Gold Development, No Liability (In Liquidation).
 3587—FIRELIGHT: Marvel Loch Gold Development, No Liability (In Liquidation).
 3663—BULLDOG: Bird, William James.
 3671—MUNDY HILLS 1: Sewell, Harold; Gibb, Colin Gordon.
 3677—B.A.N.Z. No. 1: N.G.M., Limited.
 3678—B.A.N.Z. No. 2: N.G.M., Limited.
 3679—B.A.N.Z. No. 3: N.G.M., Limited.
 3683—GOLDEN CUBE: Smith, Edward George; Norton, James Edward.
 3689—GREAT VICTORIA BLOCK No. 9: Great Victoria United, No Liability.
 3694—B.A.N.Z. No. 4: N.G.M., Limited.
 3695—B.A.N.Z. No. 5: N.G.M., Limited.
 3696—B.A.N.Z. No. 6: N.G.M., Limited.
 3707—GRAND NATIONAL: Paton, James Lampard.
 3719—OMEGA EAST: N.G.M., Limited.
 3720—OMEGA SOUTH: N.G.M., Limited.
 3724—FRANCES FIRNESS: Haase, Frank Roy; Norton, James Edward; Norton, Edward O'Reilly; Le May, Marie Thelma.
 3725—NEWRY SOUTH: N.G.M., Limited.
 3726—NEWRY SOUTH EXTENDED: N.G.M., Limited.
 3727—PATRICIA: Kott, Max.
 3728—JAQUELINE: Kott, Max.
 3729—RUTH: Kott, Max.
 3730—PAMELA: Kott, Max.
 3738—B.A.N.Z. No. 7: N.G.M., Limited.
 3739—B.A.N.Z. No. 8: N.G.M., Limited.
 3740—B.A.N.Z. No. 9: N.G.M., Limited.

YILGARN GOLDFIELD—*continued.*

- 3741—GREAT VICTORIA No. A: Great Victoria United, No Liability.
 3743—GREAT VICTORIA BLOCK No. 13: Great Victoria United, No Liability.
 3754—PRINCE GEORGE No. 1: Kott, Max.
 3756—B.A.N.Z. No. 12: N.G.M., Limited.
 3767—GREAT VICTORIA NORTH: Great Victoria United, No Liability.
 3771—BRONCHO SOUTH: Kott, Max.
 3772—BRONCHO LINKS WEST: Kott, Max.
 3775—B.A.N.Z. EXTENDED: N.G.M., Limited.
 3779—JANETTA: Douglas, Eric George; Mole, William Edward.
 3781—JACOLETTI WEST: Bellamy, Eunice Matilda; Ey, Ernest; Ey, Robert.
 3783—JACOLETTI NORTH: Bellamy, Eunice Matilda; Ey, Ernest; Ey, Robert.
 3789—TOP DOG: Lawson, Guy.
 3790—B.A.N.Z. EAST EXTENDED: Bird, John Thomas.
 3792—KURAJONG EAST: French, Thomas James.
 3799—WEDGE: Marvel Loch Gold Development, No Liability (In Liquidation).
 3813—SPRING HILL No. 6: Baillie, William Ernest.
 3818—TRIUMPH: Handmer, William George.
 3822—QUEEN MARIE: Deane, Thomas; Crudace, Peter Mellanby; Duncan, Alan Purdon; Scott, Colin; Roots, Hubert Henry; Tyson, John.
 3833—HILL FRACTION: Marvel Loch Gold Development, No Liability (In Liquidation).
 3834—RESIDUE: Marvel Loch Gold Development, No Liability (In Liquidation).
 3835—MOUNTAIN KING: Wilson, Sidney Arthur; Woodhams, Willoughby.
 3837—MAYDO: Aitken, Arthur James.
 3853—LEVIATHAN LINKS: Robertson, Herbert James.
 3856—MARVEL LOCH NORTH: Dods, William Daniel; Leamey, Henry John; Wallington, Alma.
 3859—GREAT UNKNOWN: Symonds, Joseph.
 3860—ALLEN'S FIND: Symonds, Joseph.
 3865—PETER PAN: Kelly, Lionel Francis; McAskil, Alister Gordon.
 3866—MOUNTAIN QUEEN EXTENDED: Robinson, William Alexander.
 3868—EVANSTON: Ridge, Maurice Hennessy.
 3870—EVANSTON EAST: Ridge, William Bernard.
 3871—EENUIN DAISY: Potts, Robert.
 3872—GOLDEN VENTURE: Aberdeen, Kenneth George.
 3873—GOLDEN LIGHTHOUSE: Bean, Hettie Stella.
 3875—VICTORIA: Rota, Gildo.
 3886—McCOURT: O'Neill, Owen McCourt.
 3887—MAC BEAN: Mac Bean, George.
 3888—GOLDIES: Gold, Harold George.
 3891—RIDGES: Ridge, Maurice Hennessey.
 3895—BLUE PETER: Cook, Stanley.
 3897—NATIONAL NORTH: Norton, James Edward.
 3899—EVELESS EDEN: Lang, John Stuart; Poseni, Jack; Lodge, George Francis.

Private Property.

- 10PP—REYNOLD'S FIND: Heydon, William John.
 13PP—CRICKET: Goodin, Arthur Herbert (senior); Goodin, Arthur Herbert (junior); James, Oswald.
 33PP—LADY LUCK: Wilson, Leslie James; Hinkley, William Robert; Barger, Harry James.

OUTSIDE PROCLAIMED GOLDFIELD.

Northam District.

Private Property.

- 13PP—CHRISTMAS GIFT: Day, William George; Morgan, Frank.

THE MINING ACT, 1904.

Department of Mines,
Perth, 2nd September, 1938.

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,
Under Secretary for Mines.

Gold Mining Leases.

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

Goldfield.	District.	No. of Application.
Ashburton, ... ..	...	43.
Broad Arrow ... ..	...	2163w*, 2164w*, 2165w.
Coolgardie ... ..	...	5601, 5602.
	Kunanalling	1000s.
Dundas ... ..	...	1544, 1545*.
East Coolgardie ... ..	...	5864E*.
East Murchison	Wiluna	636J.
Mount Margaret ... ..	...	2417T*, 2418T*, 2419T*, 2420T.
Murchison	Meekatharra	1811N, 1812N*, 1813N, 1814N, 1815N, 1816N, 1817N, 1818N, 1819N*, 1820N, 1821N, 1822N, 1823N, 1824N, 1825N, 1826N, 1827N, 1828N, 1829N, 1830N, 1831N, 1832N, 1833N, 1834N, 1835N, 1836N, 1837N, 1839N, 1840N, 1841N, 1843N.
North Coolgardie	Menzies	5692Z*.
	Ularring	1083U*.
	Yerilla	1207B.
North-East Coolgardie	Kanowna	1538X.
Pilbarra ... ..	...	1004, 1005, 1006, 1007.
	Nullagine	260L.
Yilgarn ... ..	...	3917; 3918*.

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.	Lessees.	Name of Person to whom prior right of Application is granted.
Coolgardie ...	Kunanalling ...	945s.	"Sydney Mint" ...	Lazberger, Charles ; Morris, Alexander ; Ivanac, Jack	Brimson, Robert.

Gold Mining Leases.

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

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
Ashburton ... ..	...	42	"Belvedere No. 3" ...	Alderson, George ; Valli, Giuseppe ; Ronzio, Martin.
Coolgardie ... ..	...	5382*	"Ivan" ...	Colmer, Cyril Keith.
	Kunanalling	979s*	"Newminster" ...	Robbins, Alfred ; Wisbey, Horace William.
North Coolgardie ...	Yerilla	1193E*	"Melody Mine" ...	Heppingstone, Ian David.
Yilgarn ... ..	...	3904*	"Four Threes" ...	Morris, Ruby Violet.

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.	Lessee.
Yilgarn	3828	"Jester" ...	Le May, Herbert William ; Seddon, Mabel Annie ; Day, John Percival.
Outside any Proclaimed	...	56H	"Block 4" ...	Weerianna Gold Mines, No Liability.
		58H	"Block 6" ...	Weerianna Gold Mines, No Liability.
		59H	"Block 7" ...	Weerianna Gold Mines, No Liability.
		60H	"Block 8" ...	Weerianna Gold Mines, No Liability.
		61H	"Block 9" ...	Weerianna Gold Mines, No Liability.
		62H	"Block 10" ...	Weerianna Gold Mines, No Liability.
		78H	"Weerianna Block 16" ...	Weerianna Gold Mines, No Liability.

* Conditionally.

THE MINING ACT, 1904—continued.

Mineral Leases.

The undermentioned applications for Mineral Leases were approved, subject to survey :—

Goldfield.	District.	No. of Application.
Coolgardie	91, 92.

The undermentioned Tailings Lease was declared forfeited for breach of covenant, viz., non-payment of rent :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
East Coolgardie	37E	"Grand Junction West" ...	The Great Boulder Proprietary Gold Mines Limited.

THE MINING ACT, 1904.

Department of Mines,
Perth, 2nd September, 1938.

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

A. H. PANTON,
Minister for Mines.

The undermentioned Temporary Reserves have been approved conditionally :—

No.	Corres. No.	Occupier.	Term.	Locality.
1044H	1028/38	Riverina Gold Mines, Limited ...	Twelve months from the 1st August, 1938	Riverina, North Coolgardie Goldfield.
1049H	1042/38	Woolgar Gold Mines, Limited ...	Twelve months from the 1st August, 1938	Yundaga, North Coolgardie Goldfield.

The undermentioned Temporary Reserves have been cancelled :—

No.	Corres. No.	Occupant.	Locality.
421H	844/37	The Union Plaster Company, Limited ...	Lake Seabrook, Yilgarn Goldfield.
617H	503/34	Riverina Gold Mines, Limited ...	Riverina, North Coolgardie Goldfield.
910H	249/36	Woolgar Gold Mines, Limited ...	Yundaga, North Coolgardie Goldfield.
1033H	433/38	Western Mining Corporation, Limited ...	Day Dawn, Murchison Goldfield.

THE MINING ACT, 1904.

Department of Mines,
Perth, 2nd September, 1938.

Authority to Mine on Reserved and Exempted Lands.

His Excellency the Lieutenant-Governor in Executive Council, in accordance with section 30 of the Mining Act, 1904, has been pleased to grant, conditionally, authority to mine on reserved and exempted land, as shown below.

A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Occupant.	Authorised Holding.	Goldfield.	Locality.
776H (7E/1938)	1111/38	Carey, Thomas Francis ...	Prospecting Area No. 4013E	East Coolgardie	Belgravia.

THE MINING ACT, 1904.

Department of Mines,
Perth, 2nd September, 1938.

Authority to Mine on Reserved and Exempted Lands.

HIS Excellency the Lieutenant-Governor in Executive Council has refused an application made by Gaetano Dorigo for Authority No. 768H (1/1938) to mine on certain reserved and exempted land, within the Cue Townsite, Murchison Goldfield, to be held as Prospecting Area No. 2650.

A. H. TELFER,
Under Secretary for Mines.

THE MINING ACT, 1904.

Licenses to Treat Tailings.

Department of Mines,
Perth, 2nd September, 1938.

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 a License to treat Tailings, as shown below.

A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
758H (2E/1938)	1113/38	Fitzpatrick, Patrick Michael	East Coolgardie	Late Tailings Leases Nos. 3E, 4E, 5E, 8E, 9E, 10E, and 15E	Twelve months from the 1st September, 1938.

The undermentioned License to treat Tailings was renewed :—

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
672H (6/1937)	751/37	Parry, Noel Clinton ...	Coolgardie ...	Late Gold Mining Lease No. 5249	Twelve months from the 1st June, 1938.

Registrar General's Office,
Perth, 7th September, 1938.

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

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
22/1937	1938. Sept. 1	<i>Church of England.</i> The Rev. Ralph Gordon Hawkins	Morawa	Irwin
34/1934	Sept. 5	<i>International Bible Students.</i> Mr. Rex W. Searle	Perth	Perth

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

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
22/1937	1938. Sept. 5	<i>Church of England.</i> The Rev. C. L. Riley	Subiaco	Perth

S. BENNETT,
Registrar General.

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,
Perth, 7th September, 1938.

R.G. No. 67/34.

IT is hereby notified, for general information, that Constable W. J. Aylmore has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Wellington Registry District, to reside at

Harvey, during the absence on leave of Constable A. J. Warren; appointment to date from 4th September, 1938.

R.G. No. 59/36.

IT is hereby notified, for general information, that Mr. A. C. Wyndham has been appointed to act, temporarily, as District Registrar of Births, Deaths and Marriages for the Wellington Registry District, to reside at Bunbury, during the absence on leave of Mr. A. B. Smith; appointment to date from 16th September, 1938.

S. BENNETT,
Registrar General.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
666/38	1938. Sept. 2	Bridge & Wilson, Ltd.	283A, 1938	100 only 3-piece Aluminium Dinner Cans, as per Item 1, delivered to Fremantle Prison	Gaols	8s. 3d. each.
719/38	do.	R. V. Job	312A, 1938	Purchase and Removal of Motor Spare Parts, as per Items 1 to 18	Police	for 17s.
684/38	do.	Gibbs, Bright & Co. ...	296A, 1938	Battery Screening, as required from 1st January, 1939, to 31st December, 1939, as per Item 1, F.O.R. Perth	Mines	6½d. per sq. ft.
652/38	Sept. 1	Bolton's, Ltd.	282A, 1938	Hospital Equipment, as required for 12 months from this date, as per Items 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 17, 18, 19	Medical	Rates on application.
"	do.	Harris, Scarfe & Sandovers, Ltd.	"	Hospital Equipment (Combined Instrument and Bowl Sterilisers) and Stand for same, for 12 months from this date, as per Items 4, 5, 6	do.	do.
"	do.	S. W. Hart & Co.	"	Instrument Sterilisers, as per Item 16, for a period of 12 months from this date	do.	at £1 15s. each.
702/38	Sept. 2	A. Dowell	307A, 1938	Purchase and Removal of a Secondhand 3½ h.p. "Hercules" Hopper Cooled Horizontal Engine, No. 288852, as per Item 1	Public Works ...	for £3.
"	do.	W. Daley	"	Purchase and Removal of Secondhand Engines, as follows:— Item 2—1 3 h.p. Vertical Hopper Cooled "Lister" Engine, No. 44456 Item 3—1 5 h.p. Vertical Tank Cooled "Kelly & Lewis" Engine, No. 3028 (no Tank)	do.	for £3 5s. for £3 15s.
665/38	do.	Collie Coal Yard	284A, 1938	Approx. 850 tons Bagged Collie Coal, as required during the period from 1st September, 1938, to 31st August, 1939, as per Item 1, delivered to Jetty alongside S.S. "Perth"	Railways	£1 16s. 6d. per ton.
685/38	Sept. 1	Hardie Trading Pty., Ltd.	297A, 1938	Zinc Shavings, in such quantities and at such times as may be required during the period from 18th September, 1938, to 17th September, 1939, as per Item 1, F.O.R. Perth	Mines	£49 per ton.
715/38	Sept. 2	J. Gadsden Pty., Ltd.	310A, 1938	Holland Roller Blinds, as required during the period from 1st October, 1938, to 30th June, 1939, as per Schedules "A" and "B"	Various	Rates on application.
44/38	do.	Sara & Cook, Ltd. ...	"	Butter to Government Institutions, etc. during the week ending 10th September, 1938	do.	1s. 5½d. per lb.
625/38	Sept. 5	K. G. Luke Pty., Ltd.	266A, 1938	Sterilisers for King Edward Memorial Hospital, as follows:— Item 1—7 only Utensil Sterilisers (Type (a)), 24in. x 20in. x 20in. Item 2—4 only Utensil Sterilisers (Type B1), 22in. x 14in. x 13in. Item 2—4 only Utensil Sterilisers (Type B1), 22in. x 14in. x 13in. Each with 3 baskets, for 8 bottles	Public Works	£50 7s. 6d. each. £41 5s. each. £52 each.
608/38	do.	White Rock Quarries, Ltd.	258A, 1938	Screenings for the Boyanup-Preston Valley-Capel Road, as per Items 1 (c) and 1 (d), as follows:— Item 1 (c)—Approx. 1,300 cub. yds. ½in. Item 1 (d)—Approx. 750 cub. yds. ½in. On Rail or Trucks at Quarry, Brunswick Junction	Main Roads	14s. 6d. per cub. yd. 14s. 6d. per cub. yd.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
607/38	1938. Sept. 5	White Rock Quarries, Ltd.	257A, 1938	Screenings for Bunbury-Collie Wagin Road No. 503, Item 1 (c and d); Roelands-Worsley Section, Item 2 (c and d); Armadale-Pember-ton Road No. 517, Item 3 (c and d); Busselton-Nannup Road No. 504, Item 4 (c and d); Total, 7,530 cub. yds.; on Rail or Truck at Siding, Brunswick Junction	Main Roads ...	14s. 6d. per cub. yd.
581/38	do.	Commonwealth Steel Co., Ltd.	250A, 1938	Steel Tyres, Axles and Wheels, in such quantities and at such times as may be required during the period of 12 months ending 30th June, 1939, as per Items 1 to 25 inclusive	Railways ...	Rates on appli-cation.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1938.			1938.
Aug. 25 ...	320A, 1938 ...	Firewood for Cue State Battery, 100 cords ...	Sept. 15
Aug. 25 ...	322A and 323A, 1938 ...	Firewood and Milk and Cream for the Yallingup Caves House, during the period ending 31st August, 1939 ...	Sept. 15
Sept. 1 ...	331A, 1938 ...	Granite or Diorite Spalls for Canning Dam, during the period ending 30th June, 1939 ...	Sept. 15
Sept. 8 ...	343A, 1938 ...	Cast Iron Standard for Marble Bar State Battery ...	Sept. 15
Sept. 6 ...	...	Meat, Bacon and Cheese for Government Institutions and Hospitals at Claremont, Fremantle, Perth and Wooroloo, during a period of 3 months; also Meat at Whitby Falls ...	Sept. 15
Sept. 6 ...	339A, 1938 ...	Fly Spray, during a period of 12 months ...	Sept. 15
Sept. 6 ...	340A, 1938 ...	Jarrah Piles, 12in. min. dia. Crown, 30ft. long; 30 only ...	Sept. 15
Sept. 6 ...	341A, 1938 ...	Diorite or Quartzite Gravel Screenings, approx. 1,610 cub. yds., for Northam-Goomalling-Mullewa road, 513 (Goomalling North and South) ...	Sept. 15
July 21 ...	267A, 1938 ...	Machinery for Midland Junction Workshops—Vertical Boring Mills, Lathes, Grinding Machines, Drilling Machines, Quartering Machines, etc. ...	Sept. 22
Sept. 8 ...	342A, 1938 ...	Special Taps for King Edward Memorial Hospital ...	Sept. 22
Sept. 8 ...	344A, 1938 ...	Cartage of Bulk and Bagged Cement from Armadale Station to Canning Dam, during the period ending 31st December, 1938 ...	Sept. 22
July 7 ...	254A, 1938 ...	Propelling Machinery (Diesel Electric or Mechanical Drive) for double-ended Ferry Boat ...	Oct. 6
Sept. 1 ...	335A and 336A, 1938 ...	Electric Sewage Pumping Machinery, comprising Motor and 6in. diameter Centrifugal Pump in duplicate, complete with Switchgear, etc., 2 units; or alternatively, Pneumatic Sewage Lifts, in duplicate, including Motors, Compressors, etc., 2 units ...	Oct. 13
Sept. 1 ...	337A, 1938 ...	Copper Sheets, Rods, Nuts, Nails and Washers ...	Oct. 13
Sept. 1 ...	332A, 1938 ...	Solid Drawn Anti-corrosive Steel Boiler Tubes, 1,450 only ...	Oct. 27
Sept. 1 ...	333A, 1938 ...	Solid Drawn Anti-corrosive Steel Smoke Tubes, 144 only ...	Oct. 27
Aug. 25 ...	VIII. ...	Chemicals, Drugs, Druggists' Sundries and Apparatus, during a period of 12 months ...	Nov. 10
For Sale by Tender.			
Sept. 1 ...	330A, 1938 ...	Surplus Plant, Cast Iron Pipes, Steel Rails, etc., now lying at various Water Supply yards, where inspection can be made ...	Sept. 15

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

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

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

No tender necessarily accepted.

Dated the 8th day of September, 1938.

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

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Tenders for Butter.

TENDERS close with the Secretary, Tender Board (himself), at 11.15 a.m. on Friday, 16th September, for the Supply and Delivery of Butter to Government Institutions and Hospitals during the ensuing period of one week.

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

By Order of the Board,

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 38 of 1936.

Between Boilermakers' Society of Australia Union of Workers, Coastal Districts, W.A., Applicant, and Saunders and Stuart Proprietary Limited, and others as per the First Schedule attached hereto, Respondents.

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

AWARD.

1.—Definitions.

In this Award subject to the context:—

Boilermaking and Ship Construction Section:

"Boilermaking and ship construction" means the fabrication, erection and/or repairing of steel or iron ships or of boilers or other vessels subject to greater pressure than the weight of their contents, but does not include drilling by stationary machines.

"Tradesman" means an adult worker who is required to develop work from scaled drawings or prints, or to make templates, or to apply general trade experience without the guidance of a foreman or other tradesman, and includes riveting by hand or machine, caulking, chipping, and working rivet busters.

Steel Construction Section.

"Tradesman" means an adult worker who is required to develop work from scaled drawings or prints, or to make templates, or to apply general trade experience without the guidance of a foreman or other tradesman, and includes riveting by hand or machine, caulking, chipping, and working rivet busters.

"First-class machinist" means an adult worker engaged solely in working one or more of the following machines—bending rollers, gag straight liners, guillotines, shearing machines, hydraulic presses of over two hundred (200) tons pressure, portable drillers, portable reamers, and tappers.

"Second-class machinist" means an adult worker engaged solely in operating one or more of the following machines—mangling, nipping and notching, roll straightening, punching, cropping, hydraulic presses of two hundred (200) tons pressure or under, stationary drillers, stationary reamers and tappers, cold saw, friction saw, plate-edge planers, and other machines.

"Casual worker" means a worker employed for less than six (6) consecutive working days.

Welding Section.

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

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

"Second-class welder" means a worker who:—

- (a) uses any of the foregoing types of welding apparatus in filling castings; or
- (b) welds with the aid of jig; or
- (c) operates automatic welding machines for the setting up of which he is not responsible.

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

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

2.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth,

3.—Term.

The currency of this Award shall be for three (3) years from the date hereof: Provided that at any time after the expiration of twelve (12) calendar months from the date hereof, the Court may alter or amend same on the application of any party or person affected by its provisions.

4.—Contract of Service.

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

(b) The employer shall be under no obligation to pay for any day not worked 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 16, 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.

5.—Wages. (And see Clauses 6 to 10 inclusive.)

(a) The minimum rates payable to workers shall be in accordance with the wages set out in the Second Schedule. The rates in the Second Schedule are, for convenience sake, set forth in weekly amounts.

(b) A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award.

6.—Piecework.

(a) Subject to the minimum wages 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 correction or regulation of any piecework rate, time bonus rate, task rate, or any other system of payment by results.

7.—Higher Duties.

Subject to the provisions of paragraph (c) of Clause 8 of this Award, a worker engaged for more than half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ($\frac{1}{2}$) of one (1) day or shift he shall be paid the higher rate for the time so worked.

8.—Special Rates and Provisions.

(a) Height money.—Workers engaged in the erection of steel frame buildings, bridges and gasometers 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.

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

(ii) Every worker shall sign an acknowledgement on the receipt thereof, and on leaving employment shall return the same to the employer.

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

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

(v) Before goggles, glasses and gloves or any such substitutes which have been used by a worker are re-issued by the employer to another worker, they shall be effectively sterilised.

(c) A tradesman (not employed as a first-class welder) who, in addition to his employment as such, is

also required to do welding, shall be entitled to receive one shilling (1s.) per day in addition to his ordinary rate of pay whilst so engaged. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the Higher Duties clause of this Award. (See Clause 7.)

(d) Dirt money.—One penny halfpenny (1½d.) per hour shall be paid to workers when engaged on work of a specially dirty nature, where clothes are necessarily unduly soiled or injured or boots are injured by the nature of the work done.

Without limiting the definition of dirty places, the following may be taken as examples—chimney flues other than new, inside fire boxes and smoke boxes other than new, inside boilers other than new.

(e) Work on ships.—One penny halfpenny (1½d.) per hour extra shall be paid to workers when engaged in working under lower platforms of engine rooms in bilges, or any confined spaces around ship's boilers, between ship's sides and boilers, through manhole doors, and between bulkhead and back-end of single-end boilers.

(f) Marine work.—Work in double-bottom tanks and bilges and on board ships in any confined spaces where it is necessary for the worker to work in a stooping, sitting or otherwise cramped position, shall be paid for at the rate of one penny halfpenny (1½d.) per hour extra.

(g) Extra payment in respect of dirt money or on ships or marine work shall not be cumulative.

(h) Leading hand.—(i) Any tradesman placed in charge of three (3) or more other tradesmen or six (6) other workers shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(ii) Any other worker placed in charge of six (6) or more workers shall be paid one shilling and eightpence (1s. 8d.) per day above the minimum rate hereinbefore prescribed for his calling or classification.

(i) Hot Places.—Workers required to work in back-end of single-end boilers, when boiler has not been cooled down, shall be paid at the rate of time and a half for each hour so worked, in addition to any dirt money payable. Any broken time of less than one (1) hour shall be paid for as one (1) hour.

(j) Chemical and Manure Works.—The minimum rates prescribed for all classifications other than general labourer shall be increased by fivepence (5d.) per day for workers in artificial manure or chemical works. Workers receiving this extra pay shall not be entitled to payment for dirty work.

(k) Welding.—Tradesmen and other workers who are engaged in welding as defined and regulated in Award No. 35 of 1936 (General Engineering Award) shall be paid the rates for such work as set out in the said Award or any variation thereof.

(l) Apprentices and junior workers shall be deemed to be included in the provisions of paragraphs (a), (b), (d), (e), (f) and (i) of this clause.

(m) Employers shall provide proper reasonable washing and sanitary conveniences.

(n) When working pneumatic riveter of the percussion type and other pneumatic tools of the percussion type, workers shall be paid threepence (3d.) per hour extra while so engaged.

9.—Country Work.

(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.

10.—Under-rate Workers.

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

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

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

11.—Hours. (And see Clauses 12 to 14 inclusive.)

(i) (a) Forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work, but by agreement between the employer and the workers employed in any particular establishment the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours forty-eight (48) minutes.

(c) The ordinary hours of work shall be between 7.30 a.m. and 5.30 p.m., except on Saturday, when work shall finish at noon.

(ii) This Award shall not of itself operate to increase the hours in any business in which at the date of the issue of this Award the hours worked were less than forty-four (44) per week.

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

12.—Overtime.

(1) No worker shall be called upon by the employer to work and no worker shall work outside the ordinary hours of labour prescribed by this Award (or where the worker is engaged on shift work, outside the ordinary hours of the shift on which the worker is engaged) for a period or periods in excess of:—

(a) four (4) hours in any twenty-four (24) hours—such twenty-four (24) hours to be computed from midnight of one particular day to midnight on the next following day;

(b) twelve (12) hours in any period of seven (7) days commencing at midnight on a Sunday and ending at midnight on the next following Sunday;

Provided that:—

(i) the periods of four (4) hours and twelve (12) hours specified in paragraphs (a) and (b) of sub-clause (1) may in any particular case by agreement between the employer and the Union be extended to eight (8) hours and twenty-four (24) hours respectively; and

(ii) notwithstanding the provisions of the preceding paragraph (i), in circumstances of pressing emergency arising out of the breakdown of machinery or plant the limits stated in paragraphs (a) and (b) of this sub-clause may be exceeded but so that no worker shall do more than twenty-four (24) hours' overtime in any one (1) week, but where the limits are exceeded under this proviso the employer shall within twenty-four (24) hours of the completion of the job notify the Union in writing forwarding particulars of the job, including the date and place of performance, the names of the workers engaged, and the amount of overtime worked by each;

(iii) where an employer has given notice of his intention to work shifts under the next clause of this Award and *bona fide* commences to do so but by reason of breakdown of machinery or some other cause which could not have been reasonably foreseen or prevented there is a break in the sequence of the shifts so that the employer cannot qualify for shift work under that clause the employer shall be liable to pay overtime rates in respect of time worked outside the ordinary hours but shall not be liable to a penalty for a breach of this Award if the hours worked by any worker could have been legitimately worked had the shifts continued without break in sequence for the qualifying period.

(2) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(3) Work done on a Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, or Labour Day, shall be paid for at double time rate, except in connection with repairs to the employer's machinery which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to the work done on such days.

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

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

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

(7) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

13.—Shift Work.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the Union.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked but shall be deemed to be overtime; on completion of the fifth (5th) consecutive afternoon's or night's work the worker shall be deemed to have been employed on afternoon or night shift as the case may be during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

For the first calendar month—

twenty-five per cent. (25 per cent.);

After one (1) calendar month of shift work has been done—

ten per cent. (10 per cent.) for afternoon shift, and fifteen per cent. (15 per cent.) for night shift;

After six (6) calendar months' shift work have been done—

five per cent. (5 per cent.) for afternoon shift and ten per cent. (10 per cent.) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Sunday or on any public holiday.

(e) The rights of an employer under this clause shall date from the making of this Award, so that shift work performed prior to that date shall not count in the computation of the period of one (1) calendar month mentioned in paragraph (c) of this clause.

14.—Part-Time Employment.

The employer shall have the right, after having served written notice upon the Union, at the expiration of seven (7) days therefrom to apply to the Court for an order to vary Clause 12 (Hours) so as to provide for a shorter working week for any or the whole of his workers at the rate of wages specified in this Award or proportionate to the time so to be worked, without payment of casual rates, but before any order is granted the employer shall satisfy the Court that by reason of financial depression existing in the State such an order would be expedient in the interests of all parties concerned.

15.—Holidays.

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

(b) (i) Except when employed subject to the conditions of subclause (3) of Clause 12 (Overtime) no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof.

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

(iii) If pursuant to this clause a worker works on any of the specially named holidays he shall have another day added to his annual paid holidays for each day so worked.

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

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

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

16.—Absence through Sickness.

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

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

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

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

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

17.—General Board of Reference.

(a) The Court hereby appoints for the purpose of the Award a Board of Reference.

(b) The Board shall consist of a chairman and two (2) other representatives, one (1) to be nominated by each of the parties.

(c) The Board's functions shall not include any matters especially delegated to the Board of Apprenticeship and Junior Labour constituted under Clause 18 of this Award.

(d) Subject to the preceding paragraph, the Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Award:—

(i) Classifying and fixing wages rates and conditions for any machine, occupation or calling not specifically mentioned in the Award, but so as not to contravene any of the provisions herein;

(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 any other matter that the Court may refer to the Board from time to time.

(e) The provisions of Regulation 92 of the Industrial Arbitration Act, 1912-1935, shall be deemed to apply to any Board of Reference appointed hereunder.

18.—Board of Apprenticeship and Junior Labour.

(i) Pursuant to section 87 of the Industrial Arbitration Act, 1912-1935, a special Board of Reference shall be appointed for the purpose of dealing with all matters affecting apprentices and junior workers specifically assigned to the determination of the Board by this Award or any other matters affecting apprentices and junior workers not dealt with under this Award.

(ii) The Board shall consist of one (1) representative of the employers and one (1) representative of the workers and a chairman appointed by the Court.

(iii) If either party neglect on being notified by the Court to appoint a representative, or to appoint a new representative when the office of a representative becomes vacant, the Court may appoint another person to represent the party so in default.

(iv.) The Board shall be invested with the following powers:—

- (a) To endeavour to promote apprenticeships under this Award;
 - (b) To determine what tests of educational fitness and vocational fitness shall be passed by any person desiring to be apprenticed under this award;
 - (c) To draw up syllabi of training and to set periodical examinations for apprentices bound under the award;
 - (d) To permit in any special circumstances the taking or employment of an apprentice or of a junior worker by an employer notwithstanding that the quota fixed by this award in any particular case may be exceeded;
 - (e) To enter any factory, workshop or place where an apprentice or junior worker is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice or junior is employed;
 - (f) To require any employer to furnish the Board with any specified information relating to any trade or industry subject to this award or the workers (including apprentices) engaged therein with a view to determining whether a sufficient number of apprentices is being trained to meet the probable future requirements of the trade or industry;
 - (g) Notwithstanding anything contained in this Award, to determine in any particular case that an apprentice or junior worker shall not be employed on any work which subjects him to unnecessary or undue danger, or which is beyond his strength or endurance;
 - (h) To advise the Court as to all matters pertaining to apprentices or junior workers in respect of which, in the opinion of the Board, this Award should be altered or amended.
- (v) The chairman shall call all meetings of the Board and fix the time and place for each meeting. The Board shall determine its own procedure from time to time.
- (vi) All educational tests and tests of vocational fitness and all syllabi from time to time framed by the Board shall be reduced to writing and a copy shall be filed with the Registrar of the Court. The Court may from time to time vary or amend the same.
- (vii) (a) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Board or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

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

19.—Apprentices.

Subject to the powers of the Board of Apprenticeship and Junior Labour:—

- (a) The employment of apprentices shall be governed by the provisions of the Third Schedule attached hereto.
- (b) Apprentices may be taken to—
 - (i) Boilermaking, and/or
 - (ii) Steel construction work, and/or
 - (iii) First-class welding.
- (c) The proportion of apprentices shall be one (1) apprentice for every three (3) or fraction of three (3) tradesmen: Provided that the fraction of three (3) shall not be less than one (1).

20.—Junior Workers.

For the conditions of employment of junior workers see Award No. 35 of 1936 (General Engineering Award).

21.—Cadets.

(a) Notwithstanding anything herein contained or implied a bona fide employer shall be permitted to appoint one (1) son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one (1) such cadet at any particular time shall be permitted any employer. The employer's right under this section shall not be exercised during the period of the appointment of a cadet pursuant to Award No. 35 of 1936 (General Engineering Award).

(b) 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 (1) month after the making thereof.

22.—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 (1) week.

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under section 167 of the Industrial Arbitration Act, 1912-1935.

23.—Record.

(a) Each employer shall keep a time and wages book, showing the name of each worker and the nature of his work, the hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection to a duly accredited official of the union during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours either at the employer's office or at the works.

24.—Posting of Award.

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

In witness whereof this Award has been signed by the Chairman of the Industrial Board this 23rd day of August, 1938.

ALBERT A. WOLFF, J.,
Chairman.

First Schedule.

List of Respondents.

Forwood Down W.A., Ltd., Wellington street, Perth.
Saunders & Stuart Pty., Ltd., 276 James street, Perth.
Structural Engineering Co. of W.A., Ltd., Welshpool.
Tomlinson & Co., Ltd., 43 Lord street, Perth.
Hume Steel, Ltd., Salvado road, Subiaco.
Fremantle Foundry & Engineering Co., Ltd., 9 Beach street, Fremantle.

Hoskins & Co., Ltd., 494 Murray street, Perth.
 Atlas Engineering Works, Queen Victoria street, Fremantle.
 Monteath & Sons Pty., Ltd., 586 Hay street, Subiaco.

Second Schedule.

Wages.		Per Week.		
		£	s.	d.
Basic Wage:				
Within a fifteen (15) mile radius of the General Post Office, Perth ..		4	1	1
Outside a fifteen (15) mile radius but within a twenty-five (25) mile radius of the General Post Office, Perth ..		4	1	0
(I.)—Boilermaking and Ship Construction Section:				
	Margin.	£	s.	d.
Tradesman		1	10	0
Tradesman the greater part of whose time is occupied in marking off and/or in template making ..		1	14	0
Boilersmiths and/or angle-iron smiths ..		1	13	0
Plate setters and frame benders ..		1	12	0
Drillers using portable machines ..		1	7	0
Drillers using stationary machines ..		0	10	0
(II.)—Steel Construction Section (including nut, bolt and spike making):				
Tradesman the greater part of whose time is occupied in marking off and/or template making ..		1	14	0
Tradesman		1	10	0
Machinist—				
First-class		0	16	0
Second-class		0	10	0
(III.)—Welding Section:				
First-class welder		1	13	0
Second-class welder		0	14	0
Third-class welder		0	12	0
Fourth-class welder		0	10	0
(IV.)—Apprentices' Wages:				
	Per Cent. of Basic Wage.			
First six (6) months	20			
Second six (6) months	25			
Second year	30			
Third year	45			
Fourth year	65			
Fifth year	85			

Third Schedule.

Apprenticeship Regulations.

1. (i) "Act" means the Industrial Arbitration Act, 1912-1935, and any alteration or amendment thereof for the time being in force.
- (ii) "Apprentice" means any person 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.
- (iii) "Award" includes Industrial Agreement.
- (iv) "Board" means the Board of Apprenticeship and Junior Labour.
- (v) "Court" means the Court of Arbitration.
- (vi) "Employer" includes any firm, company or corporation.
- (vii) "Minor" means a person not less than fourteen (14) years of age and not more than eighteen (18) 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.
- (viii) "Registrar" means the Registrar of the Court.

Employment—Probation.

2. (a) 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.
- (b) No person under the age of fifteen (15) years shall be bound apprentice under this Award.

(c) No person over the age of eighteen (18) years shall enter into apprenticeship indentures under this Award without the special consent of the Board.

(d) No person shall enter into apprenticeship indentures unless and until he has submitted proof of his having passed any education tests and tests of vocational fitness from time to time prescribed by the Board.

3. (i) In addition to passing any educational tests or tests of vocational fitness which the Board may prescribe from time to time, every apprentice shall be employed on probation for a period of three (3) 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.

(ii) The Board 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 (3) months.

4. (a) Any employer taking an apprentice on probation shall within fourteen (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.

Agreement of Apprenticeship.

7. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Board 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 Board.

(b) There shall be three (3) copies of each agreement, of which one (1) copy shall be held by the employer, one (1) shall be held by the legal guardian of the apprentice, and one (1) copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one (1) 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.

8. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five (5) years, but this period may be reduced in special circumstances with the approval of the Board.

9. 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.

10.(a) The Board 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 Board, and shall be made out in quadruplicate and shall, unless the Board 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 (2) months of the date on which the transfer is effected.

(c) One (1) copy of the transfer agreement shall be held by the late employer, one (1) shall be held by the new employer, one (1) shall be held by the legal guardian of the apprentice, and one (1) shall be retained by the Registrar.

11. 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.

12. 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.

13. In the event of an employer being unable to provide work for the apprentice or to agree mutually with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Board to arrange for such transfer, and if the transfer cannot be arranged application may be made to the Court to have such agreement cancelled.

14. 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.

15. 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 (1) month's notice in writing to the Board and to the parties concerned that such apprenticeship shall be

terminated. Notice of every termination under this clause shall be given by the Board to the Court within seven (7) days of such cancellation.

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

17. 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.

18. 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.

19. On the bankruptcy or insolvency of the employer, the following provisions shall apply, subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies:—

- (a) The trustee or liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date.
- (b) Neither the apprentice his parent or guardian shall have any right of action against the employer unless the Board specifically authorises the same after consideration of the circumstances and in any event any proceedings for damages hereunder authorised by the Board must be commenced within six (6) weeks after the service on the apprentice of the notice referred to in sub-clause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

20. Subject to Regulation 34, time lost by the apprentice through sickness or any other cause whatsoever may with the consent of the Board 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.

21. The term of apprenticeship may be extended by the Board 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 Board. The employer shall be notified in writing of any application to the Board under this clause. 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 Board may determine.

Technical Education Classes.

22. (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 twelve (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 Board, the Board 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 (4) hours per week.

23. Where in any case it is shown to the satisfaction of the Board 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 Board may direct.

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

25. 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.

26. (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 seventy per centum (70%) 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.

27. (a) The examiners shall be persons skilled in the industry and appointed by the Board. 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 Board 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 Board in writing as to the result of the examination within one (1) month from the date of holding the examination, but this period may be extended by the Board. The Board shall file the report with the Registrar of 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.

28. 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.

29. In lieu of, or in addition to, examiners above referred to the Board 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.

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

31. Upon the failure of an apprentice to pass two (2) 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 (e.g. 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.

32. 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.

33. 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 (1) month in each year;

(b) where the time lost through sickness exceeds three (3) 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 (7) days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding five shillings (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.

34. 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.

35. 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.

36. 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.

37. 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 Board—

(a) for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Board 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 Board grants the application holidays will be reduced pro rata; or

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

Miscellaneous.

38. (i) 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.

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

39. 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 (12) 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 (12) months the method of ascertaining the number shall be as agreed by the parties to the award, or, if no agreement be arrived at, as determined by the Board.

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

41. In default of the Board exercising any powers vested in it under this award the Court may exercise the same.

FORMS.

Form "A."

To The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form "B."

Certificate of Service.

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

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

(Signature of Employer).....

Form "C."

Certificate of Attendance at Technical School.

(Reg. 26 (b).)

This is to certify that.....
.....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.

.....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).....(occu-
pation) (hereinafter called "the employer") of the
first part.....of
.....born on the.....day
of 19... (hereinafter called "the apprentice") of the
second part and.....of.....(address)
.....(occupation).....parent (or
guardian) of the said.....(hereinafter
called the "parent" or "guardian") of the third part
witnesseth as follows:—

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

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

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

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

3. The employer for himself and his 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 Board of Apprenticeship and Junior Labour not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

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

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

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

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

(c) This Agreement may, subject to the approval of the Board of Apprenticeship and Junior Labour, be cancelled by mutual consent by the employer and parent (or guardian) giving one (1) month's notice in writing to the Board 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 pre-
sence of—

.....
(Signature of Employer.)

Noted and registered this....day of.....19..

.....
Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 35 of 1936:

Between Coastal District Committee Amalgamated Engineering Union Association of Workers and State Executive Australasian Society of Engineers, Industrial Association of Workers, Applicants, and Forwood Down W.A. Limited, Saunders and Stuart Proprietary Limited and others as per the first and second schedules attached hereto, Respondents.

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

AWARD.

1.—Definitions.

In this Award subject to the context:—

"Patternmaker" means a tradesman engaged in the making of patterns in wood.

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

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

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

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

"Motor mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or chassis on motor cars or other motor vehicles, except motor cycles.

"Motor vehicle assembler" means a worker engaged in assembling and putting together the parts of a motor vehicle as received from the maker, but does not include a worker engaged in any work in the nature of altering or adjusting such parts, which is the work of a motor mechanic or a motor cycle mechanic.

"Motor cycle mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or frames and/or chassis of motor cycles and sidecars.

"Cycle mechanic" means a worker engaged in building, brazing, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts of a pedal cycle.

"Cycle assembler" means a worker engaged in assembling and putting together and adjusting the parts of a pedal cycle as received from the maker.

"Locksmith" means a tradesman engaged in the making and/or repairing of locks, and the mechanism of safe and strong-room doors.

"Automotive electrical fitter" means a worker engaged in the manufacture and repair of the starting, lighting and ignition equipment of motor vehicles (including motor cycles).

"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, but a worker whose duty consists of placing electrodes in "neon" tubes sealed by the worker shall not be deemed for that reason to be an electrical fitter. (See Clause 19 (i)).

"Electrical installer," subject to the exceptions specified in this definition, means a worker engaged in the installation of electric lighting, electric meters, bells, telephones or motors, and apparatus used in connection therewith, and includes a worker engaged in the running, repairing and testing of wires used for lighting, heating or power purposes.

The term does not include a worker who fixes a motor on a concrete bed or who erects metal frames for the support of apparatus used in connection with the generation or distribution of electricity.

"Battery fitter" means a worker engaged in overhauling and repairing storage batteries.

"Battery attendant" means a worker who carries out testing, topping up, cleaning, charging and discharging, removing and replacing storage batteries.

"Linesman and/or wireman" means a worker engaged (with or without labourers assisting) in erecting poles for electric wires, or erecting wire 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 electric poles off the ground, or doing any other work in connection with wiring and fixing which does not require the possession of an installers license under the regulations made pursuant to the Electricity Act, 1937. (See Clause 19 (ii)).

"Meter fixer" means a worker employed in the fixing and removing of meters, who, for the purpose of carrying out his work, is not required to possess an installer's license under the regulations made pursuant to the Electricity Act, 1937.

"Meter tester—first grade" means a worker whose work consists of:—

- (a) Placing polyphase electricity meters in position and connecting them up to a supply for the purpose of testing their accuracy of registration in conjunction with a master meter or other checking device; and
- (b) Adjusting a regulating screw or other regulating device on the meter in order to secure uniformity of the speed of the meter under check with the checking device within the prescribed limits; and
- (c) Noting or recording the speed of the meter under check.

"Meter tester—second grade" has the same meaning as "meter tester—first grade" except that it shall be read and construed as applying to single-phase meters instead of polyphase meters.

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

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

"Second-class welder" means a worker who:—

- (a) Uses any of the foregoing types of welding apparatus in filling castings; or
- (b) Welds with the aid of a jig; or
- (c) Operates automatic welding machines for the setting up of which he is not responsible.

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

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

"Electroplater—first-class" means an adult worker who maintains the solutions used and is responsible for the electroplating of ware.

"Electroplater—second-class" means an adult worker not responsible for the solutions used and engaged mainly on nickel plating.

"Rigger and splicer" means a worker responsible for the erection of tackle and who, amongst other duties, is required to splice wire rope.

"Window-frame making" means the making in quantities of metal window frames, metal doors and grilles, and metal ornamentations used in buildings.

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

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

"Casual worker" (see Clause 6 (ii)) subject as hereinafter mentioned means a worker employed for less than six (6) consecutive working days but does not include a worker picked up for the purpose of unloading pig iron, scrap iron and coke in the Cast Pipe Section. For the purpose of this definition, in the case of a worker employed as an aeroplane mechanic, the intervention of the worker's "day off" in accordance with the existing practice shall not be deemed to break the sequence of the working days.

"Pipe builder" means a worker in charge of the assembling and straightening up of the different sections of a pipe ready for the welder.

"Pipe assembler" means a worker assisting under the direction of a pipe builder in assembling and straightening up the different sections of a pipe ready for the welder.

2.—Respondents.

(i) The names of the respondents parties to and bound by this Award are set out in the First Schedule.

(ii) (a) This Award shall also apply to all workers in the classifications specified in the Third Schedule who are not specifically covered by any other award or industrial agreement and who are employed from time to time by the respondents mentioned in the Second Schedule and by other persons carrying on a similar type of business to that carried on by any of those respondents, as regards the area over which the Award operates (Clause 3), the term of the Award (Clause 4), the nature of the contract of service (Clause 5), wages (Clause 6), piecework (Clause 8), higher duties (Clause 9), special provisions (Clause 10), part-time employment (Clause 16), holidays (Clause 17), absence through sickness (Clause 18), general board of reference (Clause 20), board of apprenticeship and junior labour (Clause 21), apprentices (Clause 22), junior workers (Clause 23), representative interviewing workers (Clause 25), record (Clause 26).

(b) Liberty is reserved to the applicant unions and to any of the respondents mentioned in the Second Schedule and to any other employer carrying on a similar type of business to that carried on by any of the respondents named in the Second Schedule, to apply at any time for a special provision to be made in this Award as regards hours of duty, overtime and shift work provisions applicable to any such worker in the employ of any such respondent.

3.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

4.—Term.

The currency of this Award shall be for three (3) years from the date hereof: Provided that at any time after the expiration of twelve (12) calendar months from the date hereof, the Court may alter or amend same on the application of any party or person affected by its provisions.

5.—Contract of Service.

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

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

6.—Wages. (And see Clauses 7 to 12 inclusive.)

(i) The minimum rates payable to workers shall be in accordance with the Third Schedule hereinafter appearing. The rates are for convenience sake set forth in weekly amounts.

(ii) A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award.

(iii) If for any cause workers engaged on the task system in the Cast Pipe Section perform less than the recognised day's work their pay for that day may be reduced proportionately.

7.—Structural Iron and Steel Works.

Tradesmen and other workers who are engaged on structural iron and steel shall be paid the rates for such work set out in the Boilermakers' Award, No. 38 of 1936, and any variation thereof. Otherwise, where

applicable, all the provisions of this award shall apply to tradesmen and other workers mentioned in the Wages Schedule when employed on structural iron and steel work.

8.—Piecework.

(a) Subject to the minimum wages 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 correction or regulation of any piecework rates, time bonus rate, task rate or any other system of payment by results.

9.—Higher Duties.

Subject to paragraph (c) of Clause 10 of this award, a worker engaged for more than half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half of one (1) day or shift he shall be paid the higher rate for the time so worked: Provided that nothing in this clause shall affect the existing custom in the Cast Pipe Section.

10.—Special Rates and Provisions.

(a) Height money: Workers engaged in the erection of steel frame buildings, bridges, and gasometers 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.

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

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

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

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

(v) Before goggles, glasses and gloves or any such substitutes which have been used by a worker are re-issued by the employer to another worker they shall be effectively sterilized.

(c) A tradesman (not employed as a first-class welder) who, in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling (1s.) per day in addition to his ordinary rate of pay whilst so engaged. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the higher duties clause of this award. (See Clause 9.)

(d) Men tarring pipes in the Cast Pipe Section shall be paid sixpence (6d.) per day extra.

(e) Dirt Money: One penny halfpenny ($1\frac{1}{2}$ d.) per hour shall be paid to workers when engaged on work of a specially dirty nature, where clothes are necessarily unduly soiled or injured or boots are injured by the nature of the work done.

Without limiting the definition of dirty places, the following may be taken as examples:—Chimney flues other than new, inside fire-boxes and smoke-boxes other than new, inside boilers other than new, motor car sumps other than new (where elevator is not provided).

(f) Work on ships: One penny halfpenny ($1\frac{1}{2}$ d.) per hour extra shall be paid to workers when engaged in working under lower platforms of engine rooms, in bilges, or any confined spaces around ship's boilers between ship's sides and boilers, through manhole doors, and between bulkheads and back-end of single-end boilers.

(g) Marine work: Work in double-bottom tanks and bilges and on board ships in any confined spaces where it is necessary for the worker to work in a stooping, sitting or otherwise cramped position, shall be paid for at the rate of one penny halfpenny ($1\frac{1}{2}$ d.) per hour extra.

(h) Extra payment in respect of dirt money or on ships or marine work shall not be cumulative.

(i) Leading hand:

(i) Any tradesman placed in charge of three (3) or more other tradesmen or six (6) other workers shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(ii) Any other worker placed in charge of six (6) or more workers shall be paid one shilling and eightpence (1s. 8d.) per day above the minimum rate hereinbefore prescribed for his classification.

(j) Patternmaking: The sum of two shillings and sixpence (2s. 6d.) per week shall be added to the rates herein prescribed in the case of an apprentice to patternmaking.

(k) Tapper-out: A worker occasionally employed as a tapper-out if not a tradesman shall receive one shilling (1s.) per day over his rate on casting days.

(l) Chemical and manure works: The minimum rates prescribed for all classifications other than general labourer in this Award shall be increased by fivepence (5d.) per day for workers in artificial manure or chemical works. Workers receiving the extra pay shall not be entitled to payment for dirty work.

(m) Apprentices and junior workers shall be deemed to be included in the provisions of paragraphs (a), (b), (e), (f) and (g) of this clause.

(n) Employers shall provide reasonable washing and sanitary conveniences.

(o) Linesmen and their assistants shall be supplied with oilskins and sou'-westers every two (2) years. The worker shall be responsible for any loss of or damage to the same (ordinary wear and tear excepted) before the expiration of such period. If the worker leaves or is dismissed from his employment before the expiration of two (2) years from the issue he shall return the oilskin and sou'-wester issued to him.

11.—Country Work.

(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 hours shall be paid for in such period.

12.—Under-rate Workers.

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

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

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

13.—Hours.

(And see Clauses 14 to 16 inclusive.)

(1) (a). Forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work, provided that—

(i) by agreement between the employer and the workers employed in any particular establishment the week's work may be worked in five (5) days, exclusive of Saturday and Sunday; and

(ii) the week's work may include Sunday in the case of workers engaged in and about the tending of, or doing work preliminary to the arrival or departure of, an aeroplane which carries mails and is scheduled to arrive at an aerodrome on a Sunday but in that case the worker shall be allowed a day off during the week in lieu of Sunday and shall be entitled to pay for Sunday at penalty rates in accordance with sub-clause (3) of Clause 14;

(b) No day's work shall exceed eight (8) hours forty-eight (48) minutes.

(c) The ordinary hours of work shall be between 7.30 a.m. and 5.30 p.m., except:—

- (i) on Saturday when work shall finish at noon;
- (ii) in the case of workers employed in the making of cast pipes in which case the recognised custom as to the day's work, including five (5) hours' work on Saturday for workers on the task system, shall continue;
- (iii) in the case of workers engaged in and about the tending of aeroplanes or doing work preliminary to arrival or departure of an aeroplane, when the starting time may at the option of the employer be either earlier or later, but not earlier than 6 a.m. or later than 3 p.m. If any such earlier or later time is decided on by the employer the ordinary hours of the worker shall be deemed to cease not later than nine (9) hours (inclusive of meal time) from the time of starting.

(2) This award shall not of itself operate to increase the hours in any business in which at the date of the issue of this award the hours worked were less than forty-four (44) per week.

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

14.—Overtime.

(1) No worker shall be called upon by the employer to work, and no worker shall work, outside the ordinary hours of labour prescribed by this award (or where the worker is engaged on shift work, outside the ordinary hours of the shift on which the worker is engaged) for a period or periods in excess of:—

- (a) four (4) hours in any twenty-four (24) hours—such twenty-four (24) hours to be computed from midnight of one particular day to midnight on the next following day;
- (b) twelve (12) hours in any period of seven (7) days commencing at midnight on a Sunday and ending at midnight on the next following Sunday;

Provided that:—

- (i) the periods of four (4) hours and twelve (12) hours specified in paragraphs (a) and (b) of sub-clause (1) may in any particular case by agreement between the employer and the union be extended to eight (8) hours and twenty-four (24) hours respectively; and
- (ii) notwithstanding the provisions of the preceding paragraph (i), in circumstances of pressing emergency arising out of the breakdown of machinery or plant the limits stated in paragraphs (a) and (b) of this sub-clause may be exceeded but so that no worker shall do more than twenty-four (24) hours' overtime in any one (1) week, but where the limits are exceeded under this proviso the employer shall within twenty-four (24) hours of the completion of the job notify the union in writing forwarding particulars of the job, including the date and place of performance, the names of the workers engaged, and the amount of overtime worked by each;
- (iii) where an employer has given notice of his intention to work shifts under the next clause of this award and *bona fide* commences to do so but by reason of breakdown of machinery or some other cause which could not have been reasonably foreseen or prevented there is a break in the sequence of the shifts so that the employer cannot qualify for shift work under that clause the employer shall be liable to pay overtime rates in respect of time worked outside the ordinary hours but shall not be liable to a penalty for a breach of this award if the hours worked by any worker could have been legitimately worked had the shifts continued without break in sequence for the qualifying period.

(2) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours, and double time thereafter.

(3) Work done on Sunday (including work done by aeroplane mechanics on Sunday), Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday or Labour Day, shall be paid for at double time rate, except in connection with repairs to the employer's machinery which has broken down and has caused a stoppage of operations, when the rate of time and a-half shall apply to the work done on such days.

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

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

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

(7) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(8) Overtime on shift work shall be based on the rate payable for shift work.

(9) Liberty is reserved to employers carrying on oxygen production plants to apply at the expiration of a period of three (3) months from the date of this award for a variation of this clause as regards liability for overtime and the loading rates therefor.

15.—Shift Work.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the union.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked but shall be deemed to be overtime; on completion of the fifth (5th) consecutive afternoon's or night's work the worker shall be deemed to have been employed on afternoon or night shift as the case may be during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

For the first calendar month—Twenty-five (25) per cent.

After one (1) calendar month of shift work has been done—Ten per cent. (10%) for afternoon shift, and Fifteen per cent. (15%) for night shift.

After six (6) calendar months' shift work have been done—Five per cent. (5%) for afternoon shift and Ten per cent. (10%) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Sunday or on any public holiday.

(e) The rights of an employer under this clause shall date from the making of this award, so that shift work performed prior to that date shall not count in the computation of the period of one (1) calendar month mentioned in paragraph (c) of this clause.

16.—Part-time Employment.

The employer shall have the right, after having served written notice upon the union, at the expiration of seven (7) days therefrom, to apply to the Court for an order to vary Clause 13 (Hours) so as to provide for a shorter working week for any or the whole of his workers at the rate of wages specified in this Award or proportionate to the time so to be worked, without payment of casual rates, but before any order is granted the employer shall satisfy the Court that by reason of financial depression existing in the State such an order would be expedient in the interests of all parties concerned.

17.—Holidays.

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

(b) (i) Except when employed subject to the conditions of Subclause (3) of Clause 14 (Overtime) no worker shall be required to present himself for duty on any of the specially named holidays in Subclause (a) hereof.

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

(iii) If, pursuant to this clause, a worker works on any of the specially named holidays he shall have another paid holiday added to his annual holidays for each day so worked.

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

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

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

18.—Absence through Sickness.

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

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

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

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

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

19.—Special Conditions.

(i) The work of an electrical fitter shall not be tested by a worker of a lower grade.

(ii) No linesman shall be allowed to work off the ground on live wires without an assistant.

(iii) Notwithstanding anything contained in this Award any person who at the date thereof was employed as a meter tester and was paid a rate of wages as for an electrical fitter shall be entitled, whilst he continues in the employment of the employer who employed him at that date, to the rate of wages prescribed by this Award for an electrical fitter.

(iv) Notwithstanding anything contained in this Award any person who at the date thereof was employed in any of the capacities specified in the first column hereunder shall be entitled to be paid, whilst he continues in employment with the employer em-

ploying him at that date, the minimum margins specified in the second column hereunder:—

First Column.	Second Column.
	£ s. d.
Electric furnaceman	1 4 0
Shot and sand blast dresser not protected from flying shot and sand by a properly enclosed cabin	1 1 0
Shot and sand blast dressers who are protected from flying shot and sand by a properly enclosed cabin	0 12 0

20.—General Board of Reference.

(a) The Court hereby appoints for the purpose of the Award a Board of Reference.

(b) The Board shall consist of a chairman to be appointed by the Court and two (2) other representatives, one to be nominated by each of the parties.

(c) The Board's functions shall not include any matters especially delegated to the Board of Apprenticeship and Junior Labour constituted under Clause 21 of this Award.

(d) Subject to the preceding paragraph, the Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Award:—

(i) Classifying and fixing wages rates and conditions for any machine, occupation or calling not specifically mentioned in the Award, but so as not to contravene any of the provisions herein;

(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 any other matter that the Court may refer to the Board from time to time.

(e) The provisions of Regulation 92 of the Industrial Arbitration Act, 1912-1935, shall be deemed to apply to any Board of Reference appointed hereunder.

21.—Board of Apprenticeship and Junior Labour.

(i) Pursuant to section 87 of the Industrial Arbitration Act, 1912-1935, a special Board of Reference shall be appointed for the purpose of dealing with all matters affecting apprentices and junior workers specifically assigned to the determination of the Board by this Award or any other matters affecting apprentices and junior workers not dealt with under this award.

(ii) The Board shall consist of one (1) representative of the employers and one (1) representative of the workers and a chairman appointed by the Court.

(iii) If either party neglect on being notified by the Court to appoint a representative, or to appoint a new representative when the office of a representative becomes vacant, the Court may appoint another person to represent the party so in default.

(iv) The Board shall be invested with the following powers:—

(a) To endeavour to promote apprenticeships under this Award;

(b) To determine what tests of educational fitness and vocational fitness shall be passed by any person desiring to be apprenticed under this Award;

(c) To draw up syllabi of training and to set periodical examinations for apprentices bound under the Award;

(d) To permit in any special circumstances the taking or employment of an apprentice or of a junior worker by an employer notwithstanding that the quota fixed by this Award in any particular case may be exceeded;

(e) To enter any factory, workshop or place where an apprentice or junior worker is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice or junior is employed;

(f) To require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award or the workers (including apprentices) engaged therein with a view to determining whether a sufficient number of apprentices is being trained to meet the probable future requirements of the trade or industry;

- (g) Notwithstanding anything contained in this Award, to determine in any particular case that an apprentice or junior shall not be employed on any work which subjects him to unnecessary or undue danger, or which is beyond his strength or endurance.
- (h) To advise the Court as to all matters pertaining to apprentices or junior workers in respect of which, in the opinion of the Board, this Award should be altered or amended.
- (v) The chairman shall call all meetings of the Board and fix the time and place for each meeting. The Board shall determine its own procedure from time to time.
- (vi) All educational tests and tests of vocational fitness and all syllabi from time to time framed by the Board shall be reduced to writing and a copy shall be filed with the Registrar of the Court. The Court may from time to time vary or amend the same.
- (vii) (a) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Board or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.
- (b) In any proceeding for any contravention of this sub-clause 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 sub-clause.

22.—Apprentices.

Subject to the powers of the Board of Apprenticeship and Junior Labour:—

- (a) The employment of apprentices shall be governed by the provisions of the Fourth Schedule attached hereto.
- (b) Apprentices may be taken to:—
- Patternmaking.
 - Electrical fitting.
 - Fitting and/or turning.
 - First-class machining.
 - First-class welding.
 - Electrical installing.
 - Automotive electrical fitting.
 - Motor mechanics.
 - Motor cycle mechanics.
 - Brass finishing.
 - Electroplating and polishing.
 - Blacksmithing.
 - Coppersmithing.
 - Scale adjusting.
 - Locksmithing.
 - Battery fitting.

in the proportion of one (1) apprentice for every three (3) or fraction of three (3) tradesmen; provided that the fraction of three (3) shall not be less than one (1).

23.—Junior Workers.

- (1) (a) Subject to the powers of the Board of Apprenticeship and Junior Labour, junior workers under the age of twenty-one (21) years may be employed in electro-polishing and (subject thereto) in those callings in which apprenticeship is not provided in the proportion of one (1) junior to every three (3) or fraction of three (3) adult workers employed in any branch.
- (b) Notwithstanding the provisions of the preceding paragraph (a) where in any establishment tradesmen are employed and there are not sufficient adult workers to qualify for the employment of a junior under that paragraph, one (1) junior may be employed as a billy boy or messenger.
- (c) For the purpose of calculating the number of junior workers allowed to be taken at any time, the average number of adult workers employed on all working days of the six (6) months immediately preceding such time shall be deemed to be the number employed: Provided that the fraction of three (3) shall not be less than one (1): Provided further that, in the case of any business established for less than six (6) months, the method of calculation of the proportion of junior workers shall be determined by the Court.

- (d) For the purpose of this section "adult workers" shall be construed to mean those in receipt of a wage above the basic rate but below that of a tradesman or any of the avocations to which apprentices may be taken.
- (2) Junior workers shall not be employed on the following work:—

- (i) Passing rivets in confined spaces which in structural shops shall mean boiler repairs only;
- (ii) Painting in confined spaces with material which the Health Department may deem injurious to health;
- (iii) Assisting template-maker except on templates made of cardboard and/or wood and/or sheet iron eight (8) gauge and under;
- (iv) Holding up rivets over half ($\frac{1}{2}$) inch diameter;
- (v) Where the junior is under the age of nineteen (19) years, assisting furnacemen, but this prohibition shall not apply in the case of brass furnaces and small work;
- (vi) Assisting ladlemen other than in daubing or repairing ladles;
- (vii) where a junior is under seventeen (17) years of age, lifting a greater weight manual than forty (40) pounds at one time; where a junior is over seventeen (17) and under nineteen (19) years of age, lifting a weight manual greater than fifty-six (56) pounds at one time; and where a junior is over nineteen (19) years of age, lifting a weight manual greater than eighty-four (84) pounds at one time. Provided that the Board of Apprenticeship and Junior Labour may prohibit any junior from lifting any weight notwithstanding that it is less than the limit stated in this paragraph, if the Board is of the opinion that the junior cannot lift the weight without undue strain, or permit any junior to lift a weight in excess of such limit if the Board is of the opinion that the junior can lift the weight without undue strain;
- (viii) The work of tool storeman, storeman, dogmen, belt repairers, belt attendants and tappers-out, but a junior may be employed to assist a tool storeman or a storeman;
- (ix) Repair work on funnels, uptakes, fiddlies, tanks, gasometers and superheaters;
- (x) Repair work on boilers and smokeboxes;
- (xi) Cutting out and punching rivets;
- (xii) Cutting plates over one-eighth ($\frac{1}{8}$ th) inch thick by means of hammer and cold set;
- (xiii) Assisting to empty or repair tanks that contain acid;
- (xiv) Angle-iron cropping where angle-iron is not clamped: This does not apply to fencing standards or droppers made from angle-iron up to one and one-quarter ($1\frac{1}{4}$) inch by one-quarter ($\frac{1}{4}$) inch;
- (xv) Striking, except for blacksmith apprentices;
- (xvi) Assisting engineers amongst unguarded belting or shafting whilst in motion whether on or off the ground;
- (xvii) Breaking up pig-iron, carrying ladles of hot metal; or, when a junior is under the age of nineteen (19) years, wheeling or mixing loam;
- (xviii) Drilling in boilermaking and/or boiler repair shops;
- (xix) Charging furnace;
- (xx) Acting as furnaceman;
- (xxi) Any other work which may be prohibited by agreement between the employer and the union and, failing such agreement, as determined by the Board of Apprenticeship and Junior Labour referred to.

24.—Cadets.

- (a) Notwithstanding anything herein contained or implied, a *bona fide* employer shall be permitted to appoint one (1) son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one (1) such cadet at any particular time shall be permitted any employer. Where a cadet is employed in the work of a motor mechanic or motor cycle mechanic, he shall, whilst so employed, be counted as an apprentice for the purpose of Clause 40 of the Apprenticeship Regulations annexed hereto.
- (b) University Students: Provision may be made by agreement between the parties as to terms and conditions of employment, but any such agreement shall be submitted to the Court for approval within one (1) month after the making thereof.

25.—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 association 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 (1) week.

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under section 167 of the Industrial Arbitration Act, 1912-1935.

26.—Record.

(a) Each employer shall keep a time and wages book showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection to a duly accredited official of the union during the usual office hours at the employer's office, or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect, it shall be made available for inspection within twelve (12) hours either at the employer's office or at the works.

27.—Posting of Award.

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

In witness whereof this Award has been signed by the Chairman of the Industrial Board this 23rd day of August, 1938.

ALBERT A. WOLFF, J.,
Chairman.

FIRST SCHEDULE.

List of Respondents Bound by Award.

Industry.	Name of Respondent.	Address.
Aeroplane mechanics	Australian National Airways, Ltd.	56 William street, Perth
	Royal Aero Club of W.A.	William street, Perth
Battery manufacturers and/or dealers	Vesta Battery Co. (Aust.), Ltd.	886b Hay street, Perth
Blacksmiths	Bradshaw & Beazley	171 Royal street, East Perth
Brass foundries	P. R. Goerke	7 Greenway street, Perth
Coppersmiths	Rushdon, Bushell & Co. C. R. Laning & Sons	Elder street, Perth 238 High street, Fremantle
Cycle manufacturers and/or dealers	Armstrong Cycle & Motor Agency	862 Hay street, Perth
	Arrow Cycles	821 Hay street, Perth
	Charman & Williams General Accessories Pty., Ltd.	996 Hay street, Perth 647 Murray street, Perth
Display fitting manufacturers	West Cycles, Ltd.	511 Hay street, Perth
	Dunn Bros.	129 Murray street, Perth
Electricians	L. H. Deague & Co., Ltd.	540 Hay street, Perth
	J. Riley	6 Stirling highway, Nedlands
Electrical contractors	Breare & Doonan, Ltd.	298 Murray street, Perth
	H. C. Little & Co., Ltd.	402 Murray street, Perth
Electricity and gas supply	J. L. Mattinson	Queen's place, Perth
	City of Perth Electricity and Gas Department	132 Murray street, Perth
Engineers—Automotive electrical	R. G. Beste	10 King street, Perth
	Elliott & Kiesey	380-2 Murray street, Perth
	Cheffins & Co.	811a Hay street, Perth
General	A. D. Urquhart	61 Market street, Fremantle
	M. J. Bateman, Ltd.	12 Milligan street, Perth
	Saunders & Stuart Pty., Ltd.	276 James street, Perth
	Sutherland & Sons, Ltd.	169 Aberdeen street, Perth
	Fraser & Chalmers Engineering Works, Ltd.	393 Murray street, Perth
	George Kent (W.A.), Ltd.	66-70 Railway parade, West Perth
	Solent Engineering Works	252 James street, Perth
	Tomlinson & Co., Ltd.	43 Lord street, Perth
	Atkins (W.A.), Ltd.	894 Hay street, Perth
	J. W. Henderson & Son	372 Hay street, Subiaco
	Hoskins & Co., Ltd.	494 Murray street, Perth
	McPherson's Pty., Ltd.	532 Murray street, Perth
	T. Dilbeck & Son, Ltd.	2 John street, Perth
	J. & E. Ledger, Ltd.	239 Pier street, Perth

Industry.	Name of Respondent.	Address.
Electroplaters	Greaves & Son	589 Wellington street, Perth
	Power & Sons	304 Murray street, Perth
	Arthur D. Clarke & Son (1933), Ltd.	982 Hay street, Perth
Fertiliser manufacturers	Dunn Bros.	129 Murray street, Perth
	Cuming Smith & Mount Lyell Farmers' Fertilisers, Ltd.	St. George's terrace, Perth
Foundry and engineering	Port Foundry & Engineering Co.	19 Essex street, Fremantle
	Fremantle Foundry & Engineering Works	Beach street, Fremantle
Garage and service station proprietors	J. R. Venables	97-101 Oxford street, Leederville
	Vetter & Co.	50 Murray street, Perth
	Tivoli Garage	873 Hay street, Perth
	Kent's Garage	Commercial road, Midland Junction
	A. Nasso & Sons	371 Charles street, North Perth
Ironworks	Shearer's Garage	255 Canning road, East Fremantle
	Western Ironworks	210 High street, Fremantle
Locksmiths	B. Makutz	26 Coolgardie street, West Perth
Machinery dealers and makers of machinery and parts	Western Machinery Co., Ltd.	494 Murray street, Perth
	McPherson's Pty., Ltd.	532 Murray street, Perth
Motor engineers	Mason & Simonsen, Ltd.	Adelaide terrace, Perth
	United Motors	978 Hay street, Perth
	R. Moore & Son	60 Short street, East Perth
	Winterbottom Motor Co., Ltd.	199 St. George's terrace, Perth
Motor selling and/or dealing	Ford Motor Co. (Aust.), Pty., Ltd.	North Fremantle
	Sydney Atkinson Motors, Ltd.	2 William street, Perth
	Comet Motors, Ltd.	918 Hay street, Perth
	M. S. Brooking (1931), Ltd.	853-7 Hay street, Perth
	Mortlock Bros., Ltd.	914 Hay street, Perth
Motor replacements	Coventry Motor Replacements	878 Hay street, Perth
Municipal Councils—Suppliers of electrical energy	Subiaco Municipal Council	Subiaco
	Midland Junction Municipal Council	Midland Junction
Neon Signs—Manufacturers and installers of	Rainbow Neon Light Co., Ltd.	383 Hay street, Perth
	Neon Electric Co.	856 Hay street, Perth
	Federal Bus Service, Ltd.	46 Lake street, Perth
	Metropolitan Omnibus Co., Ltd.	St. George's terrace, Perth
Oxygen production	Western Oxygen Co., Ltd.	Hay street, West Subiaco
Oxywelders	Bradshaw & Beazley	171 Royal street, East Perth
Pipe manufacturing	Monteath & Sons Pty., Ltd.	586 Hay street, Subiaco
	Stewarts & Lloyds (Aust.) Pty., Ltd.	959-961 Hay street, Perth
Plumbers	Hume Steel, Ltd.	Upam street, Subiaco
	George Hill & Co.	5 Nash street, Perth
Road Boards, suppliers of electrical energy	Perth Road Board	Perth
Safe-makers	Bassendean Road Board	Bassendean
Scale-makers	B. Makutz	26 Coolgardie street, West Perth
Spring-makers	Worthington Scale Co.	36 Milligan street, Perth
Structural engineers	Arthur D. Clarke & Son (1933), Ltd.	982 Hay street, Perth
	Forwood Down (W.A.), Ltd.	Wellington street, Perth
Steel manufacturers	Structural Engineering Co. of W.A., Ltd.	Welshpool
	Hadfields (W.A.), 1934, Ltd.	Bassendean
Stove and range-makers	Westral Foundry and Manufacturing Co.	9 Saunders street, East Perth
	Mettres, Ltd.	847 Hay street, Perth
Taxi-car service	Yellow Cabs (W.A.), Ltd.	Adelaide terrace, Perth
Timber merchants	Bunning Bros., Ltd.	49 Charles street, West Perth
	Millar's Timber & Trading Co., Ltd.	St. George's terrace, Perth
	Bradshaw & Beazley	171 Royal street, East Perth
Welders—Oxy-electric	L. C. Lewis	688 Wellington street, Perth

SECOND SCHEDULE.

List of Respondents Partly Bound by Award, and in respect of whom Liberty to Apply is Reserved.

Industry.	Name of Respondent.	Address.
Asbestos cement—Manufacturers of	James Hardie & Co., Ltd.	Rivervale
	Mills & Ware, Ltd.	William street, Fremantle
Biscuits and cakes—Manufacturers of	Swan Brewery Co., Ltd.	127 St. George's terrace, Perth
	Metropolitan Brick Co., Ltd.	17 Commercial Bank Chambers, Perth
Bricks—Manufacturers of	L. Whiteman, Ltd.	Middle Swan
Cement—Manufacturers of	Swan Portland Cement, Ltd.	Rivervale
Confectioners and cordial makers	Plaistowe & Co., Ltd.	155 Havelock street, West Perth
	Plaimar, Ltd.	169 Havelock street, West Perth
Dairy produce—Manufacturers of	Pascomi	Stuart street, Perth
	Watson's Supply Stores	31 High street, Fremantle

Industry.	Name of Respondent.	Address.
Engravers	Sheridan's Engraving & Stamp Co.	846 Hay street, Perth
Footwear — Manufacturers of	Pearse Bros.	Swan street, North Fremantle
Glass — Manufacturers of	Australian Glass Manufacturers Co., Ltd.	45 Kensington street, Perth
Grain handling in bulk	Co-operative Bulk Handling, Ltd.	Wellington street, Perth
Ice and ice-cream — Manufacturers of	Brownes, Ltd.	299 Charles street, North Perth
Ice — Manufacturers of and /or cold storers	Perth Ice & Cool Storage, Ltd.	619 Murray street, Perth
Machinery merchants	Fremantle Cold Storage Co., Ltd.	42 Beach street, Fremantle
	Malloch Bros., Ltd.	50-54 William street, Perth
	H. J. Wigmore & Co., Ltd.	613 Wellington street, Perth
	Burridge & Warren, Ltd.	69 King street, Perth
	The Westralian Farmers, Ltd.	596 Wellington street, Perth
	Paterson & Co., Ltd.	37 Packenham street, Fremantle
	H. V. McKay Massey Harris Pty., Ltd.	344 Murray street, Perth
Matches — Manufacturers of	W.A. Match Co., Ltd.	Havelock street, West Perth
Meat—Suppliers of	Behns, Ltd.	136 Barrack street, Perth
Meat treatment works	West Australian Meat Exports Co., Ltd.	Robbs Jetty, Fremantle
Monumental Masons	Wilson Gray & Co., Ltd.	215 Newcastle street, Perth
Netting and Wire—Manufacturers of	W.A. Netting & Wire Co., Ltd.	William street, Perth
Opticians and instrument makers	Frost & Shipham	249 Murray street, Perth
Petrol and oils—Vendors of	Shell Co. of Australia, Ltd.	St. George's terrace, Perth
	Vacuum Oil Co. Pty., Ltd.	St. George's terrace, Perth
Plumbers and sheet metal workers	S. W. Hart & Co.	97-103 Fitzgerald street, Perth
Printers	West Australian Newspapers, Ltd.	St. George's terrace, Perth
Refrigerators — Servicing of	Refrigeration Erection & Service Co., Ltd.	A.N.A. House, Perth
Reinforced cement pipes — Manufacturers of	Hume Pipe Co. (Aust.), Ltd.	Upham street, Subiaco
Repair and servicing of machinery used in connection with respondents' businesses of general retail houses and repair and servicing of motor vehicles used in connection with such businesses	Foy & Gibson (W.A.), Ltd.	Hay street, Perth
	Boans, Ltd.	Wellington street, Perth
	Harris, Scarfe & Sandovers, Ltd.	Hay street, Perth
Rope and twine—Manufacturers of	W.A. Rope & Twine Co. Pty., Ltd.	Buckland Hill
Tobacco merchants	Michelides, Ltd.	86 Roe street, Perth
Tiles — Manufacturers of	Wunderlich, Ltd.	Lord street, East Perth
Quarrying	White Rock Quarries, Ltd.	12 A.M.P. Chambers, Perth

THIRD SCHEDULE.

Wages.

Basic Wage:

	Per Week.
	£ s. d.
Within a fifteen (15) mile radius of the General Post Office, Perth ..	4 1 1
Outside a fifteen (15) mile radius but within a twenty-five (25) mile radius of the General Post Office, Perth ..	4 1 0
(I.) General Engineering Section.	
(a) Jobbing and Making Division:	
	Margin.
	£ s. d.
Patternmaker	1 19 0
Electrical fitter	1 10 0
Tradesman	1 10 0
Aeroplane mechanic holding metal A and B Certificates	2 0 0
Aeroplane mechanic holding C and D Certificates	1 10 0
Motor mechanic	1 7 0
Motor cycle mechanic	1 7 0
Brass finisher	1 10 0
First-class machinist	1 10 0
Second-class machinist	1 0 0
Locksmith	1 10 0
Scale adjuster:—	
Fully licensed	1 10 0
Sectional license	0 15 0
Cycle mechanic	1 0 0
Cycle assembler	0 10 0
Cycle wheelbuilder	0 10 0
Cycle filer	0 7 6
Cycle polisher	0 10 0

Wages—continued.

	Margin.
	£ s. d.
(b) Manufacturing Division:	
Patternmaker	1 19 0
Tradesman	1 10 0
First-class machinist	1 10 0
Second-class machinist	1 0 0
Process worker	0 8 0
Assembler (window frame making) ..	
Machinist (not a process worker in window frame making)	
Note.—Margins for the assembler and machinist in window-frame making division shall be determined by the Court (if the parties are unable to agree) when this class of work is an established concern.	
(II.) Electrical Section:	
Electrical fitter and/or armature winder ..	1 10 0
Meter tester—	
First grade	1 2 0
Second grade	0 18 0
Automotive electrical fitter	1 10 0
Electrical installer	1 7 0
Electrical fitter's or electrical installer's assistant	0 9 0
Linesman (and/or wireman)	1 3 0
Meter fixer	0 18 0
Battery fitter	1 10 0
Battery attendant	0 10 0
Process worker	0 8 0
Linesman's assistant	0 9 0
(III.) Electroplating Section:	
Electroplater—	
First class	1 10 0
Second class	1 0 0
Polisher	0 16 0
(IV.) Welding Section:	
First-class welder	1 13 0
Second-class welder	0 14 0
Third-class welder	0 12 0
Fourth-class welder	0 10 0
(V.) Wrought Pipe Section:	
Pipe tester	0 9 0
Pipe rounder	0 9 0
Pipe builder	0 15 0
Pipe assembler	0 9 0
Machine operator in charge of machine ..	0 15 0
Faucetmaker in charge of furnace	0 18 0
Man assisting furnace faucet maker ..	0 11 0
Man on tar dip and sand rolling	0 11 0
All other labour as provided in Divisions (4) and (8).	
(VI.) Smithing Section:	
Blacksmith	1 10 0
Coppersmith, other than coppersmiths adults on wash coppers and side boilers for stoves (hand and machine)	1 10 0
Coppersmiths, adults on wash coppers and side boilers for stoves (hand and machine) ..	0 11 0
N.B.—The foregoing two classifications of a coppersmith do not relate to sheet metal workers in copper sheet metal who come within the designation of "First-class Bench Hand" and "Stock Hand" under the terms of the Sheet Metal Workers' Award (No. 22 of 1936).	
(VII.) Cast Pipe Section:	
(a) Vertical Pipe Section:	
Rammer	0 13 6
Holeman	0 13 6
Caster	0 13 6
Tapper	0 13 6
Leading Coremaker	0 13 6
Steadier to caster	0 7 6
Steam riddler attendant	0 7 6
Emptier (not less than two (2) men) ..	0 4 6
Faucetmaker	0 7 6
Coremaker	0 7 6
Machinist pipe cutter	0 7 6
(b) Bank Pipe Section:	
Head bank pipe moulder	0 13 6
Footman	0 7 6

Wages—continued.

	Margin.
	£ s. d.
(VIII.) Ironworking Section:	
Emery wheel attendant	0 11 0
Dressers, fettlers, grinders	0 11 0
Dressers, fettlers and grinders when using portable machines	0 13 0
Blacksmith's striker	0 9 0
Forge furnaceman	1 7 0
Cupola furnaceman	0 18 0
Electric furnaceman	0 17 0
Men attending small rivet-heating or bolt-heating or similar types of fires	0 11 0
All other furnacemen	0 15 0
Assistant furnacemen	0 9 0
Core stove or oven attendant	0 11 0
Riggers and splicers on ships and buildings	0 15 0
Riggers and splicers except on ships and buildings	0 11 0
Men engaged in the erection of block and tackle gear	0 11 0
Dogman	0 11 0
Crane attendant—rheostatic overhead crane	0 11 0
Hammer drivers	0 11 0
Benders of iron and steel frames used for reinforcing concrete	0 11 0
Painters of iron work (other than coach painters and ship painters (brush))	0 9 0
Painters as before using spray	0 10 0
Grinding machine operator	0 11 0
Adult friction saw operator	0 9 0
Cold saw operator	0 11 0
Tappers-out	0 11 0
Shot-blast and sand-blast dressers who are not protected from flying shot and sand by a properly enclosed cabin	0 19 0
Shot-blast and sand-blast dressers who are protected from flying sand and shot by a properly enclosed cabin	0 9 0
Belt repairers	0 9 0
Tool storeman	0 9 0
Overhead oilers	0 9 0
Laggers	0 9 0
Motor vehicle assembler	0 11 0
Boiler (inside) cleaners and chippers	0 15 0
Annealing stove attendant	0 11 0

(IX.) Tradesmen's Assistants:

Boilermaker's assistant	0 9 0
Structural steel tradesman's assistant	0 9 0
Moulder's assistant	0 9 0
Fitter's assistant	0 9 0

(X.) Other Workers:

All workers not otherwise provided for in any of the preceding sections	Nil
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(XI.) Apprentices' Wages:

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

(XII.) Junior Workers:

Up to 16 years of age:—	
First six (6) months	20
Balance of term	30
16 to 17 years of age	35
17 to 18 years of age	45
18 to 19 years of age	55
19 to 20 years of age	65
20 to 21 years of age	85

Provided that, with the consent of the Board of Apprenticeship and Junior Labour, a junior worker under the age of nineteen (19) years may be employed at the following rates:—

If he has had less than one (1) year's experience:—

Not less than seventy-five per cent. (75%) of the rate to which he would otherwise be entitled.

If he has had not less than one (1) year's experience but less than two (2) years' experience:—

Not less than eighty per cent. (80%) of the rate to which he would otherwise be entitled.

If he has had not less than two (2) years' experience but less than three (3) years' experience:—

Not less than eighty-five per cent. (85%) of the rate to which he would otherwise be entitled.

Within the foregoing limits, the said Board may fix the rate of remuneration to which any such junior under the age of nineteen (19) years shall be entitled.

SCHEDULE No. IV.

Apprenticeship Regulations.

1. (i) "Act" means the Industrial Arbitration Act, 1912-1935, and any alteration or amendment thereof for the time being in force.

(ii) "Apprentice" means any person 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.

(iii) "Award" includes Industrial Agreement.

(iv) "Board" means the Board of Apprenticeship and Junior Labour.

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

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

(vii) "Minor" means a person not less than fourteen (14) years of age and not more than eighteen (18) 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.

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

Employment—Probation.

2. (a) 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.

(b) No person under the age of fifteen (15) years shall be bound apprentice under this Award.

(c) No person over the age of eighteen (18) years shall enter into apprenticeship indentures under this Award without the special consent of the Board.

(d) No person shall enter into apprenticeship indentures unless and until he has submitted proof of his having passed any educational tests and tests of vocational fitness from time to time prescribed by the Board.

3. (i) In addition to passing any educational tests or tests of vocational fitness which the Board may prescribe from time to time, every apprentice shall be employed on probation for a period of three (3) 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.

(ii) The Board 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 (3) months.

4. (a) Any employer taking an apprentice on probation shall within fourteen (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.

Agreement of Apprenticeship.

7. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Board 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 Board.

(b) There shall be three (3) copies of each agreement, of which one (1) copy shall be held by the employer, one (1) shall be held by the legal guardian of the apprentice, and one (1) copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one (1) 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.

8. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five (5) years, but this period may be reduced in special circumstances with the approval of the Board.

9. 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.

10. (a) The Board 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 Board, and shall be made out in quadruplicate and shall, unless the Board 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 (2) months of the date on which the transfer is effected.

(c) One (1) copy of the transfer agreement shall be held by the late employer, one (1) shall be held by the new employer, one (1) shall be held by the legal guardian of the apprentice, and one (1) shall be retained by the Registrar.

11. 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.

12. 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.

13. In the event of an employer being unable to provide work for the apprentice or to agree mutually with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Board to arrange for such transfer, and if the transfer cannot be arranged application may be made to the Court to have such agreement cancelled.

14. 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.

15. 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 (1) month's notice in writing to the Board and to the parties concerned that such apprenticeship shall be terminated. Notice of every termination under this clause shall be given by the Board to the Court within seven (7) days of such cancellation.

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

17. 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.

18. 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.

19. On the bankruptcy or insolvency of the employer, the following provisions shall apply, subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies:—

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date.

- (b) Neither the apprentice, his parent or guardian shall have any right of action against the em-

ployer unless the Board specifically authorises the same after consideration of the circumstances and in any event any proceedings for damages hereunder authorised by the Board must be commenced within six (6) weeks after the service on the apprentice of the notice referred to in sub-clause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

20. Subject to Regulation 34, time lost by the apprentice through sickness or any other cause whatsoever may with the consent of the Board 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.

21. The term of apprenticeship may be extended by the Board 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 Board. The employer shall be notified in writing of any application to the Board under this clause. 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 Board may determine.

Technical Education Classes.

22. (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 twelve (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 Board, the Board 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 (4) hours per week.

23. Where in any case it is shown to the satisfaction of the Board 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 Board may direct.

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

25. 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.

26. (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 seventy per centum (70%) 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.

27. (a) The examiners shall be persons skilled in the industry and appointed by the Board. 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 Board 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 Board in writing as to the result of the examination within one (1) month from the date of holding the examination, but this period may be extended by the Board. The Board shall file the report with the Registrar of 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.

28. 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.

29. In lieu of, or in addition to, examiners above referred to the Board 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.

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

31. Upon the failure of an apprentice to pass two (2) 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 (e.g. 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.

32. 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.

33. 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 (1) month in each year;

(b) where the time lost through sickness exceeds three (3) 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 with seven (7) days from the date of resumption of duty, the cost of any of such certificate or certificates not exceeding five shillings (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.

34. 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.

35. 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.

36. 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.

37. 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 Board—

- (a) for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Board 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 Board grants the application holidays will be reduced pro rata; or
- (b) to suspend the contract for such period and on such terms and conditions as the Board thinks fit.

Miscellaneous.

38. (i) 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.

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

39. 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 (12) 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 (12) months the method of ascertaining the number shall be as agreed by the parties to the award, or, if no agreement be arrived at, as determined by the Board.

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

41. In default of the Board exercising any powers vested in it under this award the Court may exercise the same.

FORMS.

Form "A."

To

The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form "B."

Certificate of Service.

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

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

(Signature of Employer).....

Form "C."

Certificate of Attendance at Technical School

(Reg. 26 (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).....(occu-
pation) (hereinafter called "the employer") of the
first part.....of

.....born on the.....day of 19... (hereinafter called "the apprentice") of the second part and.....of.....(address).....(occupation).....parent (or guardian) of the said.....(hereinafter called the "parent" or "guardian") of the third part witnesseth as follows:—

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

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

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

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

3. The employer for himself and his 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 Board of Apprenticeship and Junior Labour not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

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

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

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

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

(c) This Agreement may, subject to the approval of the Board of Apprenticeship and Junior Labour, be cancelled by mutual consent by the employer and parent (or guardian) giving one (1) month's notice in writing to the Board and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers

to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

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

Signed, sealed and delivered by the said in the presence of—

(Signature of Guardian.)

And by the said in the presence of—

(Signature of Apprentice.)

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

(Signature of Employer.)

Noted and registered this....day of.....19..

Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 4 of 1937.

Between Federated Moulders (Metals) Union of Workers, Perth, Applicant, and Forwood Down, W.A., Limited and others as per the First Schedule attached hereto, Respondents.

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

AWARD.

1.—Definitions.

In this Award subject to the context:—

(a) "Jobbing moulder" means the metal moulder engaged in floor moulding, loam moulding, strickle moulding, or moulding from loose patterns.

(b) "Jobbing coremaker" means a moulder engaged in making cores for metal moulds by the use of loam or strickle boards, or by loose boxes.

(c) "Plate machine moulder" means an adult worker engaged in moulding on the plate system or by machines where the pattern is either a fixture to the plate or the spray system is used.

(d) "Machine coremaker" means an adult worker making cores by machines where the corebox is a fixture to or part of such machine.

(e) "Casual worker" means a worker employed for less than six (6) consecutive working days.

2.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

3.—Term.

The currency of this Award shall be for three (3) years from the date hereof, provided that at any time after the expiration of twelve (12) calendar months from the date hereof, the Court may alter or amend same on application of any party or person affected by its provisions.

4.—Contract of Service.

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

(b) The employer shall be under no obligation to pay for any day not worked 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 16, 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.

5.—Wages. (And see Clauses 6 to 10 inclusive.)

(i) The minimum rates payable to workers shall be in accordance with the Wages' Schedule following. The rates are for convenience sake set forth in weekly amounts:—

	Per Week.	
	£	s. d.
(a) Basic Wage:		
Within a radius of fifteen (15) miles from the General Post Office, Perth	4	1 1
Outside that radius but within a radius of twenty-five (25) miles from the General Post Office, Perth	4	1 0
		Margin.
	£	s. d.
(b) Jobbing moulder	1	10 0
Jobbing coremaker	1	10 0
Plate and machine moulder and/or coremaker	0	15 0
Brass moulding:—		
(1) Jobbing moulder and coremaker	1	10 0
(2) Plate and machine moulder and/or coremaker	0	15 0
(c) Apprentices:		
	Per Cent. of	Basic Wage.
First six (6) months	20	
Second six (6) months	25	
Second year	30	
Third year	45	
Fourth year	65	
Fifth year	85	

(ii) A casual worker shall be paid at the rate of ten per cent. (10 per cent.) in addition to the rates prescribed by this Award.

6.—Piecework.

(a) Subject to the minimum wages 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 correction or regulation of any piecework rate, time bonus rate, task rate, or any other system of payment by results.

7.—Higher Duties.

A worker engaged for more than half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ($\frac{1}{2}$) of one (1) day or shift he shall be paid the higher rate for the time so worked: Provided that nothing in this clause shall affect the existing custom in the Cast Pipe Section.

8.—Special Rates and Provisions.

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

(b) Any tradesman employed in a foundry where no other jobbing moulder or furnaceman is employed, and who has to take charge of the furnace and casting, shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(c) Employers shall provide reasonable washing and sanitary conveniences.

9.—Country Work.

(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 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.

10.—Under-rate Workers.

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

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

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

11.—Hours.

(And see also Clauses 12 to 14 inclusive.)

(i) (a) Forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work, but by agreement between the employer and the workers employed in any particular establishment the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours forty-eight (48) minutes.

(c) The ordinary hours of work shall be between 7.30 a.m. and 5.30 p.m., except—

(i) on Saturday, when work shall finish at noon;

(ii) in the case of workers employed in the making of cast pipes in which case the recognised custom as to the day's work, including five (5) hours' work on Saturday for workers on the task system, shall continue.

(ii) This award shall not of itself operate to increase the hours in any business in which at the date of the issue of this Award the hours worked were less than forty-four (44) per week.

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

12.—Overtime.

(1) No worker shall be called upon by the employer to work and no worker shall work outside the ordinary hours of labour prescribed by this Award (or where the worker is engaged on shift work outside the ordinary hours of the shift on which the worker is engaged) for a period or periods in excess of:—

(a) Four (4) hours in any twenty-four (24) hours—such twenty-four (24) hours to be computed from midnight of one particular day to midnight on the next following day;

(b) Twelve (12) hours in any period of seven (7) days commencing at midnight on a Sunday and ending at midnight on the next following Sunday.

Provided that:—

(i) the periods of four (4) hours and twelve (12) hours specified in paragraphs (a) and (b) of subclause (i) may in any particular case by agreement between the employer and the union be extended to eight (8) hours and twenty-four (24) hours respectively; and

(ii) notwithstanding the provisions of the preceding paragraph (1), in circumstances of pressing emergency arising out of the breakdown of machinery or plant the limits stated in paragraphs (a) and (b) of this subclause may be exceeded but so that no worker shall do more than twenty-four (24) hours' overtime in any one (1) week, but where the limits are exceeded under this proviso the employer shall within twenty-four (24) hours of the completion of the job notify the union in writing forwarding particulars of the job, including the date and place of performance, the names of the workers engaged, and the amount of overtime worked by each;

(iii) where an employer has given notice of his intention to work shifts under the next clause of this Award and bona fide commences to do so but by reason of breakdown of machinery or some other cause which could not have been reasonably foreseen or prevented there is a break in the sequence of the shifts so that the employer cannot qualify for shift work under that clause the employer shall be liable to pay overtime rates in respect of time worked outside the ordinary hours but shall not be liable to a penalty for a breach of this Award if the hours worked by any worker could have been legitimately worked had the shifts continued without break in sequence for the qualifying period.

(2) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours, and double time thereafter.

(3) Work done on a Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, or Labour Day, shall be paid for at double time rates, except in connection with repairs to the employer's machinery which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to the work done on such days.

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

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

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

(7) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

13.—Shift Work.

(a) An employer may if he so desires work his establishment on shifts, but before doing so shall give notice of his intention to the union.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked but shall be deemed to be overtime; on the completion of the fifth (5th) consecutive afternoon's or night's work the worker shall be deemed to have been employed on afternoon or night shift as the case may be during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

For the first calendar month—twenty-five per cent. (25%).

After one (1) calendar month of shift work has been done—ten per cent. (10%) for afternoon shift, and fifteen per cent. (15%) for night shift.

After six (6) calendar months' shift work have been done—five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Sunday or on any public holiday.

(e) The rights of an employer under this clause shall date from the making of this Award, so that shift work performed prior to that date shall not count in the computation of the period of one (1) calendar month mentioned in paragraph (c) of this clause.

14.—Part-time Employment.

The employer shall have the right, after having served written notice upon the union, at the expiration of seven (7) days therefrom, to apply to the Court for an order to vary Clause 11 (Hours) so as to provide for a shorter working week for any or the whole of his workers at the rate of wages specified in this Award or proportionate to the time so to be worked, without payment of casual rates, but before any order is granted the employer shall satisfy the Court that by reason of financial depression existing in the State such an order would be expedient in the interests of all parties concerned.

15.—Holidays.

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

but shall in any event be taken within six (6) months after becoming due.

(b) (i) Except when employed subject to the conditions of subclause (3) of Clause 12 (Overtime) no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof.

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

(iii) If pursuant to this clause a worker works on any of the specially named holidays, he shall have another paid holiday added to his annual holidays for each day so worked.

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

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

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

16.—Absence through Sickness.

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

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

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

(b) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay under the preceding provisions shall not count for the purposes of determining his right to holidays.

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

17.—General Board of Reference.

(a) The Court hereby appoints for the purpose of the Award a Board of Reference.

(b) The Board shall consist of a chairman to be appointed by the Court and two (2) other representatives, one to be nominated by each of the parties.

(c) The Board's functions shall not include any matters especially delegated to the Board of Apprenticeship and Junior Labour constituted under Clause 18 of this Award.

(d) Subject to the preceding paragraph, the Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Award—

(i) Classifying and fixing wages, rates and conditions for any machine, occupation or calling not specifically mentioned in the Award, but so as not to contravene any of the provisions herein;

(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 any other matter that the Court may refer to the Board from time to time.

(e) The provisions of Regulation 92 of the Industrial Arbitration Act, 1912-1935, shall be deemed to apply to any Board of Reference appointed hereunder.

18.—Board of Apprenticeship and Junior Labour.

(i) Pursuant to section 87 of the Industrial Arbitration Act, 1912-1935, a special Board of Reference shall be appointed for the purpose of dealing with all matters affecting apprentices and junior workers specifically assigned to the determination of the Board by this Award or any other matters affecting apprentices and junior workers not dealt with under this Award.

(ii) The Board shall consist of one (1) representative of the employers and one (1) representative of the workers and a chairman appointed by the Court.

(iii) If either party neglect on being notified by the Court to appoint a representative, or to appoint a new representative when the office of a representative becomes vacant, the Court may appoint another person to represent the party so in default.

(iv) The Board shall be invested with the following powers:—

- (a) To endeavour to promote apprenticeships under this Award;
- (b) To determine what tests of educational fitness and vocational fitness shall be passed by any person desiring to be apprenticed under this Award;
- (c) To draw up syllabi of training and to set periodical examinations for apprentices bound under the Award;
- (d) To permit in any special circumstances the taking or employment of an apprentice or of a junior worker by an employer notwithstanding that the quota fixed by this Award in any particular case may be exceeded;
- (e) To enter any factory, workshop or place where an apprentice or junior worker is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice or junior is employed;
- (f) To require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award or the workers (including apprentices) engaged therein with a view to determining whether a sufficient number of apprentices is being trained to meet the probable future requirements of the trade or industry;
- (g) Notwithstanding anything contained in this Award, to determine in any particular case that an apprentice or junior shall not be employed on any work which subjects him to unnecessary or undue danger, or which is beyond his strength or endurance;
- (h) To advise the Court as to all matters pertaining to apprentices or junior workers in respect of which, in the opinion of the Board, this Award should be altered or amended.
- (v) The chairman shall call all meetings of the Board and fix the time and place for each meeting. The Board shall determine its own procedure from time to time.

(vi) All educational tests and tests of vocational fitness and all syllabi from time to time framed by the Board shall be reduced to writing and a copy shall be filed with the Registrar of the Court. The Court may from time to time vary or amend the same.

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

(b) In any proceeding for any contravention of this sub-clause 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 sub-clause.

19.—Apprentices.

Subject to the powers of the Board of Apprenticeship and Junior Labour:—

(a) The employment of apprentices shall be governed by the provisions of the Second Schedule attached hereto.

(b) Apprentices may be taken to:—

- (i) Jobbing, Moulding and Coremaking; and/or
- (ii) Jobbing, Brass moulding and Coremaking.

(c) The proportion of apprentices shall be one (1) apprentice for every three (3) or fraction of three (3) tradesmen: Provided that the fraction of three (3) shall not be less than one (1).

20.—Junior Workers.

For conditions of employment of junior workers see Award, No. 35 of 1936 (General Engineering Award): Provided however that the proportion mentioned therein shall not apply to juniors employed making cores for brass sewerage fittings and brass water taps, and in that case the proportion shall be subject in all respects to the jurisdiction of the Board of Apprenticeship and Junior Labour, which may in any particular shop or in any particular circumstances limit the employment of junior labour on a reference being made to it by any party to this Award.

21.—Cadets.

(a) Notwithstanding anything herein contained or implied a *bona fide* employer shall be permitted to appoint one (1) son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one (1) such cadet at any particular time shall be permitted any employer. The employer's right under this section shall not be exercised during the period of the appointment of a cadet pursuant to Award, No. 35 of 1936.

(b) 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 (1) month after the making thereof.

22.—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 (1) week.

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under Section 167 of the Industrial Arbitration Act, 1912-1935.

23.—Record.

(a) Each employer shall keep a time and wages book, showing the name of each worker and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection to a duly accredited official of the Union during the usual office hours at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours either at the employer's office or at the works.

24.—Posting of Award.

The employer shall keep a copy of this Award placed in a convenient place in the workshop.

In witness whereof this Award has been signed by the Chairman of the Industrial Board this 23rd day of August, 1938.

ALBERT A. WOLFF, J.,
Chairman.

FIRST SCHEDULE.

List of Respondents.

Tomlinson & Co., Ltd., 48 Lord street, Perth.
Forwood Down, W.A., Ltd., Wellington street, Perth.
Rushton Bushell & Co., Elder street, Perth.
Westral Foundry & Manufacturing Co., 9 Saunders street, East Perth.
The Fremantle Foundry & Engineering Co. Ltd., Beach street, Fremantle.
Atlas Engineering Works, Queen Victoria street, Fremantle.
Furphy Bros., Grey street, South Fremantle.
Balding & Carse, Charles street, West Perth.

Geo. Kent Ltd., Railway parade, West Perth.
 P. Goerke, Green street, Perth.
 Metters Ltd., 847 Hay street, Perth.
 Premier Engineering Co., 231 Wellington street, Perth.
 Hadfields (W.A.) 1934 Ltd., Bassendean.
 Webster & Lumsden, Bassendean.
 P. Timms, Shafto lane, Perth.
 Emu Foundry, Roe street, Perth.
 J. Weidmer, John street, West Perth.
 Geo. Hill & Co., Nash street, Perth.
 G. Martin, Hay street, Perth.
 R. E. Arnold & Co. Ltd., Beaufort street, Perth.
 C. W. Gaunt, Tower street, Leederville.
 J. & E. Ledger Ltd., Pier street, Perth.
 Gribble & Henderson, Roe street, Perth.
 Kay & Herron, Wittenoom street, East Perth.
 Union Foundry, Brown street, East Perth.
 Hoskins & Co. Ltd., 494 Murray street, Perth.
 Harris, Scarfe & Sandovers Ltd., 683 Hay street, Perth.
 Monteath & Sons Pty. Ltd., 586 Hay street, Subiaco.

SECOND SCHEDULE.

Apprenticeship Regulations.

1. (i) "Act" means the Industrial Arbitration Act, 1912-1935, and any alteration or amendment thereof for the time being in force.
- (ii) "Apprentice" means any person 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.
- (iii) "Award" includes Industrial Agreement.
- (iv) "Board" means the Board of Apprenticeship and Junior Labour.
- (v) "Court" means the Court of Arbitration.
- (vi) "Employer" includes any firm, company or corporation.
- (vii) "Minor" means a person not less than fourteen (14) years of age and not more than eighteen (18) 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.
- (viii) "Registrar" means the Registrar of the Court.

Employment—Probation.

2. (a) 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.
- (b) No person under the age of fifteen (15) years shall be bound apprentice under this Award.
- (c) No person over the age of eighteen (18) years shall enter into apprenticeship indentures under this Award without the special consent of the Board.
- (d) No person shall enter into apprenticeship indentures unless and until he has submitted proof of his having passed any educational tests and tests of vocational fitness from time to time prescribed by the Board.
3. (i) In addition to passing any educational tests or tests of vocational fitness which the Board may prescribe from time to time, every apprentice shall be employed on probation for a period of three (3) 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.
- (ii) The Board 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 (3) months.
4. (a) Any employer taking an apprentice on probation shall within fourteen (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.

Agreement of Apprenticeship.

7. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Board 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 Board.
- (b) There shall be three (3) copies of each agreement, of which one (1) copy shall be held by the employer, one (1) shall be held by the legal guardian of the apprentice, and one (1) copy shall be retained by the Registrar.
- (c) The apprenticeship agreement shall be completed within one (1) 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.
8. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five (5) years, but this period may be reduced in special circumstances with the approval of the Board.
9. 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.

10. (a) The Board 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 Board, and shall be made out in quadruplicate and shall, unless the Board 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 (2) months of the date on which the transfer is effected.

(c) One (1) copy of the transfer agreement shall be held by the late employer, one (1) shall be held by the new employer, one (1) shall be held by the legal guardian of the apprentice, and one (1) shall be retained by the Registrar.

11. 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.

12. 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.

13. In the event of an employer being unable to provide work for the apprentice or to agree mutually with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Board to arrange for such transfer, and if the transfer cannot be arranged application may be made to the Court to have such agreement cancelled.

14. 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.

15. 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 (1) month's notice in writing to the Board and to the parties concerned that such apprenticeship shall be terminated. Notice of every termination under this clause shall be given by the Board to the Court within seven (7) days of such cancellation.

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

17. 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.

18. 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.

19. On the bankruptcy or insolvency of the employer, the following provisions shall apply, subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies:—

(a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date.

(b) Neither the apprentice his parent or guardian shall have any right of action against the employer unless the Board specifically authorises the same after consideration of the circumstances and in any event any proceedings for damages hereunder authorised by the Board must be commenced within six (6) weeks after the service on the apprentice of the notice referred to in sub-clause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

20. Subject to Regulation 34, time lost by the apprentice through sickness or any other cause whatsoever may with the consent of the Board 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.

21. The term of apprenticeship may be extended by the Board 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 Board. The employer shall be notified in writing of any application to the Board under this clause. 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 Board may determine.

Technical Education Classes.

22. (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 twelve (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 Board, the Board 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 (4) hours per week.

23. Where in any case it is shown to the satisfaction of the Board 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 Board may direct.

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

25. 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.

26. (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 seventy per centum (70%) 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.

27. (a) The examiners shall be persons skilled in the industry and appointed by the Board. 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 Board 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 Board in writing as to the result of the examination within one (1) month from the date of holding the examination, but this period may be extended by the Board. The Board shall file the report with the Registrar of 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.

28. 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.

29. In lieu of, or in addition to, examiners above referred to the Board 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.

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

31. Upon the failure of an apprentice to pass two (2) 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 (e.g. 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.

32. 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.

33. 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 (1) month in each year;
- (b) where the time lost through sickness exceeds three (3) 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 with seven (7) days from the date of resumption of duty, the cost of any such certificate or certificates not exceeding five shillings (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.

34. 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.

35. 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.

36. 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.

37. 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 Board—

- (a) for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Board 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 Board grants the application holidays will be reduced pro rata; or
- (b) to suspend the contract for such period and on such terms and conditions as the Board thinks fit.

Miscellaneous.

38. (i) 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.

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

39. 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 (12) 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 (12) months the method of ascertaining the number shall be as agreed by the parties to the award, or, if no agreement be arrived at, as determined by the Board.

40. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1935, shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating

to the wages and conditions of apprentices, interrogate the employer in regard to any of the abovementioned matters.

41. In default of the Board exercising any powers vested in it under this award the Court may exercise the same.

FORMS.

Form "A."

To

The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form "B."

Certificate of Service.

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

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

(Signature of Employer).....

Form "C."

Certificate of Attendance at Technical School.

(Reg. 26 (b).)

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

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

Registrar.

Examiners.

Form "F."

General Form of Apprenticeship Agreement (Recommended).

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

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

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

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

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

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

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

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

(c) In the event of the apprentice, in the opinion of
the examiner or examiners appointed by the Board of
Apprenticeship and Junior Labour not progressing satis-
factorily, increased time for technical instruction shall
be allowed at the employer's expense to enable the
apprentice to reach the necessary standard.

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

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

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

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

(c) This Agreement may, subject to the approval of
the Board of Apprenticeship and Junior Labour, be can-
celled by mutual consent by the employer and parent (or
guardian) giving one (1) month's notice in writing to
the Board and to the parties concerned that this Agree-
ment shall be terminated, and on such mutual consent
being given the apprenticeship shall be terminated with-
out 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 pre-
sence of—

.....
(Signature of Employer.)

Noted and registered this.....day of.....19..

.....
Registrar.

LOST CASH ORDER (FERTILISER SUBSIDY).

Agricultural Bank,

Perth, 1st September, 1938.

THE undermentioned Cash Order drawn by the Agricultural Bank has been reported lost and payment has been stopped. It is proposed to issue a fresh Cash Order in lieu thereof:—

C.O. No. 82370; value £2; A. V. Palfrey; 5/1/1938; Perth.

C. ABEY,
General Manager.

THE COMPANIES ACT, 1893.

Blennerhasset's Institute of Accountancy, Limited.

Notice of Change of Office.

NOTICE is hereby given that the Office or Place of Business of the abovenamed Company has been changed and is now situate at Fifth Floor, Victoria House, 98-102 St. George's terrace, Perth, and is open to the public on the following days: Mondays to Thursdays inclusive (other than public holidays) from 9 a.m. to 5.30 p.m., Fridays 9 a.m. to 8 p.m. and Saturdays from 9 a.m. to 12 noon

Dated the 22nd day of August, 1938.

W. C. MITCHELL,
Attorney.

Robinson, Cox, McDonald and Louch, Solicitors for the abovenamed Company.

THE COMPANIES ACT, 1893.

The Mutual Life and Citizens' Assurance Company, Limited.

NOTICE is hereby given that the Registered Office in Western Australia of the abovenamed Company will, as from the 1st day of September, 1938, be changed to and situated at 179A St. George's terrace, Perth, and that such Office will be accessible to the public between the hours of 9.30 a.m. and 3 p.m. on week days (Saturdays and holidays excepted) and 9.30 a.m. and 11.30 a.m. on Saturdays.

Dated this 22nd day of August, 1938.

NORTHMORE, HALE, DAVY & LEAKE,
Halsbury Chambers, Howard street, Perth,
Solicitors for the Company.

THE COMPANIES ACT, 1893.

The Commonwealth Oil Refineries, Ltd.

Notice of Change of Office.

NOTICE is hereby given that the Office or Place of Business of the abovementioned Company has been changed and is now situate at Third Floor, Mercantile Mutual Buildings, 179 St. George's terrace, Perth, and

is open to the public on the following days:—Monday to Friday inclusive (other than public holidays) from 9 a.m. to 5 p.m., and Saturday from 9 a.m. to 12 noon.

Dated this 27th day of August, 1938.

S. CLARKSON,
Attorney.

THE COMPANIES ACT, 1893.

Mercantile Mutual Insurance Company, Limited.

NOTICE is hereby given that the Office or Place of Business in Western Australia of The Mercantile Mutual Insurance Company Limited, will be situate on and after the 1st day of September, 1938, at 179 St. George's terrace, Perth.

Dated the 23rd day of August, 1938.

DARBYSHIRE & GILLETT,
Commercial Bank Chambers, 42 St. George's
terrace, Perth, Solicitors in Western Aus-
tralia for the said Company.

THE COMPANIES ACT, 1893.

Dreyfus & Company, Limited.

PURSUANT to section 208 of the Companies Act, 1893, three months' notice is hereby given by the abovenamed Company of its intention to cease to carry on business in the State of Western Australia.

Notices and claims against the Company may be left at the offices of Messrs. Smith & Goyder, Pastoral House, St. George's terrace, Perth.

Dated the 29th day of August, 1938.

ERNEST BLANCKENSEE,
Attorney for the Company in Western Australia.

Stone, James & Co., Solicitors in Western Australia for the abovenamed Company.

LOUIS DREYFUS & CO.

Wheat Merchants.

REFERRING to the notice recently appearing in this *Gazette* that Dreyfus & Company, Limited, intend to cease to carry on business in the State of Western Australia, notice is hereby given that Louis Dreyfus & Co. have no connection with Dreyfus & Company, Limited, and that Louis Dreyfus & Co. have no intention of discontinuing in Western Australia their long established business of Wheat Merchants.

Dated this 7th day of September, 1938.

DWYER & THOMAS,
National House, 49 William street, Perth,
Solicitors for Louis Dreyfus & Co.

THE COMPANIES ACT 1893.

Pyramid Displays, Limited.

NOTICE is hereby given that the Registered Office of Pyramid Displays, Limited, has been changed and is now situate at No. 12 (Basement) Bank of Adelaide Chambers, Howard street, Perth, and is accessible to the public between the hours of 9 a.m. and 5 p.m. from Mondays to Fridays (inclusive) and from 9 a.m. to 12 a.m. on Saturdays (public holidays excepted).

Dated this 2nd day of September, 1938.

FINN M. MELSOM,
Secretary, Chartered Accountant (Aust.), 12
Bank of Adelaide Chambers, Howard street,
Perth, W.A.

Western Australia.

THE COMPANIES ACT, 1893.

Gold Treatment, Limited—Notice of Registered Office.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at 340 Murray street, Perth, and that the days and hours during which such Office will be accessible to the public for the transaction of business in each week are: Mondays to Fridays, both inclusive (except on public holidays), from 10 a.m. to 12 noon, and from 2 p.m. to 4 p.m.

Dated the 6th day of September, 1938.

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

THE COMPANIES ACT, 1893.

Logan Motors, Limited.

NOTICE is hereby given that the Registered Office formerly situated at Perdriau lane, Perth, is now situated at 101-5 Murray street, Perth, and will be open for transaction of business between 9 a.m. and 5 p.m. excepting Saturdays, when it will close at noon.

Dated the 7th September, 1938.

R. MOORE,
Secretary.

Western Australia.

THE COMPANIES ACT, 1893.

Asphalt Cold Mix (Australia) Proprietary, Limited.

NOTICE is hereby given that the Registered Office of Asphalt Cold Mix (Australia) Proprietary, Limited, is situate at Shell House, St. George's terrace, Perth. The Office will be accessible to the public on all days of the week (excepting Saturdays, Sundays, and public holidays) between the hours of 9 a.m. and 1 p.m. and 2 p.m. and 5 p.m. and on Saturdays between the hours of 9 a.m. and noon.

Dated this 7th day of September, 1938.

RICHARD ALLINGHAM,
Attorney for the Company.

Western Australia.

THE COMPANIES ACT, 1893.

Perth Funeral Directors, Limited.

NOTICE is hereby given that the Registered Office of Perth Funeral Directors, Limited, is situated at First Floor, Withnell Chambers, Howard street, Perth, and that the same will be open for the transaction of the Company's business between the hours of 9 a.m. and 5 p.m. on week days, and from 9 a.m. to 12 noon on Saturdays.

Dated this 5th day of September, 1938.

J. E. MITCHELL,
Secretary.

THE COMPANIES ACT, 1893.

Australian General Insurance Company, Limited.

NOTICE is hereby given that the Office or Place of Business of Australian General Insurance Company, Limited, has been changed and is now situated at Mercantile Mutual Building, 179 St. George's terrace, Perth.

Dated this 1st day of September, 1938.

ROBINSON, COX, McDONALD & LOUCH,
of 20 Howard street, Perth,
Solicitors for the said Company.

THE COMPANIES ACT, 1893.

Salmond & Spraggon (Aust.) Pty., Ltd.

NOTICE is hereby given that the Office and Place of Business in Western Australia of Salmond and Spraggon (Aust.) Pty., Ltd., is now situated at Steamship Buildings, 168 St. George's terrace, Perth.

Dated this 1st day of September, 1938.

DONALD W. MOORE,
Attorney for the Company in W.A.

THE COMPANIES ACT, 1893.

The Prohibition Gold Mining Company, No Liability.

NOTICE is hereby given that the situation of the Registered Office of the abovenamed Company has been changed and is now situate at the office of R. Goyne Miller, Australasia Chambers, 68 St. George's terrace, Perth. The said office is open and accessible to the public between the hours of 9 a.m. to 5 p.m. from Monday to Friday inclusive and from 10 a.m. to noon on Saturdays.

Dated this 1st day of September, 1938.

JOSEPH, MUIR, & WILLIAMS,
Solicitors for the abovenamed Company,
17-24 A.N.A. House,
St. George's terrace, Perth.

Western Australia.

THE COMPANIES ACT, 1893.

Crystal Park, Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at the offices of R. Goyne Miller & Co., Australasia Chambers, 68 St. George's terrace, Perth, and the hours during which such office is open to the public for the transaction of business are from 9 a.m. to 5 p.m. from Mondays to Fridays inclusive and from 9 a.m. to 12 noon on Saturdays.

Dated the 6th day of September, 1938.

PARKER & PARKER,
Solicitors for the abovenamed Company,
21 Howard street, Perth.

MOPOKE GOLD MINES, NO LIABILITY.

(In Voluntary Liquidation.)

NOTICE is hereby given that the following Special Resolution was passed at an Extraordinary Meeting of shareholders held on the 28th day of August, 1938, at the Registered Office of the Company:

That the company be wound up voluntarily and that Charles Leonard Simmonds, of 15 Exchange Buildings, Hannan street, Kalgoorlie, be and is hereby appointed Liquidator.

The register of members will be closed on the 7th day of September, 1938.

C. L. SIMMONDS,
Voluntary Liquidator.

Dated this 31st day of August, 1938.

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 Powell Gas Producers (Australia), Limited.

Dated this 2nd day of September, 1938.

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 Perth Funeral Directors, Limited.

Dated this 5th day of September, 1938.

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 Crystal Park, Limited.

Dated this 6th day of September, 1938.

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 Gold Treatment, Limited.

Dated this 6th day of September, 1938.

T. F. DAVIES,
Registrar of Companies.

Supreme Court Office, Perth, W.A.

THE ASSOCIATIONS INCORPORATION ACT, 1895.
I, JOHN FRANCIS WALSH, of 29 Barrack street, Perth, in the State of Western Australia, the person hereunto authorised by the Florence Nightingale Club for Nurses, do hereby give notice that I am desirous that such Club should be incorporated under the provisions of the Associations Incorporation Act, 1895."

(Sgd.) J. F. WALSH.

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

In the matter of the Associations Incorporation Act, 1895.

Memorial of the Florence Nightingale Club filed in pursuance of the Associations Incorporation Act, 1895:—

1. Name of the Institution:—Florence Nightingale Club.
2. Object or purpose of the Institution:—To assist in all ways the interests of the members of the Nursing Profession.
3. Where situated or established:—Perth.
4. In whom the management of the Institution is vested and by what means (whether by deed settlement or otherwise):—The Executive Committee consisting of 15 ordinary members holding office for 12 months with power in the committee to add to that number by the Constitution.

THE ASSOCIATIONS INCORPORATION ACT, 1895.

The Naval and Military Club of Western Australia, Incorporated.

WE, Herbert Brayley Collett, of 75 Guildford road, Mount Lawley, Public Servant, and Hugh Annan Corbet, of Royal Mint, Hay street, Perth, Commonwealth Civil Servant, the persons authorised to use the Common Seal of The Naval and Military Club of Western Australia, Incorporated, do hereby certify that at an Extraordinary General Meeting of the said Club held on the 12th day of August, 1938, a Special Resolution was duly carried altering the name of the said Club to "The Naval Military and Air Forces Club of Western Australia."

Dated the 2nd day of September, 1938.

HERBERT COLLETT.
H. A. CORBET.

Unmack & Unmack, Withnell Chambers, Howard street, Perth, Solicitors for the said The Naval Military and Air Forces Club of Western Australia.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership heretofore subsisting between Albert Edward Ramsey and Haddon Wiellif Johnston, carrying on business as General Contractors and Carriers at Harvey and Kalgoorlie under the style or firm name of "Ramsey & Johnston" has been dissolved by mutual consent as from the 1st day of June, 1927.

Dated the 20th day of August, 1938.

A. E. RAMSEY.

Signed by the said Albert Edward Ramsey in the presence of—

A. Ball,
Solicitor, Harvey.

H. JOHNSTON.

Signed by the said Haddon Wiellif Johnston in the presence of—

G. H. Rainsford, J.P.,
Kalgoorlie.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of William Stephens, of Bridgetown, Timber Contractor, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the Estate of the abovenamed William Stephens, deceased,

are requested to send particulars in writing of the same to the Executor, care of the undersigned, on or before the 10th day of October, 1938, after which date the Executrix will proceed to distribute the Estate of the deceased, having regard only to such claims of which she shall have had notice.

Dated this 30th day of August, 1938.

PERCY A. EWING,
Bridgetown, Solicitor for the Executrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Frederick Wanklyn Knight, formerly of Bowgada Station, Koolanooka, in the State of Western Australia, Pastoralist, but late of Bowgada in the said State, Farmer, deceased.

ALL claims or demands against the Estate of the abovenamed Frederick Wanklyn Knight, deceased, must be sent in writing to The West Australian Trustee, Executor and Agency Company, Limited, of 135 St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 10th day of October, 1938, after which date the Executor will distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands so sent in.

Dated the 1st day of September, 1938.

DARBYSHIRE & GILLETT,

Commercial Bank Chambers, 42 St. George's terrace, Perth, Solicitors for The West Australian Trustee, Executor and Agency Company, Limited, the Executor of the Will of the abovenamed deceased.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Albert Amos Kidd, late of Carnarvon, in the State of Western Australia, Business Manager, deceased.

NOTICE is hereby given that all persons having any claims or demands against the Estate of the abovenamed deceased are required to send in written particulars of such claims and demands to The West Australian Trustee, Executor and Agency Company, Limited, of 135 St. George's terrace, Perth, in the said State, the Administrator (with the Will) of the abovenamed deceased, on or before the 24th day of October, 1938, after which date the said company will proceed to distribute the Estate of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 5th day of September, 1938.

GORDON B. D'ARCY,

of Warwick House, St. George's terrace, Perth, Solicitor for the Administrator (with the Will).

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of James Kyle, late of 66 Addis street, Kalgoorlie, in the State of Western Australia, formerly Builder and Contractor, but late Retired Contractor, deceased.

ALL persons having any claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars of the same in writing to the Administrator (with the Will), The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of Perpetual Trustee Buildings, St. George's terrace, Perth, on or before the 10th day of October, 1938, at the expiration of which time the Administrator (with the Will) will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to any claims or demands of which it shall then have had notice.

Dated the 30th day of August, 1938.

JOSEPH, MUIR & WILLIAMS,

of A.N.A. House, St. George's terrace, Perth, Solicitors for the Administrator (with the Will).

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of James Endersby, late of Grey street, York, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor of the Will of the said deceased, care of H. L. Evans, Solicitor, York, on or before the 10th day of October, 1938, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which he shall then have had notice.

Dated this 2nd day of September, 1938.

H. L. EVANS,
Avon terrace, York,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Thomas Cowman, late of Pinjarra, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the Executor The West Australian Trustee, Executor and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 10th day of October, 1938, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which particulars shall have been given as aforesaid.

Dated this 2nd day of September, 1938.

ROBINSON, COX, McDONALD & LOUCH,
20 Howard street, Perth, Solicitors for the Executor The West Australian Trustee, Executor and Agency Company, Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the Will of Catherine Hannah Jones, late of Simpson street, Geraldton in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are required to send particulars thereof in writing to the Executor, care of the undersigned, on or before the 10th day of October, 1938, after which date the Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which particulars shall be given as aforesaid.

Dated the 31st day of August, 1938.

ALTORFER & STOW,
of Durlacher street, Geraldton,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Francis William Harold Stileman, late of Worbarrow, Weybridge Park, Weybridge, in the County of Surrey, England, deceased.

ALL persons having any claims or demands against the Estate of Francis William Harold Stileman, late of Worbarrow, Weybridge Park, Weybridge, in the County of Surrey, England, deceased, are hereby required to send particulars of same in writing to The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of corner Howard street and St. George's terrace, Perth, in the State of Western Australia, the duly appointed attorney for the Executors, on or before the 10th day of October, 1938, at the expiration of which time the said Executors will distribute the assets of the said deceased among the persons entitled thereto without reference to any claims or demands of which they shall not then have had notice.

Dated the 1st day of September, 1938.

DWYER & THOMAS,
National House, William street, Perth, Solicitors for The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited.

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 10th day of October, 1938, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims of which I shall then have had notice.

Dated at Perth the 8th day of September, 1938.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Donovan, James	24-6-38	2-9-38	333 Wellington street, Perth	Farm labourer
Klinker, Edward Moritz Herman	28-7-38	"	Coolgardie	No occupation
Moore, William Bradley	26-7-38	"	Coolgardie	Prospector
Seto, Nitaro	17-7-38	6-9-38	Broome	Carpenter
Davies, Frank Bernard	14-5-38	"	Cockatoo Island, Yampi Sound via Derby	Tool sharpener

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

	£	s.	d.
Abattoirs Act and Amendment	0	1	0
Administration Act (Consolidated)	0	3	0
Adoption of Children Act	0	2	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

Acts of Parliament, etc.—continued.

	£	s.	d.
Brands Act	0	1	6
Bread Act (Consolidated) and Amendment ..	0	1	0
Bush Fires Act (Consolidated) and Amendment	0	1	0
Child Welfare Act	0	2	0
Crown Suits Act	0	1	6
Dairy Cattle Improvement Act	0	1	0
Dairy Industry Act	0	1	6
Dairy Products Marketing Regulation Act ..	0	2	6
Declarations and Attestations Act	0	0	6
Dentists Act and Amendment	0	1	9

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Discharged Soldiers' Settlement Act ..	0	1	6
Dog Act (Consolidated) ..	0	1	0
Droving Act ..	0	1	6
Electoral Act (Consolidated) ..	0	2	6
Electricity Act ..	0	1	0
Employers' Liability Act ..	0	0	6
Employment Brokers Act and Amendment ..	0	1	0
Evidence Act (Consolidated) ..	0	2	0
Factories and Shops Act (Consolidated) ..	0	3	6
Factories and Shops Act Regulations ..	0	0	3
Factories and Shops Time and Wages Books—			
Large ..	0	4	3
Small ..	0	3	3
Farmers' Debts Adjustment Act (Consolidated) ..	0	1	0
Feeding Stuffs Act ..	0	0	6
Fertilisers Act ..	0	1	6
Financial Emergency Act ..	0	1	6
Financial Emergency Tax and Assessment 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
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 and Amendment ..	0	1	0
Illicit Sale of Liquor Act ..	0	0	6
Income Tax Assessment Act ..	0	3	0
Index to <i>Government Gazette</i> (yearly) ..	0	1	6
Industrial Arbitration Act (Consolidated) ..	0	3	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	6
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	6
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
Licensed Surveyors Act ..	0	1	0
Licensing Act and Amendments ..	0	4	0
Life Assurance Act (Consolidated) ..	0	1	6
Limitation Act ..	0	1	0
Limited Partnerships Act ..	0	0	6
Lotteries (Control) Act ..	0	1	6
Lunacy Act (Consolidated) ..	0	2	0
Main Roads Act ..	0	1	6
Marine Stores Act ..	0	1	0
Marriage Act ..	0	2	0
Married Women's Property Act and Amendments ..	0	1	0
Married Women's Protection Act ..	0	0	6
Masters and Servants Act ..	0	1	0
Medical Practitioners Act ..	0	1	6
Metropolitan Milk Act (Consolidated) ..	0	1	6
Metropolitan Water Supply, Sewerage, and Drainage Act ..	0	2	0

Acts of Parliament, etc.—*continued.*

	£	s.	d.
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
Noxious Weeds Act ..	0	1	0
Nurses Registration Act ..	0	1	6
Pawnbrokers Act (Consolidated) ..	0	1	0
Pearling Act (Consolidated) ..	0	2	0
Perth Municipal Gas and Electric Lighting Act ..	0	1	9
Petroleum Act ..	0	2	0
Pharmacy and Poisons Act ..	0	2	0
Purchasers' Protection Act ..	0	1	6
Plant Diseases Act ..	0	2	0
Police Code Compilation ..	1	10	0
Prevention of Cruelty to Animals Act ..	0	1	0
Prisons Act (Consolidated) ..	0	1	6
Public Service Act (Consolidated) ..	0	1	0
Public Works Act and Amendment ..	0	2	6
Rabbits Act ..	0	1	0
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
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
State Transport Co-ordination Act Regulations ..	0	1	0
Statutes (sessional sets, per vol.) ..	0	10	6
Supreme Court Act ..	0	3	6
Supreme Court Rules ..	1	5	0
Tenants, Purchasers, and Mortgagees' Relief Act ..	0	2	0
Timber Industry Regulation Act and Regulations ..	0	2	6
Totalisator Act and Amendment ..	0	2	9
Town Planning and Development Act ..	0	1	0
Trades Descriptions Act ..	0	1	0
Trade Unions Act ..	0	1	6
Traffic Act (Consolidated) ..	0	3	6
Tramways Act ..	0	2	3
Tramways Act, Government ..	0	0	6
Trespass, Fencing, and Impounding Act and Amendment ..	0	1	6
Truck Act and Amendment ..	0	1	6
Trustees Act ..	0	1	6
Unclaimed Moneys Act ..	0	1	0
Vermin Act (Consolidated) ..	0	2	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
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

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(Published Quarterly.)

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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.

NOTICE.

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

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