



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 8.]

PERTH : FRIDAY, FEBRUARY 17.

[1939.

The Main Roads Act, 1930-1937.

Declaration of Main Road.

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.

M.R. 1109/28; Ex. Co. No. 69.

WHEREAS by section 13 of the Main Roads Act, 1930-1937, the Governor may on the recommendation of the Commissioner declare by Proclamation that any road shall be a main road: And whereas by section 14 of the said Act he may in like manner and on the like recommendation authorise and empower the Commissioner to provide and set out main roads: And whereas the Commissioner has recommended that the road specified in the Schedule hereto shall be a main road: Now, therefore I, the said Lieutenant-Governor, acting with and by the advice and consent of the Executive Council, and in exercise of the powers conferred by the said Act, do by this my Proclamation declare that the road specified in the Schedule hereto shall be a main road within the meaning of the Main Roads Act, 1930-1937, and that the footpaths, if any, of such road be excluded from the main road.

The Schedule.

NORTHAM ROAD DISTRICT.

That portion of a public road, as shown on Lands Department Plan 27/80, commencing at the junction of Road No. 209 with the Midland Junction-Merredin road; thence in a general north-westerly direction along the said Road No. 209 to the boundary between the Northam and Toodyay Road Districts, as shown on Plan M.R.D., W.A., 401.

TOODYAY ROAD DISTRICT.

That portion of a public road, as shown on Lands Department Plans 27/80 and 32/80, commencing at the boundary between the Northam and the Toodyay Road Districts; thence north-westerly along Road No. 209 to its junction with Road No. 8842; thence northerly along the said Road No. 8842 to again junction with Road No. 209; thence in a generally northerly direction along Road No. 209 and Road No. 106, to the southern bound-

ary of Toodyay Townsite; thence north-westerly along Road No. 1147 (passing through Toodyay Townsite) to junction with Road No. 146; thence in a general northerly and north-easterly direction along Road No. 146, Road No. 9672, and again along Road No. 146 to the western boundary of Bejoording Townsite reserve; thence north-easterly along Third road to its junction with Seventh road; thence north-westerly along Seventh road to its junction with Tenth road; thence north-easterly along Tenth road to the eastern boundary of Bejoording Townsite; thence north-easterly and north-westerly along Road No. 1155 to junction with Lindsay street (Road No. 1463); thence north-easterly along the said Lindsay street (Road No. 1463) to the south-western corner of Bolgart Estate Lot 5 at the boundary between the Toodyay and the Victoria Plains Road Districts, as shown on Plan M.R.D., W.A., 401.

VICTORIA PLAINS ROAD DISTRICT.

That portion of a public road, as shown on Lands Department Plans 32/80 and 57/80, commencing at the boundary between the Toodyay and the Victoria Plains Road Districts at the south-western corner of Bolgart Estate Lot 5; thence north-westerly along Road No. 1463 to the north-western corner of Location 317; thence north-westerly along Bedford street within the Townsite of Bolgart to the north-western corner of Bolgart Town Lot No. 31; thence north-easterly generally for 15½ chains to the western side of the Toodyay-Piawaning railway reserve; thence easterly crossing the said railway reserve to its eastern side; thence north-easterly and northerly along the eastern boundary of the Townsite of Bolgart to its intersection with Road No. 6011; thence north-westerly along the said Road No. 6011 to Albert street; thence westerly along Albert street to Poincare street; thence northerly along Poincare street to Somers street; thence north-easterly generally along a surveyed public road to junction with Road No. 3314; thence north-westerly generally along the said Road No. 3314 to junction with Road No. 9747; thence northerly along the said Road No. 9747 and Road No. 4789 to junction with Road No. 6488; thence north-westerly along the said Road No. 6488, passing through the Townsite of Calingiri to junction with Road No. 7066; thence northerly along the said Road No. 7066, Road No. 9368 and Road No. 7064 to junction with Road No. 9761; thence north-westerly along the said Road No. 9761 to

junction with Road No. 5765 at the eastern side of the Toodyay-Piawaning Railway; thence northerly along the eastern side of the said railway to the south-eastern corner of the Piawaning station yard; thence westerly crossing the aforesaid railway and continuing northerly along the western boundary of the station yard aforesaid to junction with Road No. 7996; thence northerly along the said Road No. 7996 to the boundary between the Victoria Plains and the Moora Road Districts, as shown on Plan M.R.D., W.A., 401.

MOORA ROAD DISTRICT.

That portion of a public road, as shown on Lands Department Plan 57/80, commencing at the boundary between the Victoria Plains and the Moora Road Districts; thence generally northerly along Road No. 7936 for a distance of 6¼ miles approximately to the most eastern boundary of Lot M1141 of Location 933; thence north-easterly crossing the Clackline-Miling railway to its eastern side; thence north-westerly and northerly along the eastern boundary of the aforesaid railway to junction with Road No. 1474, as shown on Plan M.R.D., W.A., 401.

Given under my hand and the Public Seal of the said State, at Perth, this the 19th day of January, 1939.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,
for Minister for Works.

GOD SAVE THE KING !!!

The Main Roads Act, 1930-1937.

Declaration of Main Road.

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.

M.R. 1109/28; Ex. Co. No. 69.

WHEREAS by section 13 of the Main Roads Act, 1930-1937, it is enacted that the Governor may on the recommendation of the Commissioner declare by Proclamation that any road shall be a main road, and may in like manner and on the like recommendation declare that any road shall cease to be a main road: And whereas the Governor by Proclamations published in the *Government Gazette*s of the 26th day of October, 1928, and the 16th day of January, 1931, declared that the Clackline-Piawaning road be a main road: And whereas it is deemed expedient that the said road shall cease to be a main road: Now, therefore I, the said Lieutenant-Governor, acting with and by the advice and consent of the Executive Council, and in exercise of the powers conferred by the said Act, do by this my Proclamation declare that the Clackline-Piawaning road, heretofore declared to be a main road, as aforesaid, shall cease to be a main road, and that the said Proclamations are hereby cancelled accordingly.

Given under my hand and the Public Seal of the said State, at Perth, this the 17th day of January, 1939.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 13th day of July, 1938, the following Order in Council was authorised to be issued:—

The Land Act, 1933-1937.

ORDER IN COUNCIL.

Corr. No. 1128/38.

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 pur-

poses to be specified in such order: And whereas it is deemed expedient that Reserve No. 21884, near Mt. Magnet, should vest in and be held by the Mount Magnet Road Board in trust for the purpose of Water: 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 Mount Magnet Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) L. E. SHAPCOTT,

Clerk of the Council.

AT a meeting of the Executive Council, held in the Executive Council Chambers, at Perth, this 16th day of February, 1939, the following Order in Council was authorised to be issued:—

Public Works Act, 1902-1933.

South Yelbeni School.

ORDER IN COUNCIL.

P.W. 1419/38; Ex. Co. No. 266.

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 Works to undertake, construct, or provide a school at South Yelbeni on the land shown coloured green on Plan P.W.D., W.A., 28849 (L.T.O. Diagram 11158), which may be inspected at the Office of the Minister for Works, Perth.

(Sgd.) L. E. SHAPCOTT,

Clerk of the Council.

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.

McIntosh, Robert and Alan, North Walgoolan, 8th February, 1939.

Morton, William Kerr, Lake Biddy, 8th February, 1939.
Sutton, Percival Sydney, Kununoppin, 8th February, 1939.

Lilburne, James Hughan, Perenjori, 8th February, 1939.
Porta, Mary Catherine, Merredin, 8th February, 1939.
Collins, Norman Hastings, Campion, 8th February, 1939.
Duffield, Alfred Hamlyn, Burracoppin, 9th February, 1939.

Lawrence, Charles Francis and Robert Clarence, South Kuminin, 9th February, 1939.

Laird, Robert Blair and Alexander, Kodj-Kodjin via Trayning, 10th February, 1939.

Porteous, Roy Edgar, Dumbleyung, 10th February, 1939.

White, Gordon Percival, Morawa, 10th February, 1939.

Piggin, Ernest Edward, Trayning, 10th February, 1939.

Harrison, Henry Victor William, Laurence Alexander

and Lawrence (by his Attorney, Henry Victor William Harrison), Benjaberring, 10th February, 1939.

Foord, Frederick Samuel, Trayning, 13th February, 1939.

Hampton, Herbert Horace, Koorda, 13th February, 1939.

Healy, Irwin, Pintharuka, 13th February, 1939.

Jones, Arthur Edmund, West Wubin, 13th February, 1939.
 McSwain, Malcolm Munro, Carnamah, 13th February, 1939.
 Peel, William Edward, Nangeenan, 13th February, 1939.
 Burkin, George William, junr., Kojonup, 14th February, 1939.
 Gellatly, William, Latham, 14th February, 1939.
 Sharrett, Ernest James, Corrigin, 14th February, 1939.
 Daws, Edward, Dulyalbin via Moorine Rock, 14th February, 1939.
 Repacholi, Francis Martin, Koudinin, 14th February, 1939.
 Calderwood, Janet Gordon, Mollerin, 14th February, 1939.

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

W. A. WHITE,
 Director.

15th February, 1939.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.
 NOTICE is hereby given that adjustment of debts under section 11 of the Act of the following farmers has been finalised and the Stay Orders have now lapsed as from the date specified:—Noye, Telemaque, Kellerberrin; McCabe, James F. (Administrator Estate M. A. McCabe) and Patrick J., Kellerberrin; Piesse, Hector G.,

“Rocky Pool,” Wagin; Opperman, Hughie A., Mullewa; McConnell, I. H. and O. H. (joint Executors of Estate of John McConnell, deed.), Bruce Rock; 15th February, 1939.

W. A. WHITE,
 Director.

15th February, 1939.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders issued under section 11 of the Act have been cancelled as from the date specified:—Bowers, Edward, North Burracoppin, 13th February, 1939; Cameron, John Andrew, Noongaar, 15th February, 1939.

W. A. WHITE,
 Director.

THE AUDIT ACT, 1904.

The Treasury,
 Perth, 14th February, 1939.

Mines No. 2238/04.

IT is hereby published, for general information, that the following officers have been appointed Receivers of Revenue for the Inspection of Machinery Branch of the Mines Department:—G. A. Miles, H. Q. Kennedy, and W. M. Wilson.

A. J. REID,
 Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Old Classification.	New Classification.	Date Returnable.
Agriculture	Assistant Plant Pathologist (Item 1629)§	£330—£390	£366—£438	1939. 18th February.
Labour (Arbitration Court)	Industrial Registrar ... ..	...	£582—£630||	do.
Treasury	Clerk (Item 71)	£245—£294	£294—£306	25th February.
Do.	Clerk (Item 74)	£230—£282	£279—£288	do.
Do.	Clerk (Item 78)	£185—£270	£185—£270	do.
Lands and Surveys ...	Clerk, Accounts Branch (Item 343) ...	£230—£282	£279—£288	4th March.
Mines	Clerk (Item 493)	£185—£270	£185—£270	do.
Public Works	Tracer (Item 1101)*	£65—£140	£65—£140	do.

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

Note:—

* Applications are also called under section 29.

§ Applications are also called under section 29. Applicants should possess a University Degree in either Agriculture or Science, and preference will be given to persons having specialised in Mycology, Botany, and Chemistry.

|| Limit fixed £606 under clause 10 of Clerical Agreement.

L. E. SHAPCOTT,
 Deputy Public Service Commissioner.

Office of the Public Service Commissioner,
 Perth, 16th February, 1939.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the following appointment:—
 Ex. Co. 72; P.S.C. 574/38.—H. G. Elliott, Agricultural Adviser, 2nd Class, Department of Agriculture, to be Agrostologist, as from 31st January, 1939.

Also of the following retirements:—

Ex. Co. 1314.—H. J. Hughes, Principal Muresk Agricultural College, Department of Agriculture, under section 66 of the Public Service Act, as from 20th February, 1939;

Ex. Co. 2122.—J. H. Bennett, Clerk and Sub-Inspector of Explosives, Mines Department, under section 67 of the Public Service Act, as from 15th January, 1939.

L. E. SHAPCOTT,
 Deputy Public Service Commissioner.

Crown Law Department,
 Perth, 15th February, 1939.

HIS Excellency the Lieutenant-Governor in Executive Council has appointed J. F. Morris as acting Clerk of the Local Court and acting Clerk to Magistrates, Katanning, during the absence of A. L. F. Taylor, on leave.

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

Sergeant M. J. Corr as Bailiff of the Southern Cross Local Court, vice Sergeant W. L. F. Robinson, transferred;

Constable T. E. Prosser as acting Bailiff of the Pinjarra Local Court at Waroona, during the absence of Constable T. R. Penn, on leave;

Sergeant William L. F. Robinson as Bailiff of the Midland Junction Local Court, vice Sergeant J. H. McDonald, transferred.

THE ELECTORAL ACT, 1907-1936.

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.

Avon District.

Collgar—Quick, Herbert Edward.
Railway Camp, Booraan—Thompson, Thomas.

Forrest District.

Tallanalla via Hoffman Mill—Bond, Vivian Robert.

Gascoyne District.

Carnarvon—Morgan, Norman.

Geraldton District.

M.R. Department, Geraldton—Andrews, H.
Balline Station via Northampton—Forrester, Laura Louisa.
M.R. Department, Geraldton—Killian, W. E.

Hannans District.

Bardoc—Jessop, Thomas James.

Irwin-Moore District.

M.R. Department, Watheroo—Ellemor, H. W.
Dandaragan Station, Moora—Ryan, Clarence.
M.R. Department, Watheroo—Wright, A. J.

Kanowna District.

M.R. Department, Pioneer—Hammond, D.
Reid Siding, Trans. Line—Lee, W.

Mt. Leonora District.

Riverina via Menzies—Benson, Sydney James.
Comet Vale—Blackmore, Eric D.
Sturt Meadows via Leonora—Chomley, Olga.
Wilson's Patch via Leonora—Clark, Leopold.
Glenon Station via Malcolm—Cleland, Margaret.
Rangoon G.M., Cardinia Creek—Courcier, Kenneth A.
Wilson's Patch via Leonora—Davidson, Frederick A.
Melita Station via Malcolm—Finlayson, Allan H.
Melita Station via Malcolm—Finlayson, Helen C.
Niagara via Kookynie—Fitzpatrick, Patrick J.
P.O., Lawlers—Hingston, Bessie B.
Tampa via Kookynie—MacDonald, Hugh.
Mertondale Station, Leonora—McDonald, Margaret (Mrs.).
State Battery, Mt. Ida—Miles, Rebecca (Mrs.).
Weebo Station, Darlot via Leonora—Money, John G.
Wildara Station via Leonora—Moore, Louis C.
Doyle's Well—Poletti, Angelo.
Jeddanya Station via Kalgoorlie—Purchase, Charles E.
Jeddanya Station via Kalgoorlie—Purchase, Florence E.
Rangoon G.M., Cardinia Creek—Spencer, Percy E.
Bannoekburn G.M., Doyle's Well—Waldeck, Joshua A.
Railway Department, Malcolm—Warner, Louis.
Kookynie—Wilkinson, Nigel B.
Pinnacles Station via Leonora—Williams, David A.

Mt. Magnet District.

161-Mile Camp, Mullewa-Cue Line—Anderson, W. J.
172-Mile, Railway Camp via Yalgoo—Auder, Leslie J. P.

Murchison District.

Court House, Meekatharra—Fisher, Charles Alexander.
253-Mile Camp, Mullewa-Cue Line—Walker, G. H.

Pingelly District.

M.R. Department, Wandering—Grigg, Alfred Joseph.

Pilbara District.

Bamboo Creek—Knight, J. C.

Roebourne District.

Bootaloo Station via Onslow—Barrett-Lennard, Arthur V.
Nanutara Station, via Onslow—Barrett-Lennard, F. St. A.
Cardabia Station via Carnarvon—French, Ruby May.
Onslow—Scarff, Edwin L. F.
Onslow—Kempton, Leslie.

Sussex District.

C/o Winter's Camp, Karridale—Griffelt, John.
Relief Camp, Busselton—Riley, C. D.
Relief Camp, Busselton—Thompson, H.

Swan District.

Kelmescott—Arnott, J.
Mundaring—Cahill, V.
Darlington—Clarke, A.
Kalamunda—Kistera, C.
Gosnells—Owen, Roy.

Wagin District.

Beaufort—Cornwall, B.
Pantapin via Wagin—Ganzer, E. G. H.
M.R. Department, Wagin—Kennedy, James.
Wedgicarrup—Kershaw, Ernest V.
Baniche—McDonald, N. J.
Wishbone Pool—McIntyre, J. W.
School, Minding—Shiers, Nora P. (Miss).
Jaloran via Wagin—Toll, P. J.

Williams-Narrogin District.

M.R. Department, Williams—Atkinson, A.
M.R. Department, Narrogin—Miller, J.

Yilgarn-Coolgardie District.

Goldfields Water Supply, Southern Cross—Taylor, Donald H.
Goldfields Water Supply, Coolgardie—Rogers, William.

CANCELLATIONS.

Gascoyne District.

Marrilla Station, Carnarvon—Marchetti, William.

Hannans District.

Golden Ridge, Commonwealth Railway Line—Hall, Walter George.

H. R. GORDON,
Under Secretary for Law.

NOTICE TO MARINERS.

No. 2 of 1939.

Australia—West Coast.

Entrance Channel to Fremantle Inner Harbour.

Reinstatement of Light Buoy.

Position—1.7 cables 280° from the light tower on the seaward end of South Mole.

Details—The outer or westernmost green light, which was recently moved to a temporary position further westward along the southern line of the Entrance Channel (see Notice to Mariners No. 1 of 1939) has been reinstated in its charted position.

Charts affected—Nos. 240, 1058, 1700.

Publications affected—Aust. Pilot Vol. V., page 321.

Authority—Fremantle Harbour Trust.

(Sgd.) W. R. CLACK,
Harbour Master.

(Sgd.) R. J. COX,
Secretary.

NOTICE TO MARINERS.

No. 3 of 1939.

Australia—West Coast.

Approach to Gage Roads, Fremantle.

Buoy Discontinued.

Position—86°, 1.8 miles from the light tower on Bathurst Point, Rottneest Island.

Details—The nun-shaped buoy, hitherto marking the eastern limit of Kingston Spit, east of Bathurst Point, Rottneest Island, has been withdrawn and will not be replaced.

Charts affected—Nos. 240, 1058.

Publications affected—Aust. Pilot Vol. V., page 310.

Authority—Fremantle Harbour Trust.

Date—February 15th, 1939.

W. R. CLACK,
Harbour Master.

R. J. COX,
Secretary.

NOTICE TO MARINERS.

No. 4 of 1939.

Australia—West Coast.

Approach to Gage Roads, Fremantle.

Placing of Temporary Buoy.

Position 336°, distant 4.8 miles from the light tower on North Mole.

Details—A nun-shaped buoy, painted red and with staff attached, will be temporarily positioned, on or about Monday next, February 20th, approximately half a mile south-west of the Fairway Light-and-Bell Buoy, to serve as a base for sounding operations in this locality. The buoy will not be lighted at night, and upon completion of the soundings, estimated to occupy about four weeks, will be withdrawn without further notice.

Charts affected—Nos. 240, 1058.

Publications affected—Aust. Pilot Vol. V., pages 313, 315.

Authority—Fremantle Harbour Trust.

Date—February 15th, 1939.

W. R. CLACK,
Harbour Master.

R. J. COX,
Secretary.

THE TRAFFIC ACT, 1919-1935.

Section 21, Subsection (4).

Special Order authorising Members of the Police Force to perform certain Duties as Inspectors.

Police Department,
Perth, 9th February, 1939.

H.O. File 873/35.

UNDER subsection (4) of section 21 of the Traffic Act and Regulations, 1919-35-36, I, David Hunter, Commissioner of Police, hereby order that all members of the Police Force may in all municipal and road districts outside or partly outside the Metropolitan Traffic Area as prescribed from time to time under the said Act and Regulations, exercise and perform the duties of inspectors in relation to the laying of complaints and the conduct of proceedings in respect of any offence against the said Act or regulations which may have been committed at the date of this order or shall hereafter be committed.

Dated the 9th day of February, 1939.

D. HUNTER,
Commissioner of Police.

The Workers' Homes Board,
St. George's terrace,
Perth, 14th February, 1939.

THE undermentioned Lease under the Workers' Homes Act, 1911-1928, has been forfeited for breach of covenant of the Lease:—

Lease No.	Name of Lessee.	Description of Land.	Town or Locality.
691/1933	Mews, Charles Henry	Lot 922, Daping street	Katanning.

Inserted by Order of the Workers' Homes Board.

H. G. JARMAN,
Secretary.

RESERVE.

Department of Lands and Surveys,
Perth, 15th February, 1939.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to set apart as a Public Reserve the land described in the Schedule below for the purpose therein set forth:—

1128/38.

WARRAMBOO (near Mt. Magnet).—No. 21884 (Water).—Being late Garden Area 22M. (1a.) (Plan 186/80.) Reserve 11342 (Common) is hereby reduced.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,
Perth, 15th February, 1939.

Corr. No. 277/38.

IT is hereby notified that the Gnowangerup Road Board has appointed the following persons to be Bush Fire Control Officers for the Gnowangerup Road District:— Messrs. F. J. Grocock, W. Lloyd-Woods, R. C. Austin, E. Chambers, J. A. Moir, R. W. T. Wellstead, J. McHardy, R. B. Davies, and S. F. Vaux.

Corres. 277/38.

IT is hereby notified, for general information, that Mr. Thomas Richard Scaddan, Secretary of the Wanneroo Road Board, Wanneroo, has been appointed Bush Fire Control Officer for the Wanneroo Road Board District.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Erratum Notice.

Department of Lands and Surveys,
Perth, 15th February, 1939.

Corres. No. 274/38.

IN the notice appearing on page 251 of the *Government Gazette* of the 10th February, 1939, appointing certain officers to issue permits for clover burning, in the last two lines for "subject to sections 13 to 15 (inclusive) of the above Act," read "subject to regulations 13 to 15 (inclusive) under the above Act."

G. L. NEEDHAM,
Under Secretary for Lands.

WITHDRAWAL NOTICE—NARROGIN LAND AGENCY.

Department of Lands and Surveys,
Perth, 13th February, 1939.

Corr. 1135/31. (Plan 385A/40, B1.)

IT is hereby notified, for public information, that Williams Location 13781, which was open for reselection on 22nd proximo, has now been withdrawn from reselection.

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, Corres. No., Plan.
Baster, S. J.; 342/740; Wyalkatchem 232; £10 16s. 6d.; 1518/25; Wyalkatchem.
Bell, J. A.; 6420/153; Meekatharra 232; £1 13s. 11d.; 2678/32; Meekatharra.
Dunkley, G. J.; 42000/55; Yilgarn 967; £169 19s. 0d.; 4194/26; 36/80, A2.
White, G. E.; 20/1366; Nelson 7968 (Glenmore Estate); £580 6s. 9d.; 7692/19; Glenmore Estate.
Veal, Samuel; 34100/55; Avon 20290; £183 1s. 10d.; 8893/13; 55/80, A3.
Hughes, J. L.; 20/2293; Wongoondy Estate 12; £798 17s. 10d.; 2310/28; 127/80.
Johrston, Thomas; 20/2266; Victoria 7182 (Carnamah Estate); £863 12s. 7d.; 4080/27; 95/80, B1 & 2.
Tait, William; 5262/55; Jandakot A.A. 20; non-compliance with conditions; 2401/03; 341A/40.
Wood, R. W. J.; 347/913; Peel Estate 358; £64 7s. 11d.; 2369/35; Peel Estate.

G. L. NEEDHAM,
Under Secretary for Lands.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1938, and its Regulations:—

COOLGARDIE.

21st February, 1939, at 2 p.m., at the Mining Registrar's Office—

Coolgardie—Town 613, 1r. 3p., £12 10s.

KALGOORLIE.

21st February, 1939, at 2 p.m., at the District Lands Office—

†Boulder—Town (Forrest street) 604, 20p. £10; (Frank street) 1512, 1r., £15; (Ware street) 2271, 38p., £15; 2284, 1r. 3p., £12 10s.; 2287, 1r. 3.5p., £10; 2288, 1r. 3.5p., £12; (Harvey street) 2300, 38.7p., £15 (Walter street) 2351, 1r., £10.

Kalgoorlie—Town (Elizabeth street) 1891, 1r. 6p., £25; (Gilberton street) 2030, 1r. 11p., £45.

†Kalgoorlie—Town (Hannan street) R465, 39.6p., £12 10s.; (Buller street) 1092, 1r., £15; (Hare street) 1238, 1r., £10; (Oberthur street) 1513, 1r. 4p., £10; (Lyllal street) 1692, 1r., £15; (Kil-larney street) 1718, 1r., £12 10s.; 1719, 1r., £10; (Varden street) 2205, 1r., £10; (Hare street) 2211, 1r. 4.5p., £10; (Charles street) 1073, 1r., £12; 1085, 1r. 32p., £12; (Turner street) 1510, 1r. 4p., £10.

Sommerville—*44, 3a. 2r. 22p., £10; 45, 3a. 2r. 9p., £10.

MOUNT MAGNET.

22nd February, 1939, at 2 p.m., at the Mining Registrar's Office—

Boogardie—Town 15, 1r., £10.

ONSLow.

22nd February, 1939, at 2 p.m., at the Court House—

†Onslow—Town 370, 39.3p., £12 10s.

SOUTHERN CROSS.

22nd February, 1939, at 3 p.m., at the District Lands Office—

Carrabin—Town 59, 35.8p., £20.

GERALDTON.

1st March, 1939, at 3.15 p.m., at the District Lands Office—

Rothsay—Town 102, 39.9p., £15.

NORSEMAN.

2nd March, 1939, at 11 a.m., at the Mining Registrar's Office—

Norseman—Town 407, 1r., £12; 715, 1r., £12.

CUE.

8th March, 1939, at 2 p.m., at the Mining Registrar's Office—

†Big Bell—Town 42, 1r., £12 10s.

†Reedy—Town 186, 1r. 2.7p., £12 10s.; 189, 1r. 3.2p., £12 10s.; 205, 1r., £12 10s.

NORTHAM.

9th March, 1939, at 11.30 a.m., at the District Lands Office—

‡Baandee—Town 1, 1r., £15.

‡Calingiri—*43, 3a. 2r. 2p., £10; 44, 3a. 3r. 21p., £10.

*Suburban for cultivation.

†Sold subject to the condition 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.

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 JILBADJI LOCATION 426.

Southern Cross Land Agency.

Grazing Purposes.

Section 116 of the Land Act, 1933-1937.

Department of Lands and Surveys,
Perth, 1st February, 1939.

Corr. 6076/27.

TENDERS for the leasing of the land comprised within Jilbadji Location 426 (situated near Edwards' Find), containing 2,259 acres 3 roods 32 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, renewable at the will of the Hon. the Minister for Lands and terminable at three months' notice, rent being apportioned accordingly, and no compensation being payable for improvements effected at the expiration of the lease or the sooner determination thereof.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of two pounds (£2)), indorsed "Tender for Leasing Jilbadji Location 426, shown on Public Plan 23/80," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Southern Cross, on or before Wednesday, 22nd February, 1939.

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 23/80, E & F2.)

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR LEASING HAY LOCATIONS 923, 924, 1912, and 1925.

Albany Land Agency.

Grazing Purposes.

Section 116 of the Land Act, 1933-1937.

Department of Lands and Surveys,
Perth, 1st February, 1939.

Corr. 2041/38.

TENDERS for the leasing of the land comprised within Hay Locations 923, 924, 1912, and 1925 (situated at Rocky Gully), containing 2,400 acres, 2 roods 38 perches, are invited.

The above locations will be available for leasing under section 116 of the Land Act, 1933-1937, subject to the following conditions:—

- (a) The leases to be for a period of 10 years.
- (b) That the successful applicant shall be required to top-dress annually all land sown to pasture, with a minimum of 60 lbs. of super to the acre.
- (c) All suckers on cleared and partly cleared land to be destroyed and this land kept free from suckers and seedlings during the term of the lease.
- (d) That any timber felled and not burned shall be cleared up by the lessee.
- (e) That any fencing erected by the lessee may be removed at the termination of the lease.
- (f) That no rent be payable during the first three (3) years of the lease, and a minimum annual rental of fifteen pounds (£15) shall be paid for the remaining seven (7) years.
- (g) That each lessee shall deposit a sum of £10 with the Department, such sum to be forfeited if the work set out above is not carried out to the satisfaction of the Minister.

Tenders for the above should be lodged at the Albany Land Agency on or before Wednesday, 22nd February, 1939.

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 444/80, A3.)

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, 22nd FEBRUARY, 1939.

PERTH LAND AGENCY.

North-West Division.

De Grey and Pardu Districts (near Mt. Goldsworthy).

Corres. 9149/01. (Plan 114/300.)

Those areas of unsurveyed lands, containing about 89,623 and 49,548 acres; being the surrendered portions of C. A. M. and F. F. Thompson's Pastoral Leases Nos. 394/734 and 394/735.

North-West Division.

Windell District (near Hamersley Range).

Corres. 806/38. (Plan 97/300.)

That area of unsurveyed land, containing about 100,000 acres; being T. Gorman's cancelled application.

WEDNESDAY, 1st MARCH, 1939.

PERTH LAND AGENCY.

South-West Division.

Victoria District.

Corres. No. 3969/26. (Plan 92/80, F1.)

Location 8345, containing 4996 acres 1 rood 38 perches.

WEDNESDAY, 22nd MARCH, 1939.

PERTH LAND AGENCY.

Kimberley Division.

Numalgun District (near Mt. Barnett).

Corres. No. 2736/32. (Plan 139/300.)

That area of unsurveyed land, containing about 19520 acres; being T. P. Matthews' forfeited Pastoral Lease No. 2253/98.

North-West Division.

Teano District (near Bamboo Spring and Collie Range).

Corr. 852/37. (Plans 79/300 and 80/300.)

Those areas of unsurveyed lands, containing about 23,600 acres and 42,895 acres; being V. D. Sorenson's forfeited Pastoral Leases Nos. 394/1219 and 394/1206; subject to payment for improvements, if any.

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.

WEDNESDAY, 22nd FEBRUARY, 1939.

ALBANY LAND AGENCY.

Hay District (about 20 miles west of Cranbrook).

Corr. No. 1749/38. (Plans 437D/40, C4, and 444/80, C & D1.)

Locations 208, 288, 289, 290, 293, 301, and 625, containing 2,974a. 0r. 24p., at 5s. per acre; classification page 106 of File 1223/13; subject to Agricultural Bank indebtedness and to timber conditions, and, also, Hay Location 208 will be subject to survey if not taken over by the same holder as Hay Location 447; being H. W. Cuss' cancelled application.

BEVERLEY LAND AGENCY.

Avon District (about three miles south-west of Weam).

Corr. No. 1960/38. (Plan 343D/40, B4.)

Locations 7614 and 7613, containing 200 acres, at 8s. 3d. per acre; subject to Agricultural Bank indebtedness and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being O. E. C. Oldfield's cancelled application.

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

Corr. No. 6152/22. (Plan 345/80, F4.)

Location 1343, containing 119a. 1r. 20p., at 3s. per acre; and Location 1344, containing 218a. 1r. 12p., at 4s. 6d. per acre; classifications pages 89 and 88 of File 6152/22; subject to payment for improvements, if any; being the surrendered portion of M. J. and M. E. V. Liebig's Conditional Purchase Lease 40655/55.

GERALDTON LAND AGENCY.

Victoria District (about 12 miles north-east of Bowgada).

Corr. No. 101/36. (Plan 122/80, F2.)

Location 9315, containing 2,129a. 3r. 2Sp., at 5s. 6d. per acre; classification page 6 of 4610/28; subject to exemption from road rates for two years from date of approval of application and to the payment for improvements; being E. Wilkinson's forfeited Lease 347/1158.

KATANNING LAND AGENCY.

Kent District (about three miles south of Pingrup).

Corr. No. 2586/34. (Plan 418/80, D1.)

Location 387, containing 989a. 1r. 24p., at 10s. per acre; classification page 17 of File 1772/29; subject to payment for improvements and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given except for the actual value of any improvements that may be resumed; being M. A. E. Butler's forfeited Lease 347/649.

Kojonup District (about one mile north of Nyabing).

Corr. No. 847/38. (Plan 408/80, F4.)

Locations 8401 and 6165, containing 1,074a. 0r. 13p., at 3s. 9d. per acre; classification pages 20 and 21 of 847/38; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue and also to exemption from road rates for two years from date of approval of application. This cancels the previous notice in the *Government Gazette* of the 20th January, 1939, relating to this block.

NARROGIN LAND AGENCY.

Williams District.

Corr. No. 1135/31. (Plan 385A/40, B1.)

Location 13781, containing 4 acres, at 15s. per acre; subject to payment for improvements, if not selected by the same holder as Williams Location 4392; available for selection only by the holders of the adjoining blocks and to the condition that the full purchase money must be paid on approval of application or in such instalments as the Minister for Lands may direct; being T. E. Hawkesley's forfeited Lease 57/533.

NORTHAM LAND AGENCY.

Avon District (about four miles south of Koorda).
 Corr. No. 7365/22. (Plan 56C/40, F3.)
 Locations 14610 and 12652, containing 1,000 acres, at 11s. per acre; classification page 50 of File 7365/22; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires on the 28th February, 1939; being L. A. Cameron's forfeited Leases 40159/55 and 36663/55.

Avon District (about 1½ miles south of Narkal).
 Corr. No. 1/38. (Plans 56/80, F2; 56C/40, F3.)
 Location 22678, containing 180a. 0r. 13p., at 5s. 9d. per acre; classification page 20 of 6154/21; subject to Agricultural Bank and Minister for Lands' indebtedness and to the block being open to be selected only by the holders of the adjoining blocks; being N. Mighall's cancelled application.

Avon District (about 11 miles west of Koorda).
 Corr. No. 1620/37. (Plan 56C/40, D3.)
 Location 24795, containing 556a. 1r. 21p., at 8s. 6d. per acre; classification page 8 of 3558/25; being G. Johnson's forfeited Lease 348/725.

Ningham District (about 4½ miles north of Bonnie Rock).
 Corr. No. 4834/28. (Plan 67/80, A & B 2 & 3.)
 Locations 3191 and 3378, containing 1,626a. 0r. 17p., at 8s. per acre; classification page 11 of File 5967/27; subject to Agricultural Bank indebtedness and a cropping lease expiring on the 28th February, 1939. This cancels the previous *Government Gazette* notice relating to these blocks.

SALMON GUMS LAND AGENCY.

Esperance District (about four miles north-west of Collier).
 Corr. No. 3024/27. (Plan 423/80, C & D3.)
 Location 702, containing 420 acres, at 3s. 9d. per acre; also Locations 709, containing 684 acres; 711, containing 848 acres; 712, containing 851 acres; 751, containing 500 acres; and 752, containing 469 acres, at 3s. per acre each; subject to payment for improvements; being the surrendered portion of Dixon and Bartley's Grazing Lease 22078/68.

Fitzgerald District (about four miles south-west of Salmon Gums).
 Corr. No. 4086/24. (Plan 392/80, B3.)
 Locations 258 and 888, containing 900a. 3r. 4p.; also Location 259, containing 900a. 1r. 15p., at 6s. per acre respectively; classifications pages 39 and 38 of 3764/15; subject to payment for improvements; being D. Johnston's forfeited Leases 18306/68 and 24131/74.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about 15 miles south of Garratt).
 Corr. No. 6199/27. (Plan 23/80, E2.)
 Location 479, containing 1,758a. 2r. 17p., at 4s. 6d. per acre; classification page 235 of 13813/01; subject to payment for improvements capitalised value £300, and to mining and timber conditions; being M. Deriek's forfeited Leases 42566/55 and 13220/56.

Yilgarn District (about 10 miles north of Burracoppin).
 Corr. No. 197/24. (Plan 35/80, C & D3.)
 Location 201, containing 958a. 3r. 39p., at 7s. per acre; classification page 21 of 3202/22; subject to Agricultural Bank indebtedness and to mining and also to timber conditions; being P. Follett's forfeited Lease 40874/55.

Yilgarn District (six miles north of Warralackin).
 Corr. No. 4912/29. (Plan 54/80, D3 & 4.)
 Location 366, containing 4,288a. 0r. 34p., at 3s. per acre; classification page 4 of 981/26; subject to exemption from road rates for two years from date of approval of application and to mining conditions. This cancels the previous notice in the *Government Gazette* relating to this block.

Yilgarn District (about half a mile west of Booda-rockin).
 Corr. No. 2403/26. (Plans 54/80, F4; 35/80, F1.)
 Location 385, containing 973a. 0r. 36p., at 5s. per acre; classification page 17 of 981/26; subject to Agricultural Bank and to a cropping lease which expires on

the 28th February, 1940, to mining conditions, and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed, also subject to timber conditions. This cancels the previous *Government Gazette* notice relating to this block.

Yilgarn District (about 4½ miles north-west of Garratt).
 Corr. No. 2161/34. (Plan 36/80, D3.)
 Location 408, containing 1,037a. 0r. 37p., at 5s. 6d. per acre; classification page 13 of 5032/22; subject to Agricultural Bank indebtedness, to a cropping lease which expires on the 28th February, 1940, and also to Goldfields Water Supply firewood and timber conditions. This cancels the previous *Government Gazette* notice relating to this block.

Yilgarn District (near Moorine Rock).
 Corr. No. 258/25. (Plan 36/80, C3 & 4.)
 Location 443, containing 1,000a. 0r. 15p., at 9s. 6d. per acre; classification page 18 of 5033/22; subject to Agricultural Bank and Industries Assistance Board indebtedness and to Goldfields Water Supply firewood conditions and also to timber conditions. This cancels the previous *Government Gazette* notice relating to this block.

Yilgarn District (about 2½ and 4½ miles north of Noongaar).
 Corr. No. 1445/31. (Plan 36/80, B3 & 4.)
 Location 756, containing 1,284a. 1r. 14p., at 5s. per acre; classification page 39 of 1445/31; also Location 1129, containing 1,343a. 2r. 5p., at 4s. 6d. per acre; classification page 5 of 1338/28; subject to payment for improvements, if any, to exemption from road rates for two years from date of approval of application, to mining and G.W.S. firewood conditions and also to timber conditions. This cancels the previous *Government Gazette* notice relating to these blocks.

Yilgarn District (about six miles south of Warra-chuppin).
 Corr. No. 50/36. (Plan 35/80, D & E 1 & 2.)
 Location 776, containing 1,028a. 1r. 32p., at 6s. per acre; and Location 310, containing 2,431a. 1r. 1p., at 3s. 6d. per acre; classifications pages 7 and 13 of 6789/25; subject to Agricultural Bank indebtedness and to mining and timber conditions. This cancels the previous *Government Gazette* notice relating to these blocks.

Yilgarn District (about four miles north-west of Boddalin).
 Corr. No. 4541/28. (Plan 35/80, F4.)
 Location 777, containing 1,499a. 2r. 39p., at 3s. per acre; classification page 14 of 4541/28; subject to payment for improvements and to mining and timber conditions; being W. B. Asman's forfeited Lease 68/1555.

Yilgarn District (north of Nulla Nulla and Moorine Rock).
 Corr. No. 2221/28. (Plan 36/80, B1-2-3, C1-2-3, D1 & 2.)

Price per acre.

No.	a.	r.	p.	s.	d.	Class.	p.	of	of
1141	1,016	2	11	3	0	Class. p. 9	of	2221/28.	
1265	552	2	10	5	0	Class. p. 8	of	3707/28.	
1270	1,198	1	0	5	3	Class. p. 10	of	4023/28.	
1276	1,031	3	10	4	3	Class. p. 5	of	4588/28.	
1287	1,009	0	16	3	0	Class. p. 11	of	5652/28.	
1290	2,470	3	35	3	0	Class. p. 6	of	6381/28.	
1314	3,018	3	5	2	6	Class. p. 8	of	3945/29.	

Subject to exemption from road rates for two years from date of approval of application, also subject to timber conditions.

This cancels the previous *Government Gazette* notice relating to these blocks.

Yilgarn District (near Baladjie).
 Corr. No. 2796/32. (Plan 53/80, A4.)
 Location 1332, containing 179a. 3r. 36p., at 4s. per acre; subject to payment for improvements, to mining conditions, to timber conditions, and G.W.S. firewood conditions; being A. P. Duncan's forfeited Lease 55/2521.

WAGIN LAND AGENCY.

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

Corr. No. 2476/30. (Plan 386D/40, B4.)

Location 12137, containing 89a. 2r. 29p., at 6s. per acre; classification page 3 of File 1190/20; subject to payment for improvements; being C. Riley's forfeited Lease 74/1051.

WEDNESDAY, 1st MARCH, 1939.

ALBANY LAND AGENCY.

Plantagenet District (about 3½ miles south of Young's Siding).

Corr. No. 6552/19. (Plan 456B/40, F1.)

Location 2964, containing 38a. 3r. 12p., at £1 7s. per acre; classification page 262 of 7444/11; subject to exemption from road rates for two years from date of approval of application, also subject to drainage and timber conditions; being V. E. Gannaway's forfeited Lease 11490/68.

Plantagenet District (about three miles east of Tudor).

Corr. No. 2075/38. (Plan 451/80, A4.)

Location 5628, containing about 160 acres; subject to survey, classification, and pricing.

BUNBURY LAND AGENCY.

Wellington District (four miles north-east of Bowelling).

Corr. No. 604/38. (Plan 410D/40, C3.)

Location 4436, containing 93a. 0r. 10p., at 12s. 6d. per acre; classification page 6 of File 604/38; available subject to the usual timber reservation conditions.

Wellington District (about two miles north of Allanson).

Corr. No. 1086/32. (Plan 411B/40, E2.)

Location 4437, containing 39a. 0r. 17p., at 10s. per acre, excluding survey fee; area of cultivable land 10a. 2r.; classification page 14 of 1086/32; available subject to the usual timber reservation conditions and to adjoining holders only. Reserve 12634 (Water) is hereby reduced.

Williams District (near Boddington).

Corr. No. 8246/13. (Plan 384A/40, B1.)

Location 13835, containing 8a. 2r. 23p., at 10s. per acre; available to adjoining holder only.

GERALDTON LAND AGENCY.

Victoria District (at Spearwood Well).

Corr. No. 15019/11. (Plan 128/80, A3.)

That portion of Reserve 14106, containing about 450 acres, bounded by lines commencing at its north-east corner and extending south along part of its east boundary to the south-west corner of Location 5532; thence west 25 chains and south 20 chains; thence east to the south-eastern boundary of the reserve aforesaid; thence south-west, west, north, and east along boundaries of the reserve to the starting point; subject to survey and pricing. Reserve 14106 (Camping and Public Utility) is hereby reduced to exclude the above described area.

NORTHAM LAND AGENCY.

Avon District (about 9½ miles north of Pope's Hill).

Corr. No. 6526/22. (Plan 54/80, A2 & B2.)

Locations 22716 and 25054, containing 1,164a. 1r. 16p., at 5s. 3d. per acre; classification page 41 of 4162/21; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness and to a cropping lease which expires 28th February, 1940; being A. L. Crombie's forfeited Leases 12890/56, 39560/55, and 1656/57.

Ninghan District (about 12 miles north of Welbungin).

Corr. No. 5781/20. (Plans 66/80, D4; 55/80, D1.)

Location 743, containing 833a. 3r. 23p., at 8s. 6d. per acre; classification page 39 of 2589/10; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires 28th February, 1940, also subject to survey if not taken up by the same holder as Ninghan Location 313; being P. Felstead's forfeited Lease 38275/55.

PERTH LAND AGENCY.

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

Corr. No. 2736/37. (Plan 341C/40, D3.)

Location 865, containing 111a. 0r. 5p., at 8s. per acre; area of cultivable land, 19a. 2r.; Classification page 7 of File 2736/37; available subject to the usual timber reservation conditions.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about 9½ miles west of Red Lake).

Corr. No. 1989/32. (Plans 402/80, A1; 392/80, A4.)

Location 194, containing 1,000a. 0r. 38p., at 6s. per acre; classification page 6 of 1989/32; subject to payment for improvements; being F. C. Murray's forfeited Lease 56/322.

Fitzgerald District (about 12 miles west of Red Lake).

Corr. No. 1736/29. (Plans 392/80, A4; 402/80, A1.)

Locations 639 and 839, containing 823a. 0r. 24p.; subject to pricing and to payment for improvements; being F. C. Murray's forfeited Leases 55/1573 and 74/702.

SOUTHERN CROSS LAND AGENCY.

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

Corr. No. 8112/22. (Plan 36/80, D4.)

Locations 210, containing 999a. 3r. 14p., at 7s. per acre; and Location 245, containing 1,000a. 0r. 22p., at 5s. per acre; classifications pages 25 and 17 of 5000/22; subject to Agricultural Bank and Industries Assistance Board indebtedness, to mining conditions, and to Goldfields Water Supply firewood and timber conditions. This cancels the previous *Government Gazette* notice relating to these blocks.

Jilbadji District (about 22 miles south of Moorine Rock).

Corr. No. 4681/28. (Plan 23/80, C3.)

Location 516, containing 2,027a. 3r. 10p., at 4s. 6d. per acre; classification page 108 of 5957/27, Volume 1; subject to Agricultural Bank indebtedness, to mining and to timber conditions, also subject to a cropping lease which expires 28th February, 1939; being E. N. Besley's forfeited Lease 68/877.

Yilgarn District (six and nine miles north-east of Bullfinch).

Corr. No. 500/38. (Plan 53/80, D3.)

Location 661, containing 997a. 0r. 1p., at 4s. per acre; subject to payment for improvements capitalised value £230; and Location 668, containing 1,006a. 1r. 31p., at 4s. per acre; subject to payment for improvements capitalised value £275; classification page 36 of 6785/22; both blocks are subject to mining conditions; being H. Reynolds' cancelled application.

Yilgarn District (about three miles west of Corinthia).

Corr. No. 2672/26. (Plan 36/80, C & D 1 & 2.)

Location 1023, containing 2,491a. 1r. 34p., at 3s. 3d. per acre; classification page 7 of 2672/26; subject to exemption from road rates for two years from date of approval of application, to mining conditions, and also to timber conditions. This cancels the previous *Government Gazette* notice relating to this block.

Yilgarn District (about eight miles north-east of Moorine Rock).

Corr. No. 1409/29. (Plan 36/80, B & C 2 & 3.)

Locations 1305 and 1306, containing 2,518a. 2r. 23p., at 3s. per acre; classification page 9 of 1409/29; subject to exemption from road rates for two years from date of approval of application and to timber conditions. This cancels the previous *Government Gazette* notice relating to these blocks.

THURSDAY, 2nd MARCH, 1939.

BRIDGETOWN LAND AGENCY.

Nelson District (about six miles north of Nannup).

Corr. No. 14/38. (Plan 439A/40, B1.)

Location 11275, containing 14a. 2r. 34p., at 6s. 6d. per acre, excluding survey fee; classification page 9 of File 14/38.

Sussex District (near Abbey's).

Corr. No. 1915/38. (Plan 413D/40, A & B3.)

Location 927, containing 160 acres, and Location 1224, containing 139a. 3r.; available subject to classification, pricing, and the usual timber reservation conditions.

Sussex District (about five miles west of Cowaramup).

Corr. No. 1601/38. (Plans 413D/40, A4, and 440A/40, A1.)

Location 1194, containing 340a. 2r. 14p., at 7s. per acre; and Location 1191, containing 146 acres, at 8s. 9d. per acre; classifications pages 11 and 14 of File 9534/12; subject to Agricultural Bank indebtedness and to the conditions applying to land selection in this district; also subject to a lease expiring on the 30th November, 1939; being E. L. J. Torrent's cancelled application.

Sussex District (about six miles north-east of Margaret River).

Corr. No. 346/33. (Plan 440A/40, B & C1.)

Location 1735, containing 131a. 3r. 15p., at 11s. 9d. per acre, including survey fee; classification page 8 of 2730/22; subject to timber conditions and the conditions applying to land selection in this district, and to payment for improvements; being G. H. Lee's forfeited Lease 74/1635.

Sussex District (near Yoongarillup).

Corr. No. 1390/31. (Plan 413C/40, E3.)

Location 2028, containing 127a. 1r. 24p.; purchase money, including improvements and survey fee—£200; half-yearly instalments over 30 years:—civilians, 5 per cent.—£6 6s. 3d.; returned soldiers, 4½ per cent.—£5 19s. 5d.

WEDNESDAY, 8th MARCH, 1939.

ALBANY LAND AGENCY.

Hay District (about 12 miles south-west of Cranbrook).

Corr. No. 6723/14. (Plan 444/80, E2.)

Location 1088, containing 200 acres, at 6s. per acre; classification page 5 of 6723/14; subject to payment for improvements and to timber conditions; being G. Herbert's forfeited Lease 35182/55.

BUNBURY LAND AGENCY.

Wellington District (about 9½ miles south-west of Waroona).

Corr. No. 2017/32. (Plan 383A/40, B1.)

Location 3194, containing 315a. 1r. 25p., at 7s. per acre; classification page 7 of 7173/21; subject to exemption from road rates for two years from date of approval of application, also subject to timber conditions; being the area deleted from J. A. Thompson's application.

GERALDTON LAND AGENCY.

Kockatea Repurchased Estate (about four miles west of Wilroy).

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

Corr. No. 2141/38. (Plan 156/80, D & E3.)

Lot 2, containing 2,220a. 0r. 6p.; purchase money—£1,110 0s. 5d.; half-yearly instalment first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£24 19s. 6d.; to civilians, at 5 per cent. p.a.—£27 15s.; half-yearly instalment over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£30 18s. 11d.; to civilians, at 5 per cent. p.a.—£32 18s. 5d.; Victoria Location 8801, containing 544 acres, at 18s. 6d. per acre, is to be selected with Kockatea Estate Lot 2; subject to Agricultural Bank indebtedness and to special conditions applying to these blocks. These blocks will only be approved to the applicant who satisfies the Land Board that he has the necessary capital and experience to successfully work the property; being A. C. Snow's cancelled application.

KATANNING LAND AGENCY.

Kojonup District (about 12 miles north-east of Katanning).

Corr. No. 2130/30. (Plan 417A/40, A1.)

Location 8370, containing 17a. 1r. 16p., at 11s. 6d. per acre; classification page 4 of 2139/30; subject to exemption from road rates for two years from date of

approval of application, also subject to payment of the full purchase money on approval of application, or in such instalments as the Minister for Lands may direct; being A. J. Day's forfeited Lease 57/463.

NARROGIN LAND AGENCY.

Roe District (about 4½ miles south-east of Hyden).

Corr. No. 1363/23. (Plan 375/80, A1.)

Location 431, containing 968a. 3r. 12p., at 10s. 9d. per acre; classification page 34 of 1363/23; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires 28th February, 1940; being J. J. Harper's forfeited Leases 41150/55 and 24291/74.

NORTHAM LAND AGENCY.

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

Corr. No. 11509/09. (Plan 34/80, E4.)

Locations 11083 and 11061, containing 880 acres, at 6s. 6d. per acre; classification pages 28 and 37 of 2928/08; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness, and to a cropping lease which expires 28th February, 1940, also subject to timber conditions; being C. D. McKenna's forfeited Lease 24616/55.

Avon District (about 12½ miles south-east of Dowerin).

Corr. No. 2136/31. (Plan 26B/40, D1.)

Location 22086, containing 40Ca. 0r. 34p., at 3s. per acre; classification page 10 of 4650/28; subject to exemption from road rates for two years from date of approval of application. This cancels the previous *Government Gazette* notice relating to this block.

Avon District (about 1½ miles south of Marshall Rock Siding).

Corr. No. 4240/30. (Plan 55/80, C3.)

Location 25487, containing 762a. 1r. 37p., at 4s. 9d. per acre; classification page 5 of 4240/30; and Location 26684, containing 97a. 0r. 36p., at 8s. 3d. per acre; classification page 108 of 2824/14; Avon Location 25487 is subject to Minister for Lands' indebtedness and to a cropping lease which expires 28th February, 1940; Avon Location 26684 is subject to payment for improvements; being T. H. Campbell's forfeited Leases 68/2959 and 347/523.

Jilbadji District (about 1½ miles south of Walgoolan).

Corr. No. 1057/37. (Plan 24/80, D1.)

Location 12, containing 1,000a. 0r. 36p., at 9s. 3d. per acre; Location 14, containing 999a. 0r. 26p., at 9s. per acre; classifications pages 89 and 91 of 8458/20, Volume 1; subject to Agricultural Bank and I.A.B. indebtedness, to mining, and G.W.S. firewood conditions, and also to timber conditions; also subject to cropping leases which expire on the 28th February, 1939, and 28th February, 1940; being M. Murphy's cancelled application.

Ninghan District (about 10 miles north of Popes Hill).

Corr. No. 3695/22. (Plan 54/80, A2.)

Location 1822, containing 1,020a. 2r. 19p., at 6s. 6d. per acre; also Locations 1823 and 904, containing 995a. 1r. 35p., at 6s. per acre; classification page 47 of 3695/22; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires 28th February, 1940; being S. A. Cross' forfeited Leases 39351/55, 41614/55, and 24735/74.

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

Corr. No. 4719/27. (Plan 55/80, E1.)

Location 2757, containing 2,203a. 1r. 17p., and Location 2802, containing 2,408a. 0r. 39p.; subject to pricing and to exemption from road rates for two years from date of approval of application; classifications page 14 of 4719/27 and page 6 of 3455/28; being R. L. Brackenrig's forfeited Leases 23070/68 and 68/831.

Ninghan District (about 2½ and four miles south of Bonnie Rock).

Corr. No. 4240/28. (Plan 67/80, A & B4.)

Location 3098, containing 1,042a. 2r. 18p., at 8s. 6d. per acre; classification page 46 of 6455/27; also Locations 3101, 3452, and 3453, containing 1,533a. 2r. 35p., at 7s. 6d. per acre; classification page 60 of 6455/27;

subject to Agricultural Bank indebtedness; Ninghan Location 3098 is subject to survey, if not taken up by the same holder as Ninghan Location 3371; being A. W. Price and F. J. G. and J. Wise's forfeited Leases 68/841, 68/1811, 74/776, and 74/775.

Ninghan District (about 18 miles north of Kulja).

Corr. No. 406/34. (Plan 88/80, D4.)

Location 3311, containing 2,053a. 2r. 20p., at 9s. 3d. per acre; classification page 65 of 1388/30, Volume 1; subject to exemption from road rates for two years from date of approval of application; being A. G. and C. E. Spain's forfeited Lease 347/412.

PERTH LAND AGENCY.

Peel Estate (about four miles west of Serpentine).

Open under Part V. of the Land Act, 1933-37.

Corr. No. 942/37. (Plan 341D/40, C4.)

Lot 355, containing 105a. 0r. 21p.; purchase money—£63 1s. 7d.; first half-year's instalment as deposit—£2; half-yearly instalment over the balance (29½ years), including principal and interest; to returned soldiers, at 4½ per cent. p.a.—£1 17s. 10d.; to civilians, at 5 per cent. p.a.—£2 0s. 4d.; subject to the conditions applying to this Estate and to timber conditions; being A. W. Brotherston's forfeited Lease 347/1408.

SALMON GUMS LAND AGENCY.

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

Corr. No. 1059/37. (Plan 402/80, D1.)

Location 56, containing 774a. 0r. 29p., at 6s. per acre; classification page 7 of 2236/23; subject to exemption from road rates for two years from date of approval of application; being E. G. Baker's forfeited Lease 348/685.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about five miles south-east of Southern Cross).

Corr. No. 285/28. (Plan 36/80, E4.)

Location 366, containing 1,237a. 2r. 10p., at 6s. 6d. per acre; classification page 128 of 13813/01, Volume 2; subject to payment for improvements capitalised at £225, and to mining and timber conditions; also to Goldfields Water Supply firewood conditions. This cancels the previous *Government Gazette* notice relating to this block.

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

Corr. No. 4826/29. (Plan 36/80, E4.)

Location 368, containing 1,462a. 1r. 36p., at 7s. 3d. per acre; classification page 130 of 13813/01, Volume 2; subject to payment for improvements (capitalised at £225), also subject to mining and timber conditions, and to Goldfields Water Supply firewood conditions. This cancels the previous *Government Gazette* notice relating to this block.

Jilbadji District (about 10½ miles south of Southern Cross).

Corr. No. 6061/27. (Plan 23/80, E1.)

Location 377, containing 1,535a. 0r. 35p., at 3s. 6d. per acre; classification page 4 of 1071/28; subject to payment for improvements (capitalised value £250), also subject to mining and timber conditions. This cancels the previous *Government Gazette* notice relating to this block.

Jilbadji District (about 7½ miles south-east of Garratt).

Corr. No. 6092/27. (Plans 23/80, D & E1; 36/80, D4.)

Location 387, containing 1,233a. 0r. 31p., at 4s. 9d. per acre; classification page 117 of 13813/01; subject to payment for improvements (capitalised at £250), to mining conditions, and also to timber conditions; being E. L. De Mamiel's forfeited Lease 42571/55.

Jilbadji District (about 12 miles south-east of Southern Cross).

Corr. No. 6053/27. (Plan 23/80, E & F1.)

Location 395, containing 1,219a. 3r. 25p., at 5s. 9d. per acre; classification File 1071/28; subject to payment for improvements (capitalised at £350), and also subject to timber and mining conditions; being C. B. Habel's forfeited Leases 42614/55 and 13242/56.

Jilbadji District (about 25 miles south of Southern Cross).

Corr. No. 515/28. (Plan 23/80, E3.)

Location 465, containing 1,742a. 0r. 25p., at 3s. 6d. per acre; classification page 98 of 13813/01; subject to Agricultural Bank and Industries Assistance Board indebtedness and to mining conditions; being C. Holt's forfeited Lease 23041/68.

Jilbadji District (about 21 miles south of Moorine Rock).

Corr. No. 5028/29. (Plan 23/80, B3 & 4.)

Location 518, containing 1,020a. 0r. 19p., at 5s. 6d. per acre; classification page 35 of 5957/27, Vol. 1; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28th February, 1940; also subject to mining conditions; being W. T. Broadhurst's cancelled Lease 55/1752.

Yilgarn District (about three miles west of Westonia).

Corr. No. 520/22. (Plan 35/80, D4.)

Location 144, containing 665a. 2r. 14p., at 7s. per acre; also Location 145, containing 884a. 2r. 28p., at 7s. 6d. per acre; classifications pages 105 and 100 of 4858/20; subject to Agricultural Bank indebtedness and to a cropping lease which expires on 28th February, 1939, also subject to mining and timber conditions; being J. J. McCarthy's forfeited Leases 12758/56 and 38994/55.

Yilgarn District (about eight miles south of Booda-rockin).

Corr. No. 2261/27. (Plan 35/80, E & F2.)

Location 299, containing 2,878a. 1r. 8p., at 3s. per acre; classification page 6 of 478/26; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28th February, 1939; also subject to mining and timber conditions; being M. Barnes' forfeited Lease 22092/68.

Yilgarn District (about three miles east of Warrah-chuppin).

Corr. No. 2681/26. (Plan 54/80, E4.)

Location 382, containing 1,683a. 0r. 30p., at 2s. 6d. per acre; classification page 14 of 981/26; subject to Agricultural Bank indebtedness, to mining and also timber conditions; no further advances guaranteed. This cancels the previous *Government Gazette* notice relating to this block.

Yilgarn District (about three miles north of Warrah-chuppin).

Corr. No. 1097/27. (Plan 54/80, E4.)

Location 398, containing 2,117a. 3r. 9p., at 4s. 3d. per acre; classification page 28 of 981/26; subject to Agricultural Bank and Industries Assistance Board indebtedness and to timber conditions and also to mining conditions; being W. G. Lavell's forfeited Lease 21597/68.

Yilgarn District (about six miles north of Bullfinch).

Corr. No. 6293/25. (Plan 53/80, C3.)

Location 628, containing 990a. 0r. 17p., at 4s. per acre; classification page 60 of 6875/22; subject to payment for improvements (capitalised at £100), also subject to mining conditions. This cancels the previous *Government Gazette* notice relating to this block.

Yilgarn District (about five miles north of Noongaar).

Corr. No. 190/24. (Plan 36/80, B3.)

Location 735, containing 1,077a. 1r. 4p., at 7s. 3d. per acre; classification page 119 of 4543/22; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28th February, 1940; also subject to Goldfields Water Supply firewood and timber conditions; being M. Smalpage as Trustee Estate of W. Simmons' Lease 40684/55.

THURSDAY, 9th MARCH, 1939.

BRIDGETOWN LAND AGENCY.

Nelson District (about 3½ miles south of Balingup).

Corr. No. 6352/98. (Plan 414C/40, D4.)

Location 820, containing 100 acres, at 12s. per acre; classification page 54 of 6352/98; subject to exemption

from road rates for two years from date of approval of application; being H. E. Ewert's forfeited Lease 48/4511.

Sussex District (about three miles west of Bramley Siding).

Corr. No. 6213/23. (Plan 440A/40, A1.)

Location 1197, containing 295 acres, at 11s. 6d. per acre; classification page 15 of 4279/12; subject to payment for improvements, to timber conditions, and the conditions applying to land selection in this district; being E. Bent's forfeited Lease 17326/68.

G. L. NEEDHAM,
Under Secretary for Lands

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

WE, Samuel Roberts and Francis Carter, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Woodanilling Road Board to close the said portion of road, viz:—

Woodanilling.

949/38.

W. 575:—The surveyed road passing along part of the south boundary of Kojonup Location 1888 and part of the west boundary of Location 2096; from a north-eastern corner of Location 5229 to a surveyed road at

the south-western corner of said Location 2096. (Plan 416A/40, C1.)

F. CARTER.
S. ROBERTS.

I, Thomas Edward Haddleton, on behalf of the Woodanilling Road Board, hereby assent to the above application to close the road therein described.

T. E. HADDLETON,
Chairman Woodanilling Road Board.

2nd December, 1938.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

I, PERCIVAL DICEY FORREST, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Upper Blackwood Road Board to close the said portion of road, viz:—

Upper Blackwood.

2078/38.

B447.—The surveyed road in Nelson Location 1744: from the south-west corner of Location 1560 to Road No. 2228 on the former's southern boundary. (Plan 438A/40, B2.)

P. D. FORREST.

I, Percival Dicey Forrest, on behalf of the Upper Blackwood Road Board, hereby assent to the above application to close the road therein described.

P. D. FORREST,
Chairman Upper Blackwood Road Board.

11th February, 1939.

TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
1939.		1939.	
Feb. 1	Bruce Rock State Hotel—Septic Tank and Hot Water Installation (8909)	(2.30 p.m. on Tuesday) 21st February	Contractors' Room, Perth; Police Station, Bruce Rock, and Court House, Merredin, on and after Tuesday, 7th February, 1939.
Feb. 8	Claremont Infants' School (Additions)—Removal of Pavilion Room from Highgate Hill (8910)	28th February	Contractors' Room, Perth, on and after Tuesday, 14th February, 1939.
Feb. 8	Children's Hospital—Additional Storey to Nurses' Quarters (8911)	28th February	Contractors' Room, Perth, on and after 14th February, 1939.

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

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

ROAD DISTRICTS ACT, 1919-1934.

Bunbury Road District and Municipality of Bunbury—Alteration of Common Boundary—Notice of Intention.

Department of Public Works,
Perth, 26th January, 1939.

P.W. 349/27.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of section 8 of the Road Districts Act, 1919-1934, to alter the common boundary between the Bunbury Road District and the Municipality of Bunbury, by severing that portion of the Bunbury Road District described in the Schedule hereto and annexing it to the Municipality of Bunbury.

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

Schedule.

All that portion of Wellington Location 41 bounded by lines commencing at the intersection of the southern side of Clarke street with the western side of Vasse road at the north-eastern corner of Lot 13 of said location (Land Titles Office Plan No. 2138) and extending east

along said side of Clarke street, passing along the north boundaries of Lots 10, 9, 8, and 1, 2, 3, and 4, 3, 2, and 1, as shown on said Plan and L.T.O. Plan 2326 to eastern side of the Racecourse railway reserve; thence southward along said side of Railway reserve to the prolongation east of the north side of Halsey street; thence west along said prolongation and side of Halsey street, passing along the south boundaries of Lots 17, 16, 15, 14, 13, and 105 to the western side of Vasse road; thence northward along said side of Vasse road to starting point.

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

ROAD DISTRICTS ACT, 1919-1934.

Greenough Road District, Redivision into Wards—Notice of Intention.

Department of Public Works,
Perth, 7th February, 1939.

P.W. 1388/38.
IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of the Road Districts Act, 1919-1934, to redive the Greenough Road Board into four Wards, with the names, boundaries, and number of members allotted to each Ward as described in the Schedule hereto.

Plan, showing the proposed new boundaries, may be seen at the Local Government Office, Department of Public Works, Perth.

Schedule.

GREENOUGH ROAD DISTRICT.

Redivision into Wards.

Central Ward.

Bounded on the northward by part of the northern boundary of the district from the intersection of the prolongation south of the westernmost boundary of Victoria Location 4200 to the south-western side of Arthur road at the north corner of Location 1605; on the north-eastward by the south-western side of Arthur road from said corner of Location 1605 to the north-western side of McCartney road at the easternmost corner of Location 1391; on the south-eastward by the north-western side of McCartney road and its prolongation to its intersection with the district boundary; on the south-westward by part of the district boundary from the last-mentioned point to the starting point (2 members).

North Ward.

Bounded on the northward by part of the northern boundary of the district from the south-western side of Arthur road at the north corner of Victoria Location 1605 to a north-east corner of Location 1594 on the west boundary of Location 2162; on the eastward by part of the northern boundary of the district from said corner of Location 1594 to the north-east corner of Location 2353 and by east boundaries of the latter location and part of the north, the east, and part of the south boundary of Location 491 to the south-east corner of said Location 2353; on the southward by part of the north boundary of Victoria Location 7109, the northern and part of the western boundary of Location 2416, the northern boundaries of Locations 9645 and 2451, and the north and the westernmost boundary of Location 2291 and part of the north boundary of Location 2566 from the south-east corner of Location 2353 aforesaid to the south-western side of Nabbeja road; on the south-westward by the south-western sides of Nabbeja road and Arthur road from the last-mentioned point to the starting point (2 members).

East Ward.

Bounded on the northward by part of the northern boundary of the district from the north-east corner of Victoria Location 2353 to the eastern boundary of the district; on the eastward and southward by the eastern and part of the southern boundary of the district to the south-west corner of Reserve No. 220; on the westward by the westernmost boundary of said Reserve 220, part of the south, the west, and part of the north boundary of Victoria Location 931 and the west boundary of Location 3991 and its production north to the north-eastern side of Road No. 1634 in Location 2757; thence by the north-eastern side of said Road No. 1634 to its intersection with the production north-eastward of a south-eastern side of Fraser road; thence along said south-eastern and the south side of Fraser road to the west side of Walter road at the north-west corner of Location 2703; thence by the western side of Walter road and part of the south-western side of Nabbeja road to the junction of the southern and south-western boundaries of the North Ward; thence by the southern and part of the eastern boundaries of the North Ward to the starting point on the district boundary at the north-east corner of Location 2353 first-mentioned (2 members).

South Ward.

Bounded on the north-westward by the south-eastern boundary of the Central Ward; on the eastward by part of the western boundaries of the North and East Wards; on the southward by part of the southern boundary of the district and on the westward by part of the western boundary of the district (2 members).

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

ROAD DISTRICTS ACT, 1919-1934.

Murchison Road Board.

By-law re Discount on Rates.

P.W. 1024/38.

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 Murchison Road Board doth, in exercise of the powers aforesaid and of every

power enabling it in this behalf, hereby make the following by-law:—

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

Passed by resolution of the Murchison Road Board on the 5th day of November, 1938.

ANGUS CAMPBELL,
Chairman.

J. E. CLARKE,
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 3rd day of December, 1938.

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

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 161/39.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in Reticulation Area No. 7, Victoria Park, within the boundaries of the City of Perth, as described hereinafter:—

Commencing at a point in the centre of Albany road opposite the northern boundary of Lot 438, Albany road, and proceeding easterly across Albany road and along the northern boundary of the said Lot 438 to and across the right-of-way between Albany road and Hubert street and through Lot 397, Hubert street, to the centre of Hubert street; thence southerly along the centre of Hubert street to a point opposite the northern boundary of Lot 353, Hubert street; thence easterly across Hubert street and along the northern boundary of the said Lot 353 to the centre of the right-of-way between Hubert and Swansea streets; thence northerly along the centre of the said right-of-way to a point opposite the northern boundary of Lot 311, Swansea street; thence easterly across the said right-of-way and along the northern boundary of the said Lot 311 to the centre of Swansea street; thence northerly along the centre of Swansea street to a point opposite the northern boundary of Lot 289, Swansea street; thence easterly across Swansea street and along the northern boundary of the said Lot 289 to the centre of the right-of-way between Swansea street and Shepperton road; thence southerly along the centre of the said right-of-way to a point opposite the northern boundary of Lot 235, Shepperton road; thence easterly across the said right-of-way and along the northern boundary of the said Lot 235 to the centre of Shepperton road; thence northerly along the centre of Shepperton road to a point opposite the centre of Lakeview street; thence easterly across Shepperton road and along the centre of Lakeview street to the centre of Carnarvon street; thence southerly along the centre of Carnarvon street to a point opposite the northern boundary of Lot 341, Carnarvon street; thence easterly across Carnarvon street and along the northern boundary of the said Lot 341 to and across the right-of-way between Carnarvon street and Beatty avenue and along the northern boundary of Lot 322, Beatty avenue, to the centre of Beatty avenue; thence southerly along the centre of Beatty avenue to a point opposite the southern boundary of Lot 325, Beatty avenue; thence westerly across Beatty avenue and along the southern boundary of the said Lot 325 to the centre of the right-of-way between Beatty avenue and Carnarvon street; thence southerly along the centre of the said right-of-way to a point opposite the northern boundary of Lot 331, Beatty avenue; thence easterly across the said right-of-way and along the northern boundary of the said Lot 331 to the centre of Beatty avenue; thence southerly along the centre of Beatty avenue to a point opposite the southern boundary of Lot 787, Beatty avenue; thence westerly across Beatty avenue and along

the southern boundary of the said Lot 787 to the centre of the right-of-way between Beatty avenue and Carnarvon street; thence southerly along the centre of the said right-of-way to a point opposite the southern boundary of Lot 763, Carnarvon street; thence westerly across the said right-of-way and along the southern boundary of the said Lot 763 to the centre of Carnarvon street; thence southerly along the centre of Carnarvon street to a point opposite the centre of Blair Athol street; thence westerly across Carnarvon street and along the centre of Blair Athol street to a point opposite the centre of the right-of-way between Carnarvon street and Maud street; thence northerly across Blair Athol street and along the centre of the said right-of-way to a point opposite the southern boundary of Lot 3, Maud street; thence westerly across the said right-of-way and along the southern boundary of the said Lot 3 to the centre of Maud street; thence southerly along the centre of Maud street to the centre of Blair Athol street; thence westerly along the centre of Blair Athol street to the centre of Gerard street; thence southerly along the centre of Gerard street to a point opposite the southern boundary of Lot 664, Gerard street; thence westerly across Gerard street and along the southern boundary of the said Lot 664 and the southern boundary of Lot 12, Shepperton road, to and across Shepperton road to the centre of Swansea street; thence southerly along the centre of Swansea street to the centre of Somerset street; thence westerly along the centre of Somerset street to the centre of Albany road; thence in a general northerly direction along the centre of Albany road to the point of commencement, as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6262.

Owners of property situated within the boundaries of the above area, with the exception of those coloured yellow, i.e., Lots 652, 653 and 9, Swansea street, are hereby notified that such properties are capable of being connected to the sewer, and must therefore connect their premises to the sewers within thirty days from date of service of prescribed notice, and are also notified that sewerage rates will in accordance with the by-laws be enforced from 1st June, 1939, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st June, 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 9th day of February, 1939, 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. 854/38.

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 Areas Nos. 45 and 41, Perth, within the boundaries of the City of Perth, as described hereinafter:—

Commencing at a point in the centre of Charles street opposite the southern boundary of Lot 209, Charles street, and proceeding north-westerly along the centre of Charles street to a point opposite the northern boundary of Lot 229, Charles street; thence north-easterly across Charles street and along the northern boundary of the said Lot 229 to the centre of the right-of-way between Charles and Walcott streets; thence north-westerly along the centre of the said right-of-way to the centre of Walcott street; thence south-easterly along the centre of Walcott street to the centre of Elma street; thence south-westerly along the centre of Elma street to the centre of Lawler street; thence north-westerly along the centre of Lawler street to a point opposite the southern boundary of Lot 277, Lawler street; thence south-westerly across Lawler street and along the southern boundary of the said Lot 277 to the centre of the right-of-way between Lawler and Charles streets; thence north-westerly along the centre of the said right-of-way to a point opposite the southern boundary of Lot 209, Charles street; thence south-westerly across the said right-of-way and along the southern boundary of the said Lot 209 to the point of commencement, as shown in pink on Plan M.W.S.S. & D.D., W.A., No. 6261.

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 thirty days from date of service of prescribed notice, and are also notified that sewerage rates will in accordance with the by-laws be enforced from 1st June, 1939, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st June, 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 9th day of February, 1939, at the Office of the Department, St. George's place, Perth.

GEO. H. LONG,
Under Secretary.

PUBLIC WORKS ACT, 1902-1933.

P.W. 1419/38; Ex. Co. 266.

LAND RESUMPTION.

South Yelbeni School.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Avon District—have, in pursuance of the written approval and consent of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 16th day of February, 1939, been set apart, taken or resumed for the purposes of the following public work, namely:—South Yelbeni School.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan P.W.D., W.A., 28849 (L.T.O. Diagram 11158), which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan, P.W.D., W.A., No. 28849.	Owner or Reputed Owner.	Description.	Quantity.
1	Walter Douglas Scott	portion of Avon Location 15531 (Certificate of Title Volume 1052, Folio 524)	a. r. p. 3 0 0

Certified correct this 3rd day of February, 1939.

H. MILLINGTON,
Minister for Works.

(Sgd.) JAMES MITCHELL,
Lieutenant-Governor in Executive Council.
Dated this 16th day of February, 1939.

RIGHTS IN WATER AND IRRIGATION ACT, 1914.

Waroona Irrigation District.

IRRIGATION works to be constructed for the Waroona Irrigation District, in accordance with the provisions of the Rights in Water and Irrigation Act, 1914:—

Description of Works.—Construction of a reservoir comprising storage basin and earth, fill dam across Samson Brook, etc., within the area bordered blue and as generally indicated on Plan P.W.D., W.A., 28866.

Times when and Places at which Plans, Description, Book of Reference and Estimates may be Inspected.—At the Office of the Minister for Water Supply, Sewerage, and Drainage, The Barracks, Perth, or at the Office of the Drakesbrook Road Board, for one month on and after the 17th day of February, 1939, between the hours of 10 a.m. and 3 p.m.

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

THE WATER BOARDS ACT, 1904.

Yarloop Water Board.

Notice of Proposal to Borrow Money.

IN compliance with the provisions of the Water Boards Act, 1904, notice is hereby given that the Yarloop Water Board proposes to borrow the sum of £700, for the purpose of financing the construction of works for the storage, distribution, and supply of water, which the Board has been duly authorised to construct, pursuant to the Order of His Excellency the Lieutenant-Governor as notified in the *Government Gazette* dated 10th February, 1939.

It is proposed to raise the said Loan by the issue of debentures redeemable twelve years after the issue thereof, bearing interest, payable half-yearly, at a rate of £4 5s. % per annum.

The principal and interest in respect of the Loan will be payable on the due dates at the Commonwealth Bank of Australia, Perth.

JACK LOWE,
Chairman.
W. R. ECKERSLEY,
Secretary.

THE WATER BOARDS ACT, 1904.

Water Rate in the Wagin Water Area for Year ending 31st October, 1939.

NOTICE is hereby given that the Rate Book for the year ending 31st October, 1939, of all lands in the Wagin Water Area now liable to be rated under the above-mentioned Act has been made up and is open for inspection by ratepayers.

By order of the Board,

C. W. CHELLEW,
Chairman.

Wagin, 6th February, 1939.

Notice of Rate in the Wagin Water Area.

Notice is hereby given that, under the powers conferred by the above-mentioned Act, the Wagin Water Board has ordered a rate of two shillings and eightpence in the pound for the Wagin Water District to be made and levied for the year ending 31st October, 1939, upon all rateable lands entered in the Rate Book, the making up of which is published in the *Government Gazette* of Friday, 17th February, 1939, and a local newspaper; that the minimum rate of the above-mentioned period for each separately assessed improved parcel of land the annual rate of which at two shillings and eightpence in the pound would not exceed ten shillings shall be ten shillings; that the minimum rate for the above-mentioned period for each separately assessed parcel of unoccupied and unimproved parcel of land the annual rate of which at two shillings and eightpence in the pound would not exceed seven shillings and sixpence shall be seven shillings and sixpence, and that a memorandum of such order has been duly entered in the Rate Book and signed.

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

By order of the Board,

C. W. CHELLEW,
Chairman.

THE CITY OF PERTH.

Pound-keeper Nos. 2 and 3 Pounds.

NOTICE is hereby given that, at the ordinary meeting of the Council of the City of Perth, held on the 13th day of February, 1939, William John White was appointed Pound-keeper of No. 2 Pound (situate on the north-western portion of Swan Location A1, Limekilns Estate) and No. 3 Pound (situate at the rear of the Margaret Kindergarten, Oxford street, Leederville), in lieu of Cecil Edward Ball, from that date until further notice, under the provisions of section 32 of the Cattle Trespass, Fencing, and Impounding Act, 1882.

15th February, 1939. W. E. BOLD,
Town Clerk.

CATTLE TRESPASS, FENCING, AND IMPOUNDING ACT, 1882.

IT is hereby notified, for general information, that Morgan Henry Lewis has been appointed Poundkeeper and Ranger for the Dundas Road District vice Leonard J. Marquand.

By Order Dundas Road Board,
W. G. KERR,
Secretary.

TRAFFIC ACT, 1919-1935.

IT is hereby notified that Morgan Henry Lewis has been appointed Traffic Inspector for the Dundas Road Board.

By Order Dundas Road Board,
W. G. KERR,
Secretary.

CA/S 3217 (3); R. 63/38.

WESTERN AUSTRALIAN GOVERNMENT RAILWAYS, TRAMWAYS, FERRIES, AND ELECTRICITY SUPPLY.

REPORT of the Commissioner of Railways for quarter ended December, 1938, as required under the Government Railways Act, 1904 (section 54); the Government Tramways Act, 1912 (section 18); the Government Ferries Act, 1932 (section 17); the Government Electric Works Act, 1914 (section 18):—

—	Railways.	Tramways.	Ferries.	Electricity Supply.
Gross Receipts	£ 995,960	£ 77,032	£ 2,138	£ 100,430
Expenditure...	754,602	70,118	2,094	76,588
	£181,298	£6,914	£44	£23,847
Capital Cost ...	£26,286,115	£1,104,572	£5,137	£1,263,945

(Sgd.) J. A. ELLIS,
Commissioner of Railways.

23rd January, 1939.

MINING ACT, 1904.

General Exemption.

680/23. Department of Mines,
Perth, 27th January, 1939.

IT is hereby notified that exemption from conditions of work, use, and occupation has been granted on all mining tenements situated in the vicinity of the Wilga Mining Centre for a period of twelve months from the 1st day of January, 1939, subject to cancellation at any time during such period by one month's notice being given.

A. H. TELFER,
Under Secretary for Mines.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
42/39	1939. Feb. 9	Colfix Emulsified Bitumen Products	19A, 1939	42,500 gals. of Asphaltic Bitumen Emulsion (Colfix), in bulk, F.O.R. Rail Tanks at your Siding, Subiaco; being portion of Item 1a	Main Roads ...	9½d. per gal.
..	do.	Shell Co. of Aust., Ltd.	..	42,500 gals. of Asphaltic Bitumen Emulsion (Terolas), in bulk, F.O.R. Rail Tanks at your Siding, North Fremantle; being portion of Item 1a	do. ...	9½d. per gal.
53/39	Feb. 10	McLean Bros. & Rigg, Ltd.	25A, 1939	2 lengths (one 1,950ft. and one 1,850ft.) Black Steel Wire Rope, 2½-in. cir., Acid quality; delivered into Department's Store	Metropolitan Water Supply	98s. 3d. per cwt.
60/39	do.	State Implement Works	30A, 1939	C.I. Penstocks and Breeches Pipe as follows:— Item 1—1 only Item 2—2 only Item 3—1 only	do. do.	for £12. £12 each. for £8.
1154/38	do.	F. H. McLean ...	1A, 1939	Purchase and Removal of Second-hand Ford Single-seater Car, as per Item 1, ex Kalgoorlie Abattoirs	Agricultural ...	for £22.
8/39	do.	James Hardie & Co. Pty., Ltd.	7A, 1939	Approx. 5,500 lin. ft. of 7½-in. ext. dia. Asbestos Cement Spigot and Socket Pipes, as per Item 1	Metropolitan Water Supply	2s. 10d. per foot.
1136/38	do.	P. J. Collins ...	507A, 1938	Firewood, Mulga, in 6ft. lengths, for State Battery, Mt. Ida, for period ending 31st December, 1939, as per Item 1 (b)	Mines ...	31s. per cord.
908/38	do.	Southern Cross Windmill and Engine Co., Ltd.	387A, 1938	1 only 8/9 H.P. S.C., Vertical, T.E. Diesel Engine, as per amended tender of 7th December, 1938, F.O.B. Fremantle	Public Works ...	for £105.
6/39	Feb. 14	G. Jenkinson, Ltd. ...	6A, 1939	Manufacture—Supply and Delivery of Steelwork for Fremantle Traffic Bridge, as per Item 1; delivered as follows:— 40ft. Span, within 6 weeks 70ft. .. (North), within 18 weeks 56ft. .. (Centre), within 20 weeks 70ft. .. (South), within 25 weeks	Main Roads ...	for £8,877.

Additions to Contracts.

Tender Board No.	Date.	Contractor.	Particulars.
P.W.W.S. 742/35	1939. Feb. 10	Measurement, Ltd. ...	45 only ½in. Water Meters, Type NS, under Item 1 of Schedule 19A, 1938, at 65s. each, F.O.R. Perth.
..	do.	Dobbie Dico Meter Co., Ltd.	45 only ½in. Water Meters, "Dobbie Dico," under Item 1 of Schedule 19A, 1938, at 65s. each, F.O.R. Perth.
P.W.W.S. 888/33	do.	Measurement, Ltd. ...	50 only ½in. Water Meters, Type NS, under Item 1 of Schedule 19A, 1938, at 65s. each, F.O.R. Perth.
..	do.	Dobbie Dico Meter Co., Ltd.	50 only Water Meters, ½in., "Dobbie Dico," under Item 1 of Schedule 19A, 1938, at 65s. each, F.O.R. Perth.

Transfer of Contract.

Tender Board No.	Date.	From.	To.	Particulars.
888/38	1939. Feb. 2	L. A. Montefiore & Co.	Aqua Proofing Co., Ltd.	Contract for Oilskins for Railway Department, Items 1 to 4, inclusive, of Schedule 373A, 1938.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1939.			1939.
Feb. 9 ...	41A, 1939 ...	Steam Sterilisers, during the period ending 31st October, 1939 ...	Feb. 23
Feb. 16 ...	44A, 1939 ...	Making and Trimming of Uniforms for Claremont Mental Hospital ...	Feb. 23
Feb. 16 ...	46A, 1939 ...	Identification Plates for Bicycles, 2,000 only ...	Feb. 23
Feb. 16 ...	47A, 1939 ...	Double Toggle Swinging Jaw Crusher, 15in. x 9in. or 16in. x 9½in. ...	Feb. 23
Feb. 16 ...	48A, 1939 ...	M.S. Standards, Rails and Dowels, for King Edward Memorial Hospital...	Feb. 23
Feb. 16 ...	49A, 1939 ...	Cupboards for King Edward Memorial Hospital ...	Feb. 23
Feb. 16 ...	51A and 52A, 1939	Cast Iron Pipes, 7in. ext. dia., or Asbestos Cement Pipes, 7½in. ext. dia., 10,000 lin. ft. ...	Feb. 23
Feb. 16 ...	50A, 1939 ...	Tea for Government Institutions, Hospitals, etc., and for Native Rations, during a period of 6 months ...	Mar. 2
Feb. 13 ...	43A, 1939 ...	Wagon Axle Oil, 20,000 gals. ...	Mar. 9
Feb. 2 ...	34A, 1939 ...	Pumping Machinery, comprising Motor and 6in. diameter Centrifugal Pump in duplicate, complete with Switchgear, Spare Impeller, etc. ...	Mar. 16
Feb. 13 ...	114 ...	Drapery, etc., during the year 1939-40 ...	Mar. 23
For Sale by Tender.			
Feb. 16 ...	45A, 1939 ...	Double-ended Dinghy, as it now lies at Mandurah, where inspection can be made on application to the Inspector of Fisheries ...	Feb. 23

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

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

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

No tender necessarily accepted.

Dated the 9th day of February, 1939.

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

APPOINTMENTS

(under section 5 of Registration of Deaths and Marriages Amendment Act, 1907 and section 2 of the Registration of Births, Deaths, and Marriages Act Amendment Act, 1914).

Registrar General's Office,
Perth, 15th February, 1939.

IT is hereby notified, for general information, that Mr. Norman Neil Houston has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the East Murchison Registry District, to reside at Wiluna, during the absence on leave

of Mr. S. C. Bruce; appointment to date from 10th February, 1939.

R.G. No. 27/36.

IT is hereby notified, for general information, that Mr. Bernard Murchison Rogers has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Murchison Registry District, to reside at Meekatharra, during the absence of Mr. N. N. Houston; appointment to date from 9th February, 1939.

S. BENNETT,
Registrar General.

Registrar General's Office,
Perth, 15th February, 1939.

IT is hereby published, for general information, that the undermentioned Minister has been duly registered in this office for the celebration of Marriages throughout the State of Western Australia:—

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
	1939.	<i>Methodist Church.</i>		
20/1937	Feb. 9	The Rev. Arthur Reginald Wilbrey ...	Namup ...	Blackwood

S. BENNETT,
Registrar General.

LOST CASH ORDERS (FERTILISER SUBSIDIES).

Agricultural Bank,
Perth, 14th February, 1939.

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

C.O. No. 96345; value £3; Sales, V. R.; 1/11/38; Perth.

C.O. No. 2635; value £5 15s.; Brignoli, R.; 13/9/38; Perth.

C.O. No. 96006; value 5s.; Cook, C. H. G.; 3/10/38; Perth.

C.O. No. 945531; value £6; Somers, C. D., Mrs.; 10/10/38; Perth.

C. ABEY,
General Manager.

VERMIN ACT, 1919.

(Section 33.)

Dalwallinu Vermin Board.

IT is hereby notified, for general information, that Edward Smith has been appointed Assistant Vermin Inspector for the Dalwallinu Vermin District, under section 33 of the Vermin Act, 1919.

1st February, 1939.

JOHN SYME,
Chairman.

THIS Agreement, made pursuant to the provisions of Part IXA. of the Industrial Arbitration Act, 1912-1935, of Western Australia, this 5th day of December, 1938, between the Civil Service Association of Western Australia (Incorporated) (hereinafter called the Association), of the one part, and the Commissioners of the Agricultural Bank of Western Australia (hereinafter called the Commissioners), of the other part, witnesseth as follows:—

1.—Area and Scope.

This Agreement shall apply to all permanent officers employed by the Commissioners under the Agricultural Bank Act, 1934.

2.—Interpretations.

In this Agreement the following expressions shall, unless the contrary intention appears, have the meaning hereby respectively applied to them, namely:—

“1936 reclassification” means the classification issued by the Commissioners to date from the 1st January, 1936.

“Grade” means the grades of salary as detailed in clause 3 of the Agreement between the same parties hereto.

“Classified salary” means the grade on which an officer is being paid, plus Higher Duty Allowance (clause 11) and/or Married Man's Allowance.

“Salary” means the grade on which an officer is being paid.

“The Metropolitan Area” shall be taken to include all places within a radius of 12 miles from the Perth Railway Station.

3.—Overtime.

(a) Any work which from its character or from special circumstances cannot be performed during the officer's usual working hours shall be regarded as overtime work, for which extra payment shall be made or time off granted at the rate specified in clause (g) hereof.

(b) Before any overtime is sanctioned the General Manager shall satisfy the Commissioners that overtime is necessary, and no overtime work for which payment or time off at the rate specified herein may be claimed shall be commenced without the Commissioners' previous consent in writing, except in cases of emergency, when the facts shall be allowed for. A full record of all overtime worked shall be kept in the attendance book and entered up daily.

(c) Whenever it is possible to do so, time off on the basis specified herein for the period worked shall be recommended by the General Manager in lieu of overtime payment. In the event of time off not being granted for overtime worked within 30 days of its performance, payment shall be made forthwith, unless the officer elects in writing to make such overtime allowance cumulative to his annual leave.

(d) Except as provided for in subclause (c) hereof, the right to payment for overtime shall be determined by the Commissioners on the recommendation of the General Manager. Overtime as provided for in subclause (g) shall apply only to officers whose salary does not exceed £438 per annum. Officers whose salary exceeds £438 per annum but does not exceed £699 per annum shall be allowed equivalent time off, such time off to be cumulative to annual leave.

(e) Officers not working under close supervision, or those whose hours of duty are not definitely determined, shall not be entitled to claim overtime as provided for in subclause (g) hereof.

(f) No claim for payment or time off shall be allowed for a period of less than one hour or for less than a quarter of an hour after the first hour.

(g) When overtime is paid for it shall be at the rate ascertained by applying the following formula:—

For week days:—

$$\frac{\text{Annual classified salary}}{313} \times \frac{1}{7} \times \frac{5}{4}$$

For Saturdays, Sundays, and/or public holidays:—

$$\frac{\text{Annual classified salary}}{313} \times \frac{1}{7} \times \frac{2}{1}$$

Annual Classified Salary shall be calculated at the amount received as at the date of commencement of overtime.

(h) When time off is allowed for instead of payment as herein provided, the same formula shall apply, except as is prescribed in clause (d) hereof in respect of officers whose salaries exceed £438 per annum.

(i) A break of at least 30 minutes must be made for meals between 12 noon and 2 p.m., when overtime is worked on a Saturday, Sunday, or public holiday, and between 5.6 p.m. and 7 p.m. on any day on which overtime is performed. Such breaks shall not be recognised as overtime.

4.—Tea Money.

If time off in lieu of overtime is given, officers who may be required by the General Manager to attend after the ordinary office hours to bring up arrears of work may be allowed 2s. for tea money; provided they work up to 6.36 p.m., and on Saturdays, Sundays, and holidays, luncheon allowance of 2s. may be paid, provided the officers work up to 1.30 p.m.

Where overtime is paid, tea money shall not be paid.

5.—Travelling.

(a) The following shall be the scale of allowances payable to officers when travelling:—

- (i) between their head-quarters within the Metropolitan Area and a place outside the Metropolitan Area; or
- (ii) between their head-quarters outside the Metropolitan Area and a place within the Metropolitan Area; or
- (iii) between their head-quarters outside the Metropolitan Area and a place outside the Metropolitan Area:—

Up to first 10 days in one place, officers with a classified salary at the time travelling begins, of—

£666 and over—18s. per day.

£402 to £630—15s. per day.

£390 and under—14s. per day.

After 10 days in one place—

£666 and over—14s. 6d. per day.

£630 and under—12s. per day.

(b) In the case of officers in charge of field work, and those whose travelling involves the use of both camp and hotel accommodation, a reduction of 20 per cent. shall, unless otherwise approved by the Commissioners, be made in the above scale.

(c) The daily rate shall represent in equal portions the expenses for three meals and a bed. For the purpose of computing expenses, in the case of arrival at or departure from the town in which the officer's head-quarters are located, breakfast shall be allowed for if the arrival is later or departure earlier than 8 a.m., lunch if arrival is later or departure earlier than 1 p.m., dinner if arrival is later or departure earlier than 6 p.m., and bed if arrival is later than 11 p.m.

(d) When a sleeping berth is provided the bed allowance will not apply, except when a bed has been paid for elsewhere for a portion of the night and a certificate is made to that effect.

(e) When an officer stays at any Government institution for which a charge is not made, one-fourth deduction will be made from the above allowances for each item of expense mentioned in subclause (c) not incurred in any day.

(f) Reasonable incidental expenses, such as tram and bus fares, and, where these are non-existent, motor fare may be paid: provided, in the opinion of the General Manager, the distance warrants it.

(g) If on account of lack of suitable regular transport facilities any officer necessarily engages lodging for the night prior to commencing travelling in order to travel by an early morning train, he shall be paid the allowance for such lodging in addition to the other allowances authorised by this Agreement. All travelling allowances shall be in addition to the cost of conveyance, except when there is a commuted allowance embracing travelling allowance, as provided for in subclause (m) hereof.

(h) Officers stationed in the Metropolitan Area who are relieving in or temporarily transferred to any place within that area shall not be allowed for meals, but officers travelling within the Metropolitan Area on journeys necessitating the purchase of one or more meals are entitled to be paid 2s. for each meal required to be purchased: provided the travelling is not within the suburb in which they reside:

Provided that no allowance may be claimed for journeys within a radius of five miles of the Perth Railway station unless otherwise approved by the General Manager.

(i) First-class railway and steamer fares shall be allowed to all officers when travelling on departmental business.

(j) When officers travel by steamer or other vessel or by railway between Perth and Adelaide, in which the fare paid includes subsistence, an allowance equal to 15 per cent. of the passage money, calculated on single fare, shall be paid in lieu of the ordinary travelling allowances.

(k) Officers stationed in Western Australia travelling beyond the limits of the State shall, except when at sea or by railway between Perth and Adelaide, receive an allowance at the rate of 25s. per diem; the computation of the allowance to be on the basis laid down in subclause (c), unless it can be shown to the satisfaction of the Commissioners that this amount is insufficient to meet their reasonable out-of-pocket expenses, for which receipts must be produced.

(l) No certifying officer shall pass for payment to any officer travelling allowance exceeding 14 days in any one month, until the indorsement of the General Manager has been obtained.

(m) In all cases where commuted allowances in respect of travelling and conveyance are in operation at the date of the coming into force of this Agreement they shall continue.

(n) Subclauses (e) to (i) under clause (6) shall also apply to this clause.

6.—Transferred and Relieving Officers.

(a) When an officer is transferred, allowances under clause 5, subclause (a), may, with the approval of the General Manager, be paid in addition to the district allowances, if any, for a period of 10 days after arrival at the new locality, which shall then be considered the officer's headquarters, and thereafter he shall be paid the district allowance only. Should an officer's claim be refused by the General Manager he may appeal to the Commissioners, who shall determine the merits of the claim.

(b) For the purpose of this clause, the headquarters of an officer engaged on more than one work shall be considered to be the place in which the principal work is located as defined by the General Manager, and while at such headquarters the officer shall not be entitled to any travelling allowance.

(c) When an officer is relieving another or is on special work away from his usual head-quarters, and in consequence has in addition to his own maintenance to maintain an establishment elsewhere, an allowance at the rate of 6s. per diem, if married or 3s. per diem, if single, shall be granted by the General Manager, provided that, if the period exceeds six weeks, the approval of the Commissioners shall be obtained to the continuance of such allowance; this allowance to commence from the expiration of the period during which the allowance under subclause (a) is paid.

An officer who cannot claim to maintain an establishment elsewhere but who is put to expense which otherwise it would not be necessary for him to incur, shall, on satisfactory proof to the Commissioners, be granted an allowance to reimburse such expenses in a sum per day not exceeding the above amount.

(d) Where it is considered advisable to do so, an officer's head-quarters may be changed to a new locality, in which case the allowance under subclause (a) may be granted for a period up to 10 days. In cases where the officer is put to expense on return to his former head-quarters the allowance may also be paid up to 10 days.

(e) Officers shall travel by railway or State steamship, unless otherwise directed by the General Manager.

(f) Whenever an officer does not travel by railway or State steamship as per subclause (e), he shall be repaid the actual cost of the necessary and most economical means of conveyance, upon furnishing receipts for such payment. Receipts shall not be required for any amounts under five shillings, but in lieu thereof a certificate on the account form must be made as follows:—"I certify that the sum of..... has been actually expended by me on service of the Commissioners."

(g) No officer shall engage other vehicles when there are public conveyances available when required.

(h) When circumstances necessitate the hire of a motor car or other special means of transit, a special report shall accompany the account.

(i) Unless specially authorised by the General Manager, taxi fares will not be allowed when the distance can be traversed by the ordinary modes of conveyance by rail, tram, motor, or omnibus.

7.—Allowance for Vehicles, etc., owned by Officers.

(a) The Commissioners may authorise a commuted allowance for the keep or hire of horses, traps, motors, bicycles, or any other conveyance belonging to officers.

(b) Officers who are required to maintain a motor car or motor cycle for travelling on official business, and who are not in receipt of a commuted allowance in which the whole or portion of the cost of locomotion is included, shall, for journeys approved by the Commissioners, be paid a mileage allowance to cover all expenses in connection with the car or motor cycle, in accordance with the table hereunder:—

	Mileage travelled each Year on Official Business.			
	Up to 5,000 Miles.		Over 5,000 Miles.	
	Metro-politan and Sub-urban Area.*	Country.	Metro-politan and Sub-urban Area.*	Country.
	Per Mile.	Per Mile.	Per Mile.	Per Mile.
Motor car (over 12 h.p.)	d. 5	d. 6	d. 3	d. 4
Motor car (not exceeding 12 h.p.) ...	4	5	2	3
Motor cycle (with side-car, where authorised) ...	3½	4	2	2½
Motor cycle ...	2½	3	1½	2

* Metropolitan and Suburban Area, for the purpose of this subclause, includes all places within a radius of 12 miles from the Perth railway station.

(c) The Commissioners may increase the rates prescribed by this subclause in any case in which they are satisfied that the rates are inadequate.

8.—District Allowance.

(a) District allowance at the rate shown in subclause (f) shall be paid to officers located in the towns specified or in the localities adjacent thereto.

(b) District allowance may be paid in addition to ordinary travelling allowance.

(c) A single man, on satisfactory proof being supplied that he is the main support of those related to him, and who reside in the State may, on the certificate of the Commissioners, for the purpose of this allowance, be considered a married man.

(d) Officers provided with board and lodgings at Government expense shall not draw the full amount of district allowance but such proportion thereof as may be agreed to by the Commissioners.

(e) When an officer is on leave of absence or for other temporary reasons is not required to live in the district for which he is entitled to draw district allowance, he shall not draw such allowance, except in the case of annual leave or in the case of long service leave or other leave, except leave without pay, when the family or dependants of an officer remain in the district. In cases where an officer leaves his district on duty the district allowance shall cease after the expiration of two weeks, unless otherwise approved by the Commissioners.

(f) Scale of district allowances which may be paid to married officers in the localities specified:—

- £30 per annum: Hopetoun, Ravensthorpe.
- £20 per annum: Bullfinch, Marvel Loch, Salmon Gums, Westonia.
- £10 per annum: Circle Valley, Esperance, Grass Patch, Red Lake, Southern Cross.

The rate of district allowance which may be paid to a single officer shall be one-half of that paid to a married officer.

9.—Removal Allowance.

(a) Officers who are transferred from one locality to another solely at their own request, or by exchange (except as provided for in the next subclause), must bear the whole cost of their removal. When transferred on account of misconduct, the cost must be borne by officers in fault, unless otherwise determined by the Commissioners prior to removal.

(b) When an officer is transferred:—

- (i) in the public interest;
- (ii) in the ordinary course of promotion and transfer;
- (iii) on account of illness due to causes over which the officer has no control,

the actual reasonable cost of conveyance of such officer, as well as that of his wife and children dependent on him, and furniture subject to the limitations defined in subclause (c), will be paid by the Commissioners, or, in the case of unmarried officers, an application for a similar concession may be considered by the Commissioners, on the recommendation of the General Manager.

(c) The maximum amounts for conveyance of furniture shall be as under:—

- (i) Officers whose salaries are under £185 per annum, £25;
- (ii) Officers with salaries of £185 and under £390 per annum, £35;
- (iii) Officers with salaries of £390 and under £582 per annum, £40;
- (iv.) Officers whose salaries are £582 per annum and over, £50.

(d) In providing for cost of conveyance, only necessary household furniture and effects shall be taken into consideration.

(e) Furniture, where practicable, shall be removed by railway.

(f) Before removal is undertaken, the officer shall, where practicable, obtain offers from at least two carriers, and submit same to the General Manager, who may authorise the acceptance of the more suitable, provided that the maximum amount above-stated is not exceeded.

(g) Vouchers must be produced for all sums paid.

(h) The Commissioners may, in lieu of cost of conveyance, authorise payment of an amount not exceeding the maximum prescribed for removal expenses, to compensate for loss in any case where an officer, with the approval of the Commissioners, disposes of his furniture and effects, instead of removing them to his new headquarters. This payment will be made only when the cost of removing the effects of an officer would be greater than the maximum amount allowed under this clause.

10.—Travelling Time.

Officers who in the course of their duty are called upon to travel after their usual office hours may, on special occasions and at the discretion of the Commissioners, be granted time off in respect of such time spent in travelling.

11.—Higher Duties Allowance.

(a) An officer performing the work of another officer, or performing the work of an office other than his own office during a vacancy therein, shall be granted higher duties allowance on the following basis:—

- (i) When acting in a position for a period of one calendar month or longer the minimum value of which exceeds his own salary, the minimum value of such position for the whole time he is acting;
- (ii) When acting in a position for a period of one calendar month or longer the minimum value of which does not exceed his own salary, at the rate he would be receiving had he been permanently appointed to the higher position, for the whole time he is acting.

Provided that every officer prior to 1st July, 1939, acting in a higher classified office for a period of one month or longer shall receive an allowance equivalent

to one grade, unless the granting of such grade as an allowance would increase his salary beyond that to which he would be entitled were he permanently appointed to the position.

(b) An allowance granted under this clause shall not be payable to an officer whilst on leave extending over a period of fourteen days.

(c) An officer paid an allowance under this clause shall, after acting for twelve months in the higher position, be granted an increased allowance equivalent to one higher grade.

(d) For the purpose of this clause the 1936 reclassification shall operate up to and including 30th June, 1939.

(e) All allowances granted under this clause shall be reviewed and adjusted as on 1st July, 1939.

12.—Dirty Work.

A special allowance shall be paid to officers when engaged in moving or sorting old books or documents, or any other work which in the opinion of the General Manager could be classed as dirty, such allowance to be assessed by the Commissioners.

13.—Accountancy Degrees.

Officers in the Clerical Division, classified in the salary range £60-£270, or its equivalent, who subsequent to their appointment pass the final examination in accountancy of a recognised Institute of Accountants, may be paid, on the approval of the Commissioners, a cash allowance of £12.

14.—University Degrees.

Officers in the Clerical Division with a maximum classification not greater than £306, who subsequent to their appointment to the Bank's service and after the date of this Agreement obtain the degree of Bachelor of Arts, or the Diploma of Commerce, at the University of Western Australia, may be paid, on the approval of the Commissioners, a cash allowance of £12.

15.—Married Men's Allowance.

An officer who is a married man, or who is the support of those related to him, on the approval of the Commissioners, shall be entitled to an allowance equivalent to the next higher grade of salary than the salary according to age, with a maximum of £270.

16.—Term of Agreement.

This Agreement shall commence on the 1st November, 1938, and shall expire on the 28th January, 1942.

Provided that either party to this Agreement may, after the 1st July, 1939, negotiate with the other party to amend or add to this Agreement, and if both parties agree, such Agreement may be amended by a supplementary Agreement, which shall be concurrent with this Agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

The Common Seal of the Commissioners of the Agricultural Bank of Western Australia was hereto affixed by the secretary (I.S.) in the presence of Stephen Bede Donovan, a member of the Commissioners, pursuant to a resolution passed at a meeting of the Commissioners this 9th day of December, 1938.

S. B. DONOVAN,
Commissioner.

R. W. Brownlie,
Secretary.

The Common Seal of the Civil Service Association of Western Australia (Incorporated) hereto affixed in the presence of:

(I.S.) F. McADAM,
Trustee.

F. C. WALKER,
Trustee.

THOS. G. HEYDON,
General Secretary.

THIS Agreement made pursuant to the provisions of Part IXA. of the Industrial Arbitration Act, 1912-1935, of Western Australia, this 5th day of December, 1938, between the Civil Service Association of Western Australia (Incorporated) (hereinafter called the Association), of the one part, and the Commissioners of the Agricultural Bank of Western Australia (hereinafter called the Commissioners), of the other part, witnesseth as follows:—

1.—Area and Scope.

This Agreement shall apply to all permanent officers employed by the Commissioners under the Agricultural Bank Act, 1934, whose salaries are less than £700 per annum.

The Award of the Court of Arbitration No. 21 of 1936 (automatic range) shall apply to those officers employed by the Commissioners whose salaries come within the scope of that Award, and it is hereby agreed that any adjustments made to the salary range known as the automatic range by the Court of Arbitration during the period of this Agreement shall also apply to officers in the employ of the Commissioners whose salaries come within that range.

The conditions set out hereunder shall apply to all officers employed by the Commissioners whose salaries are less than £700 per annum and who are not subject to the Award of the Court of Arbitration No. 21 of 1936 (automatic range).

2.—Interpretations.

(a) In this Agreement the following expression shall, unless the contrary intention appears, have the meaning hereby applied to it, namely:—

“1936 Classification” means the Classification issued by the Commissioners to date from 1st January, 1936, and the subsequent amendment in respect of the grades applying to the salaries of field inspectors.

(b) As regards the classes defined in clauses 3, 4, and 8 respectively of this Agreement, the fundamental basis or principle upon which the classes are defined under this Agreement, either alone or in relation to other classes, and the placing correctly in the classes so defined of the various offices for which officers are employed by the Commissioners, shall be determined in accordance with the nature and responsibility of the duties of the office.

Those offices carrying the least onerous and least responsible duties shall be classified in the class carrying the lowest rate of salary fixed under the relevant clause of this Agreement, while the office which, in comparison with other offices to which the classes under the said relevant clause relate, carries the most onerous and most responsible duties shall be classified in that class for which the highest rate of salary is fixed by the said clause, and the other offices to which the classes under the said relevant clause relate shall, consistently with the placing of offices in the lowest and highest classes as aforesaid, be placed in the various other classes intervening between the said lowest and highest classes set out in the said relevant clause, according as the nature and responsibility of the duties of such office vary in comparison with other offices to which the said classes relate.

3.—Scale of Classes and Grades therein.

Clerical and General Division.

Class.	Intermediate Grade.		Maximum.
	Minimum.	Grade.	
Class 10	£ 279	..	£ 288
9	294	..	306
8	318	..	330
7	342	354	366
6	378	390	402
5	414	..	438
4	462	..	486
3	510	534	558
2	582	606	630
1	666	..	699

The above classes and grades to apply generally, but the Commissioners reserve to themselves the right to extend the classification of Branch Managers and Branch Accountants over two classes.

Provided that any officer who at the time of appointment to class 10 was in receipt of an allowance of £10 per annum, as provided for in clause 2 of Award of Arbitration Court No. 21 of 1936, shall not be paid

less than £280 per annum, and shall proceed to the maximum of the class under the provisions of clause 11 hereof.

4.—Field Staff—Inspectors.

Special Class and Grades.

Minimum	..	£270.
Intermediate	£282	
	294	
	306	
	318	
	330	
	342	
Maximum	..	£354.

5.—Grades.

Clerical and General Division.

The following grades shall apply:—

£279	£288	£294	£306	£318	£330
342	354	366	378	390	402
414	438	462	486	510	534
558	582	606	630	666	699

6.—Salaries of Junior Officers.

(a) Males (Junior Clerks):—

Age on Appointment:—	Salary at age of:—					
	15	16	17	18	19	20
15 years.....	£ 55	£ 70	£ 90	£ 110	£ 140	£ 165
16 years.....	70	90	110	140	165	
17 years.....	70	90	110	140	140	
18 years.....		70	90	140		
19 years.....			90	140		
20 years.....				140		

Notwithstanding the above scale, candidates whose ages exceed 16 years may be appointed at any salary fixed by the Commissioners within the limits of the above scale, but not less than age basis.

After attaining the age of nineteen (19) and before reaching twenty-three (23) all junior male officers will be required to pass a promotional examination as prescribed in the “Staff Terms and Conditions of Service and General Instructions.”

(b) Females (Junior Typists and Machinists):—

Age on Appointment:—	Salary at age of:—					
	15	16	17	18	19	20
15 years.....	£ 55	£ 65	£ 85	£ 100	£ 110	£ 125
16 years.....	65	85	100	110	125	
17 years.....	65	85	100	110	110	
18 years.....		65	85	110		
19 years.....			85	110		
20 years.....				110		

Notwithstanding the above scale, candidates whose ages exceed 16 years may be appointed at any salary fixed by the Commissioners within the limits of the above scale, but not less than age basis.

After attaining the age of nineteen (19) and before reaching twenty-three (23), all junior typists and machinists will be required to pass a promotional examination as prescribed in the “Staff Terms and Conditions of Service and General Instructions.” Subject to passing such required examination and reaching the age of twenty-one (21) years, and on appointment to a position carrying a classification higher than the junior range, officers will, subject to such “Staff Terms and Conditions of Service and General Instructions,” be paid a salary according to age at date of appointment to such senior position.

7.—Salaries of Adult Female Officers.

Automatic Range Class.

Clerks, Typists, and Machinists:—	Annual Salary.
Age on promotion from Junior Class.	£
21 years of age, or first year of service	140
22 years of age, or second year of service	150
23 years of age, or third year of service	160
24 years of age, or fourth year of service	170
25 years of age, or fifth year of service	180
26 years of age, or sixth year of service	190

Provided that—

(a) a typist will not advance beyond £180 per annum until she has passed an examination in shorthand-writing at the rate of 120 words and typewriting at the rate of 50 words per minute respectively;

(b) a machinist will not advance beyond £180 per annum until she has passed an examination in book-keeping and the operation of ledger posting machines.

Officers appointed under the "Staff Terms and Conditions of Service and General Instructions" shall be at a minimum salary, subject to the above conditions of service, based on years of service, and not on age.

8.—Scale of Classes—Female Officers Classified Above Automatic Range.

Class.	Minimum.	Intermedi- ate Grade.	Maximum.
	£	£	£
Class 3 ..	200	...	210
2 ..	220	230	245
1 ..	260	...	270

Classes beyond £270 shall be those set out in clause 3 of this Agreement.

9.—Progression from Minimum to Maximum of Class.

Subject to the receipt by the Commissioners of a report from the General Manager regarding the good conduct, diligence, and efficiency of the officers as provided for by the "Staff Terms and Conditions of Service and General Instructions," officers shall proceed from the minimum to the maximum of the class by annual increments in the manner provided for in clause 10 of this Agreement, except where the Commissioners have fixed a limit within a class or classes under the "Staff Terms and Conditions of Service and General Instructions."

10.—Special Provisions to Cover Interval Between Old and New Classifications.

To enable a transition from existing classes under the 1936 Classification, which overlap, to classes provided under clause 3 of this Agreement, and which obviate overlapping, it is agreed:—

(a) If an officer is placed in a class under clause 3 of this Agreement the maximum salary of which is less than the maximum salary of his 1936 Classification, and such officer is drawing the maximum salary under his 1936 Classification, he shall continue to draw such higher salary until the 30th June, 1938, provided that—

- (i) if not promoted by that date he shall be reduced to the maximum of his new class;
- (ii) should an officer appeal to the Commissioners against the placing of his position in a class the maximum salary of which is lower than the maximum salary prescribed for his position under the 1936 Classification, and the Commissioners decide that his position is placed in the correct class, then he shall be paid the lower salary rate from the date of the Commissioners' decision, but, in any case, not later than the 30th June, 1938. In the event of the Commissioners' upholding the appeal, he shall be paid salary increases under the following subclauses, whichever is applicable:

(b) If an officer has in the 1936 Classification a position the maximum salary of which is identical to the maximum salary of the class in which he is placed under clause 3 of this Agreement, he shall proceed to the maximum of such new class in accordance with the annual incremental scale provided in the 1936 Classification until the minimum of such new class is reached, and then by increments according to the grades in such new class.

(c) If an officer is classified under the 1936 Classification with a maximum salary one grade lower than the maximum salary of the class in which he is placed under clause 3 of this Agreement, his salary increments shall be:—

- (i) If in receipt of the maximum salary of his 1936 Classification on the 28th January, 1937, he shall advance to the maximum salary of his new class on the 1st January, 1938.
- (ii) If the salary of an officer on the 28th January, 1937, is below the maximum of his 1936 Classification, he shall proceed to the maximum of his new class in accordance with the provisions of subclause (d) of this clause.

(d) If an officer is classified under the 1936 Classification with a maximum salary two or more grades lower than the maximum salary in the class in which he is placed under clause 3 of this Agreement, he shall proceed to the maximum of such new class in accordance with

the annual incremental scale provided in the 1936 Classification until the minimum of such new class is reached, and then by the grades set out in such new class.

(e) Every officer shall be paid at least the minimum of his new class on or before the 1st July, 1939, and shall thereafter receive annual increments in accordance with the grades in his new class.

(f) All appointments or promotions made after 27th January, 1937, and before the 1st July, 1939, shall be in accordance with the classification scale prescribed in the 1936 Classification, and in such cases officers shall proceed to the maximum of their classes in accordance with the annual incremental scale provided in the 1936 Classification until they reach the minimum of their new class, when they will proceed by increments corresponding to the grades in such classes. The provision under subclause (e) of this clause shall also apply.

11.—Basic Wage.

The salary rates contained herein shall be subject to adjustment, in accordance with the basic wage declarations made by the Court of Arbitration, in the following manner:—

(a) Adult male officers:—

The nearest multiple of five pounds (£5) to the result obtained by multiplying the State weekly basic wage by fifty-two and one-sixth ($52 \frac{1}{6}$ th).

Basic wage in the Metropolitan Area as at the 1st day of January, 1936, £3 10s. 6d. (deemed to be equivalent to £185 per annum for purposes of this Agreement).

(b) Adult female officers:—

Seventy-five per centum of the adult male rate calculated to the nearest £1.

(c) Officers under 21 years of age:—

Pro rata with the adult male minimum of £185 per annum.

(d) Officers located in an area for which an independent basic wage has been declared higher than the Metropolitan basic wage shall be paid the difference between such basic wage rates as an allowance.

12.—Settlement of Disputes by Reference to Arbitration.

In the event of any officer of the Bank being denied a right of appeal to the Public Service Appeal Board under the Public Service Appeal Board Act, 1920-1937, in respect of any decision of the Commissioners of the Bank relating to the classification of such officer as affecting the rate of salary payable to him, on the ground that the said Public Service Appeal Board has no jurisdiction to hear any such appeal, the said Bank officer may, by writing to the Commissioners of the Bank, request that the matter in dispute concerning which the officer is aggrieved shall be determined by reference to arbitration, and in such case the following provisions shall apply:—

(a) The Commissioners of the Bank shall request the President and members of the Court of Arbitration to select as they may deem fit not less than three persons and not more than five persons, who are willing to act, to be the arbitrators, but so that when the Chairman of the Public Service Appeal Board for the time being is willing to act, he shall be one of the arbitrators to be selected by the President and members of the Court of Arbitration as aforesaid and shall be so selected as the chairman of such arbitrators.

(b) If the President and members of the Court of Arbitration are unable or unwilling to select persons, who are willing to act as arbitrators as aforesaid, then, subject to a mutual agreement between the Bank officer concerned and the Commissioners of the Bank, the matter in dispute between them shall be referred to arbitration under and in accordance with the provisions of the Arbitration Act, 1895, and any Acts amending the same.

(c) If the President and members of the Court of Arbitration are able and willing to select arbitrators as aforesaid, but the Chairman of the Public Service Appeal Board is unable or un-

willing to act as one of such arbitrators, then, subject to a mutual agreement between the Bank officer concerned and the Commissioners of the Bank, the President and members of the Court of Arbitration shall be at liberty to select any person, other than the Chairman of the Public Service Appeal Board, who is willing to act, to be one of the arbitrators and the chairman thereof, instead of the Chairman of the Public Service Appeal Board.

- (d) The arbitrators selected and determining any matter referred to them under the provisions of this clause shall have all the powers of arbitrators under the provisions of the Arbitration Act, 1895, and any Acts amending the same, and the provisions of the said Acts shall, as far as may be, apply in relation to the proceedings of the arbitrators.
- (e) The decision of the arbitrators shall be final and conclusive and binding upon the parties to the reference and shall be given effect to, according to the tenor thereof.

13.—Term of Agreement.

This Agreement shall be for a term of five (5) years commencing from 28th January, 1937.

Provided that either party to this Agreement may negotiate with the other party to amend or add to this Agreement, and, if both parties agree, such Agreement may be amended by a supplementary Agreement, which shall be concurrent with this Agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

The Common Seal of the Commissioners of the Agricultural Bank of Western Australia was hereto affixed by the Secretary in the presence of Stephen Bede Donovan, a member of the Commissioners, pursuant to a resolution passed at a meeting of the Commissioners this 9th day of December, 1938. [L.S.]

R. W. Brownlie, Secretary.

S. B. DONOVAN,
Commissioner.

The Common Seal of the Civil Service Association of Western Australia (Incorporated) was hereunto affixed in the presence of—
F. McADAM, Trustee.
F. C. WALKER, Trustee.
THOS. G. HEYDON, General Secretary. [L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 23 of 1938.

Between Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers, Applicant, and Lake View and Star, Limited, Boulder Perseverance, Limited, Great Boulder Proprietary Gold Mines, Limited, Wiluna Gold Mines, Limited, Big Bell Mines, Limited, Yellowdine Gold Development, Limited, Riverina Gold Mines, Limited, Norseman Gold Mines, N.L., Youanmi Gold Mine, Limited, Hill 50 Gold Mine, N.L., Sons of Gwalia, Limited, South Kalbarri Consolidated, Limited, Edna May (W.A.) Amalgamated Gold Mine, N.L., Lancefield (W.A.) Gold Mine, N.L., Triton Gold Mine, N.L., Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective rep-

resentatives and requested the Court to make the said agreement an Award of the Court; now, therefore, the Court, pursuant to section 63 of the Act and all other powers therein enabling it, hereby declares the memorandum hereunder-written to have the same effect as and be deemed an Award of the Court:—

Memorandum of Agreement.

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

1.—Term.

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

2.—Area.

This Award shall operate in the Gold Mining Industry over the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North East Coolgardie, Mount Margaret, East Murchison, Murchison, Yalgoo, Peak Hill and Gascoyne Goldfields, and the area outside those goldfields in Western Australia within the 24th and 26th parallels of latitude.

3.—Wages.

- (a) Basic wage at the rate of £4 15s. 2d. per week.
- (b) Industry allowance at the rate of twelve shillings (12s.) per week, subject to automatic increases or reductions, as follows:—
 - (i) The standard price of gold per ounce in Australian currency to the nearest half sovereign as ascertained from a return supplied by the Perth Branch of the Royal Mint, averaged for the quarter ending September, 1934, namely, eight pounds ten shillings (£8 10s.) shall be taken as the norm, and equivalent to an industry allowance of two shillings (2s.) per shift or twelve shillings (12s.) per week.
 - (ii) For each increase or decrease of ten shillings (10s.) per ounce, the said allowance shall increase or decrease, as the case may be, by the sum of fourpence (4d.) per shift or two shillings (2s.) per week.
 - (iii) All calculations for this allowance shall be made on the average price per calendar quarter, and the allowance shall remain stationary as then determined until the next quarter's figures are available. The price per ounce for the purpose of this calculation shall be the nearest £ or half-£.
 - (iv) Any dispute as to the amount of allowance under these provisions shall be determined by the Registrar of the Court upon figures supplied by the Perth Branch of the Royal Mint compiled similarly to the table elsewhere appearing in the judgment accompanying this Award.
 - (v) Any variation in rates of pay made pursuant to the provisions hereof shall take effect as from the pay day following the fifteenth (15th) day of the calendar month following the quarter for which the calculations are made.

	Margin.	Industry Allowance per week.	Total Wage
	£ s. d.	s. d.	£ s. d.
(c) Occupation—Carpenter	1 10 0	12 0	6 17 2
Percentage of Basic Wage and Industry Allowance.			
(d) Apprentices wages:—			
First six months .. .. .	.. .. .	20	
Second six months .. .. .	.. .. .	25	
Second year .. .. .	.. .. .	30	
Third year .. .. .	.. .. .	45	
Fourth year .. .. .	.. .. .	65	
Fifth year .. .. .	.. .. .	85	

(e) In addition to the above, an allowance of three-pence (3d.) per day shall be paid as tool allowance to a carpenter and twopence (2d.) per day to apprentices in their last three (3) years.

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

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

(h) Wet and dusty places:—In dustbins or places where the atmosphere is similarly dustladen, or where water is continuously dripping so that the clothing or feet become wet, one shilling (1s.) per day or shift, or fraction of one shilling (1s.), in proportion to the time worked in such place, shall be paid in addition to the rates prescribed in subclause (e).

4.—District Allowances.

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

5.—Hours.

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

(b) Lunch interval shall not exceed one hour.

(c) Workers working underground shall work the hours provided in the Award (Nos. 2 and 6 of 1934), as amended by Order No. 134 and 409 of 1936) for underground workers made between the Australian Workers' Union, Westralian Goldfields Mining Branch, Industrial Union of Workers and another (applicants) and The Lake View and Star, Limited, and others (respondents).

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

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

6.—Overtime.

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

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

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

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

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

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

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

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

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

7.—Holidays.

(a) Each worker shall be entitled to twelve (12) days' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer: Provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause: Provided further, that by agreement between the employer and the worker, leave may be allowed to accumulate for two (2) years.

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

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

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

(e) Any worker who has taken part in a strike (including a slow strike) or a general or sectional stoppage of work unauthorised by the employer, during the period of service in respect of which the above-mentioned annual holidays are granted, shall forfeit one day of such annual holidays for every day or part of a day during which he takes part in a strike, or in such unauthorised stoppage of work, including a stoppage because of a fatal accident in the mine, except in the case of those workers working in the same shift and the same level as the deceased who desire to attend the funeral and so notify the employer.

8.—Weekly Hiring.

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

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

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

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

9.—Payment for Sickness.

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

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

10.—Shifts.

Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and a quarter.

11.—Payment of Wages.

Pay day shall be in accordance with section 55 of the Mines Regulation Act. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work, or, within one hour of the opening of the office, if such office was closed at the time of his ceasing work, whenever same is practicable.

12.—Record Book.

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

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

13.—Representative Interviewing Workers.

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

14.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work than that prescribed by the Award heretofore in force, shall not by reason of this Award suffer any reduction in the amount by which such higher rate of pay exceeded the amount formerly prescribed; such excess amount shall not be affected by this Award.

15.—Provision of Appliances.

The employer shall provide the following tools when they are required on the job:—Dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, hack saws, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons and spanners from three-quarters of an inch upwards. The employer shall provide on all jobs suitable sanitary conveniences and boiling water ready for meal times, where it is necessary.

16.—Under-rate Workers.

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

the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

17.—Piecework.

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

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

18.—Tool Lock Up.

A secure and weather proof place shall be provided by the employer where the carpenters' tools may be locked up apart from the employer's plant or material.

19.—Grinding Time.

Employers shall provide grindstones. Workers shall be allowed to maintain their tools in proper working condition in working hours.

When a worker who has been employed for six (6) consecutive working days is discharged, he shall be allowed two (2) hours for grinding tools or two (2) hours' pay in lieu thereof.

20.—Definitions.

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

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

21.—University Students.

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

22.—Apprentices.

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

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

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

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

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

(f) Apprentices shall be allowed to the following:—Carpentry.

23.—Board of Reference.

(a) The Court appoints, for the purposes of the Award, a Board of Reference for each mine. Each Board shall consist of a chairman who shall be a per-

son selected by the representatives of the parties, if such may be agreed upon, or, failing such agreement, The Warden or Resident Magistrate, if agreeable and willing to act, and, if not, a Government Inspector of Mines and two (2) other representatives, one to be the manager of the mine in which the difference or dispute arises, or his nominee, representing the employer, and the other a representative of the Union appointed for such purpose by the Union, which may at any time by notification to the employer and the Registrar change such representative.

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

- (i) Deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board.
- (ii) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them.
- (iii) Deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon.
- (iv) Deciding any other matter that the Court may refer to such Board from time to time.
- (v) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act, 1912-1935, which for this purpose are embodied in and form part of this Award. (Regulation 92.)
- (vi) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

(c) The term "manager" includes the person acting as such for the time being.

Schedule I.

District Allowances.

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

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

(ii) Notwithstanding anything herein contained, the following allowances shall be paid in the districts or mines mentioned hereunder:—

	Per Week.
	s. d.
Ora Banda and Waverley Districts	7 0
Yalgoo District	7 0
Meekatharra, Mt. Magnet and Cue Districts ..	8 6
Wiluna District	10 0
Youanmi District	10 0
Cox's Find Gold Mine and King of Creation Gold Mine	9 0
Corduroy Gold Mine and mines within ten (10) miles radius therefrom	12 0
Lallah Rooke Gold Mine, Halley's Comet Gold Mine, and Prophecy Gold Mine, and mines within ten (10) miles radius therefrom ..	15 0

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

With regard to the Big Bell Gold Mine, the Triton Gold Mine and Cox's Find Gold Mine, the sum of one shilling and sixpence (1s. 6d.) per week may be deducted from the district allowance which would otherwise be paid.

(iii) In the case of any mine or district within the area to which this Award applied, which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application. The service of such notice shall be made pursuant to the provisions relating thereto prescribed by the Regulations under the Industrial Arbitration Act, 1912-1935.

Schedule II.

Apprenticeship.

Definitions.

1. (1) "Act" means the Industrial Arbitration Act, 1912-1935, and any alteration or amendment thereof for the time being in force.
- (2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these Regulations apply, and includes an apprentice on probation.
- (3) "Award" includes Industrial Agreement.
- (4) "Court" means the Court of Arbitration.
- (5) "Employer" includes any firm, company, or corporation.
- (6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.
- (7) "Registrar" means the Registrar of the Court.

Employment—Probation.

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

3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

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

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into

operation of these Regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

- (a) the names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.

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

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.

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

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

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

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

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

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

Extension of Term.

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

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

Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given, or in the case of illness of the apprentice the proof whereof lies on him. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lost Time.

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

- (a) payment for such sickness shall not exceed a total of one month in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer;
- (c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

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

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

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

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

Part-time Employment.

40. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the Industrial Award for the trade, calling, or industry. If the Court grants the application holidays will be reduced pro rata.

Miscellaneous.

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

- (a) a record of all apprentices and probationers placed with employers;

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

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

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

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

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

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

FORMS.

Form A.

To the Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School.

(Reg. 28 (b).)

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

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

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

Registrar.

Form E.

Final Certificate.

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

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

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement. (Recommended.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Other conditions.

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

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

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

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

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

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

Registrar.

I certify pursuant to section 63 of the Industrial Arbitration Act, 1912-1935, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 22nd day of December, 1938.

(Sgd.) WALTER DWYER, President.

Filed at my office this 22nd day of December, 1938.

(Sgd.) FRANK WALSH, Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 10 of 1936.

Between The West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's Industrial Union of Workers (Perth), Applicants, and William Adams & Company, Limited, Aherns, Limited, Anzac Club, City of Perth, W.A. Window Cleaning and Vacuum Cleaner Company, Church of England, Presbyterian Church, and others as per Schedule attached hereto, Respondents.

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

Memorandum of Agreement.

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

This Award shall be divided into Sections lettered A, B, C, D, and E, as hereinafter appears. The clauses numbered 1 to 26 inclusive are applicable to all sections of the Award (except where expressly excluded).

1.—Term.

This Award shall come into operation as from the date hereof and shall remain in force for three (3) years, subject to the right of any party to the Award to apply to the Court for a review of any of the provisions of this Award in accordance with the Industrial Arbitration Act, 1912-1935.

2.—Overtime.

All overtime worked except in relation to Sundays and holidays, for which provision is made elsewhere in this Award, shall be paid for at the rate of time and one half for the first four (4) hours and double time thereafter. Watchmen or Watchmen-cleaners shall be paid at overtime rates for any work performed beyond one hundred and twelve (112) hours or ninety-six (96) hours respectively in any fortnight.

3.—Time and Wages Record.

(a) The employer shall keep or cause to be kept a time book or time sheets showing the following particulars:—

- (1) The name of each worker to whom this Award applies.
- (2) The nature of the work performed by him.
- (3) The starting and finishing times each day and the total number of hours worked each day and each week.
- (4) The age and date of birth of each junior worker (where provision is made for the employment of junior workers).

Such time book or time sheets with all entries thereon shall, on demand, be produced for inspection by the secretary-treasurer of the Union or by any person duly authorised by the Union, at all reasonable times,

(b) The employer shall also keep or cause to be kept a wages record in which shall be entered the following particulars:—

- (1) The name of each worker to whom this Award applies.
- (2) The wages (and overtime if any) paid to each worker.

Such wages record with all entries thereon shall, on demand, during ordinary office hours, be produced for inspection by the secretary-treasurer of the Union or by any other person duly authorised by the Union.

(c) Time book or time sheets shall be initialed daily by the worker if correct, and the wages record shall be signed by the worker once weekly, only if correct.

(d) Any system of automatic recording by means of machines shall be deemed a compliance with this clause to the extent of the information recorded.

4.—Posting Award.

A copy of this Award shall be placed by the employer in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection, the Board of Reference shall decide where the said copy of the Award shall be placed.

5.—Notices.

The accredited Union representative shall not be prevented from posting a copy of this Award or any notice of the Union in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection, the Board of Reference shall decide where the said copy of the Award or the said notices shall be posted.

6.—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.

(b) 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.

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

(d) In the event of the 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.

7.—Contract of Service.

(a) The contract of service of all workers, other than casual workers, shall be a weekly one terminable by one (1) week's notice on either side. Provided that the employer may at any time dismiss a worker for insubordination, dishonesty or drunkenness, and the worker shall be paid all wages due to him up to the time of dismissal within two (2) hours of such dismissal.

(b) The engagement of a casual worker may be terminated at any time provided that wages due to such worker shall be paid immediately upon the termination of the engagement.

8.—No Reduction.

Nothing contained in this Award shall entitle an employer to reduce the wage of any worker who at the date of this Award is being paid a higher rate of wage than the minimum prescribed for his or her class of work.

9.—Appliances and Materials.

All appliances and materials required in connection with the performance of the worker's duties shall be supplied to such worker by the employer without charge.

10.—Dressing Room.

Suitable provisions shall be made by the employer on the premises for workers to change their clothing. Should any dispute arise as to the suitability of the accommodation so provided, the matter shall be determined by the Board of Reference.

11.—Place for Partaking of Meals.

Workers shall be permitted to eat their meals in a convenient and clean place protected from the weather, and each such worker shall leave such place in a thoroughly clean condition after use.

12.—Boiling Water.

Where practicable, facilities for boiling water shall be provided by the employer.

13.—Payment of Wages.

All workers (other than casual workers) shall be paid once weekly.

14.—No Discrimination Against Unionists.

In the employment of persons under this Award, no discrimination shall be exercised against members of the West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's

Industrial Union of Workers, Perth: Provided that where a worker other than a member of the Union is engaged such worker (not being a casual hand) shall within fourteen (14) days of engagement make application for membership of the Union, and, if accepted, shall complete such application.

15.—Board of Reference.

The Court appoints for the purposes of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties.

There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award the functions of:—

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

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

16.—Meal Hours.

(a) One (1) hour shall be given and taken for any meal.

(b) Such meal hour shall be given and taken between 12 noon and 2.15 p.m. provided that this clause shall not apply to watchmen or watchmen-cleaners whose crib time shall be taken in the employer's time. Provided further that by agreement in writing between the employer and the Union, the foregoing times may be varied.

17.—Washing Articles.

Where a worker is required to wash articles in his or her own time, the following amounts shall be paid:—

	s. d.
Towels (per dozen)	1 6
Dusters (per dozen)	1 0

18.—Definitions.

(a) "Caretaker" shall mean a worker required to reside on or in the vicinity of the premises of his employer and who shall do such work as his employer may direct not exceeding forty-eight (48) hours in any one (1) week.

The term "work" shall not include time spent by a caretaker sleeping or resting or otherwise being on the employer's premises other than for the purpose of carrying out such duties as cleaning and/or supervising cleaning and/or maintaining the premises of his employer in a clean condition. Provided that no caretaker shall be called upon to do any cleaning work except at overtime rates, outside eight (8) hours on any one of the five days of the week excluding Sundays, and outside four hours on the day on which the half holiday is observed. Provided further that the employer shall grant a caretaker the privilege of reasonable times off; such times shall be as mutually agreed upon between the employer and the caretaker; failing such agreement the matter shall be determined by the Board of Reference. The provisions of this Award relating to the employment of caretakers shall not operate or be so construed as to require the discharge of any person employed as a caretaker on the date of this Award. This definition is not applicable to sections (A) and (D).

(b) "Caretaker's quarters" in existing premises shall mean not less than two (2) rooms, with an aggregate floor space of not less than two hundred and twenty-eight (228) square feet, but in the case of premises which may be erected after the date of this Award, the term shall mean not less than three (3) rooms—two (2) rooms each with not less than one hundred and forty-four (144) feet of floor space and one room with one hundred (100) feet of floor space, to be erected in conformity with existing local building by-laws. Caretakers' quarters in all cases must be reasonably suitable for human habitation, both in themselves and in their immediate surroundings. Should any dis-

pute arise as to the suitability of such quarters, the matter shall be referred to the Board of Reference for decision. This definition is not applicable to sections (A) and (D).

(c) "Cleaner" shall mean a male or female worker substantially performing cleaning work (other than window cleaning) or employed in bringing into or maintaining the premises of his employer in a clean condition: Provided that window cleaning may be performed by a male cleaner, who shall be permitted to use a ladder not more than ten (10) feet long resting on the ground. This definition is not applicable to section (D).

(d) "Lift attendant" shall mean a male person employed in any mechanical contrivance running in a vertical shaft or well, within or attached to any building worked by any power other than hand, which comprises a cage or platform and is used for the purpose of raising or lowering persons or goods. Provided that this shall not apply to any cage, enclosure or platform erected on any mine used solely for mining purposes. This is not applicable to sections (D) and (E).

(e) (i) "Casual hand, male" shall mean a male worker who is employed for a period of six (6) days or less or who is regularly employed and who does not perform more than 12 hours' work in any one (1) week. Provided further, that by agreement in writing between the employer and the Union the 12 hours herein mentioned may be increased.

(ii) Casual hands, male, shall be paid 10 per cent. in addition to the ordinary rate of wage prescribed elsewhere in this Award which shall be calculated on an hourly basis, with a minimum engagement as for two (2) hours to be worked in a continuous shift, except in the case of watchmen or watchmen-cleaners, where the minimum daily engagement shall be as for four (4) hours, which shall also be worked in a continuous shift.

(f) "Casual hand, female" shall mean a worker intermittently employed for a period of less than twelve (12) hours in any one week with a minimum engagement of not less than two (2) hours daily to be worked in a continuous shift. This definition is not applicable to section (D).

(g) "Part-time hand" (female) shall mean a worker who is employed for less than twenty-five (25) hours but not less than twelve (12) hours in any one week. A part-time hand (female) who is required in the performance of her work to travel from her home to her employer's premises more than once per day shall be deemed to be a full-time hand and shall be paid accordingly. This definition is not applicable to section (D).

(h) "Full time hand" (female) shall mean a worker who is employed for less than forty-four (44) hours, but not less than twenty-five (25) hours in any one week. This definition is not applicable to section (D).

(i) "Weekly hand" (female) shall mean a worker who is employed for not less than forty-four (44) hours in any one week. This definition is not applicable to section (D).

19.—Higher Duties.

Any worker called upon to perform work carrying a higher minimum than his regular pay for two (2) hours in any day shall be paid such higher minimum for the whole of that day, provided that acting time less than two (2) hours in any one shift shall not be counted.

20.—Holidays.

(a) The following days, or the days observed in lieu shall be observed as holidays and all workers other than watchmen and casual workers shall be paid for such days, namely:—New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day, and Boxing Day.

(b) All workers, including casual workers, but excluding watchmen, performing work on any of the days mentioned in subclause (a) of this clause, or on Sundays, shall be paid at the rate of double time, with a minimum payment as for four (4) hours. Provided that the minimum payment as for four (4) hours herein mentioned may be reduced in special circumstances by agreement in writing between the employer and the Union.

(c) For the purpose of subclause (b) of this clause, double time shall mean twice the prescribed rate of wage.

This clause is not applicable to section (E).

21.—Travelling Time.

(a) Where a worker is required outside his usual working hours by the employer to work at a place other than the usual place of employment, the employer shall pay the worker any reasonable travelling expenses incurred, and any excess time occupied beyond the time usually taken by the worker to reach his usual place of employment.

(b) Where a worker is required, during his usual working hours, by his employer, to work outside his usual place of employment, the employer shall pay the worker any reasonable travelling expenses incurred.

This Clause is not applicable to section (D).

22.—Hours.

(a) Caretakers.—Forty-eight (48) hours shall constitute a week's work.

(b) Watchmen (Oil Stores):—Fifty-six (56) hours shall constitute a week's work. This provision shall be deemed to have been complied with if the ordinary working hours do not exceed one hundred and twelve (112) hours per fortnight.

(c) Watchmen (Others):—Fifty-six (56) hours shall constitute a week's work. This provision shall be deemed to have been complied with if the ordinary working hours do not exceed one hundred and twelve (112) hours per fortnight.

(d) Watchmen-Cleaners:—Forty-eight (48) hours shall constitute a week's work. This provision shall be deemed to have been complied with if the ordinary working hours do not exceed ninety-six (96) hours per fortnight.

(e) Cleaners:—(i) Forty-four (44) hours shall constitute a week's work.

(ii) Such work shall be performed between the hours of 6 a.m. and 7 p.m. on five (5) days in the week excluding Sundays, and between 6 a.m. and 12 o'clock noon on the day upon which the weekly half holiday is observed.

(iii) Not more than eight (8) hours work shall be performed on any of the five (5) days referred to in sub-clause (ii) of this Clause, and not more than four (4) hours work shall be performed on the day upon which the weekly half holiday occurs.

(iv) The starting and finishing times prescribed in this Clause may be altered in exceptional circumstances by agreement in writing between the employer and the Union, or failing such agreement, by the Board of Reference.

(f) Attendants:—Males: Forty-eight (48) hours shall constitute a week's work to be worked between the hours of 8.20 a.m. and 6 p.m. on five (5) days of the week excluding Sundays and between 8.20 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed.

23.—Meal Money.

(a) Where overtime in excess of one (1) hour is worked, workers other than watchmen and watchmen-cleaners shall be provided with a suitable meal or shall be paid the sum of one shilling and sixpence (1s. 6d.) in lieu thereof.

(b) Meal money shall only be payable to a worker who, after having completed his ordinary shift, is called upon to continue working beyond one (1) hour after his usual finishing time.

24.—Cleaning Lavatories.

Any worker who is required to clean lavatories shall be paid 6d. per closet extra with a maximum of 3s. per week. (Three (3) urinals to constitute one (1) closet.) Provided that this clause shall only apply where lavatories are open to the general public. This clause is not applicable to sections (c) and (d).

25.—Aged and Infirm Workers.

Any worker who by reason of old age and/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 employer and the Union.

26.—General.

(a) A worker dismissed for misconduct or who illegally severs his or her contract of service, shall lose all rights under the Holiday and Annual Leave clauses.

(b) Holiday pay shall not accrue during a worker's absence from his or her employment for any cause whatsoever.

(c) Any worker, other than a caretaker, placed by his employer in charge of other workers, shall be paid the sum of five shillings (5s.) per week in addition to the prescribed rate of wage.

(d) A maximum amount of seventeen shillings (17s.) per week may be deducted from the amount of wages of a caretaker for the value of rent, light and firewood supplied by the employer. In assessing the value of rent, special consideration shall be given to those caretakers who are required to occupy rooms within the building of which they are caretakers. The value of the accommodation supplied by the employer shall be as agreed upon by the employer and the Union. In the event of their being unable to agree upon such value, the matter shall be referred to the Board of Reference.

Section "A."

Applicable to:—

- (i) Wholesale Warehouses.
- (ii) Retail Shops.
- (iii) Factories.

27.—Scope.

The clauses in this section of the Award shall apply only to watchmen, watchmen-cleaners, cleaners, lift attendants, and attendants employed in any of the undertakings or industries mentioned in the Schedule of Undertakings and Industries and representative employers hereunto annexed and marked Schedule "A."

28.—Area.

This section of the Award shall operate over all that portion of the State of Western Australia south of latitude 22.

29.—Annual Leave.

(a) All workers, excepting watchmen and casual workers, shall be given one (1) week's annual leave of absence on full pay after the expiration of each twelve (12) months' service.

(b) Watchmen shall be given three (3) week's annual leave of absence on full pay after the expiration of each twelve months' service.

(c) Where the engagement of any worker is terminated prior to the completion of twelve (12) months' service such worker shall be paid holiday pay in proportion as the length of service bears to the full year's employment.

(d) Annual leave shall be given to and taken by the worker within three (3) months of becoming due.

30.—Emergency.

A night worker shall only be permitted to leave his employer's premises in the case of the serious illness of himself, wife or children, provided that this clause shall only apply after he has made contact with his employer or one of his employer's executives, who shall authorise such absence.

31.—Definitions.

(a) "Watchman-Cleaner" shall mean a worker performing cleaning work or employed in bringing into and maintaining the premises of his employer in a clean condition and/or watching the premises of his employer.

(b) "Watchman" shall mean a male worker watching and/or guarding and/or patrolling the buildings and/or premises of his employer. Work other than specified in this sub-clause may be performed by a watchman, by agreement in writing between the employer and the Union.

(c) "Attendant" shall mean a worker substantially employed in directing and/or escorting customers. The term shall include female workers performing work in connection with ladies' and/or staff retiring and/or rest rooms and/or staff lunch rooms.

(d) "Premises" shall include all buildings utilised or required by the employer in connection with the conduct of his business.

32.—Hours.

(a) Attendants:—(i) Males: Forty-eight (48) hours shall constitute a week's work to be worked between the hours of 8.20 a.m. and 6 p.m. on five (5) days in the

week excluding Sundays, and between 8.20 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed.

The starting and finishing times herein prescribed may be varied in exceptional circumstances by agreement in writing between the employer and the Union, or failing agreement, by the Board of Reference.

(i) Females:—Forty-four (44) hours shall constitute a week's work to be worked between the hours of 7.30 a.m. and 6 p.m. on five (5) days in the week, excluding Sundays, and between 7.30 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed.

(iii) Not more than eight (8) hours' work shall be performed on any of the five (5) days referred to in sub-clause (ii) of this Clause, and not more than four (4) hours' work shall be performed on the day upon which the weekly half holiday is observed.

(b) Lift Attendants:—(i) Passenger Lifts: Forty-five and one half (45½) hours shall constitute a week's work to be worked between the hours of 8.45 a.m. and 6 p.m. on five (5) days in the week excluding Sundays, and between 8.45 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed.

(ii) Other Lifts:—Forty-eight (48) hours shall constitute a week's work to be worked between the hours of 7.20 a.m. and 6 p.m. on five (5) days in the week excluding Sundays, and between 7.20 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed. Provided that no day's work shall exceed a spread of nine (9) hours forty (40) minutes on the five (5) days mentioned in this sub-clause and four (4) hours forty (40) minutes on the day upon which the weekly half holiday is observed.

33.—Step Ladders.

No female worker shall be allowed to use a step ladder.

34.—Rubber Boots and Oilskins.

One (1) pair of rubber boots and one (1) oilskin coat shall be kept on the employer's premises where outside hosing is required to be done.

35.—Wages.

(a) Basic wage (per week)—

	Within a 15 mile radius from the G.P.O., Perth.			Outside a 15 mile radius from the G.P.O., Perth, but within the South-West Land Division.			Rest of State south of Latitude 22.		
	£	s.	d.	£	s.	d.	£	s.	d.
Adult males	4	1	1	4	2	2	4	15	2
Adult females	2	3	9	2	4	4	2	11	5

(b) Adults—

	Margin per week.		
	£	s.	d.
Watchmen (oil stores)	1	2	1
Watchmen (other)	0	18	11
Watchmen/cleaners	0	18	11
Cleaners (male)	0	13	1
Lift attendants (passenger)	0	7	10
Lift attendants (goods)	0	10	4
Attendants (male)	0	5	2
Attendants (female)	0	11	8
Cleaners (female), weekly hand	0	11	8
Cleaners (female), full time hand (+ 44)	1	13	6
Cleaners (female), part time hand (+ 44)	2	5	0
Cleaners (female), casual hand (+ 44)	3	8	2

Section "B."

Applicable to Public Buildings (as defined in Clause 40).

36.—Scope.

The clauses in this section of the Award shall apply only to caretakers, cleaners, watchmen, lift attendants and attendants employed by any of the employers specified in the Schedule hereunto annexed and marked Schedule "B."

37.—Area.

This section of the Award shall operate over all that portion of the State of Western Australia south of latitude 22.

38.—Annual Leave.

(a) All workers, excepting watchmen, part-time hands-cleaners (female), and casual hands-cleaners (female) shall be given two (2) weeks' annual leave on full pay after the expiration of each twelve (12) months' service.

(b) Part-time hands-cleaners (female) shall be given one (1) week's annual leave on full pay after the expiration of each twelve (12) months' service.

(c) Watchmen shall be given three (3) weeks' annual leave of absence on full pay after the expiration of each twelve (12) months' service.

(d) Where the engagement of any worker is terminated prior to the completion of twelve (12) months' service, such worker shall be paid holiday pay in proportion as the length of service bears to the full year's employment.

(e) Annual leave shall be given to and taken by the worker within six (6) months of becoming due, provided that when a worker is entitled to holidays under this clause he shall receive at least two (2) weeks' notice from his employer of the date that it will be convenient to the employer that such worker shall take his holidays.

39.—Emergency.

A watchman shall only be permitted to leave his employer's premises in the case of the serious illness of himself, wife or children. Provided that this clause shall only apply after he has made contact with his employer (or one of his employer's executives) who shall authorise such absence.

40.—Definitions.

(a) The term "Public buildings" shall mean:—

- (1) Buildings occupied wholly or in part as offices by the owner of such building or which are wholly or in part let as offices to any tenant conducting any type of business not already provided for in any other Section of this Award.
- (2) Buildings owned by or let wholly or in part to any social, industrial or political club or organisation or service.
- (3) Buildings owned by or wholly or in part let to any lodge, friendly society or other similar body.
- (4) Halls let for entertainments, dances and other social functions (other than those owned by any local governing body or any theatre or any church).
- (5) Arcades, roof gardens.

(b) "Watchman" shall mean a worker employed watching and/or guarding, and/or patrolling one (1) or more buildings and/or other premises where such buildings or premises are owned by his employer or by some other person.

(c) (i) "Attendant" shall mean a worker who has the care of an arcade and/or entrance hall of a public building or similar place and shall include workers carrying out the duties of directing and/or escorting clients, customers or other persons in such places. The term shall include workers performing work in connection with ladies and/or staff retiring rooms and/or rest rooms and/or staff lunch rooms.

(ii) Junior female workers may be employed as tea attendants and/or to do any washing up and cleaning up in the staff retiring rooms.

41.—Hours.

(a) "Lift Attendants"—Forty-four (44) hours shall constitute a week's work to be worked between the hours of 8 a.m. and 6 p.m. on five (5) days in the week excluding Sundays and between 8 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed.

(b) "Attendants"—Forty-four (44) hours shall constitute a week's work to be worked between the hours of 8.30 a.m. and 6 p.m. on five (5) days in the week excluding Sundays, and between 8.30 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed. By agreement in writing between the employer and the Union these starting and finishing times may be varied.

42.—Step Ladders.

No female cleaner shall be permitted to ascend to a greater height from the floor or ground than three (3) feet to do any cleaning. The employer shall provide a suitable appliance for this purpose.

43.—Cleaning Lavatories.

Any worker other than a caretaker who is required to clean lavatories shall be paid 6d. per closet extra with a maximum of three shillings (3s.) per week. Three (3) urinals to constitute one (1) closet. Provided that this clause shall only apply where lavatories are open to the general public.

44.—Rubber Boots and Overalls.

Where the employer deems it necessary for the work, rubber boots shall be supplied by the employer in the following cases:—

- (i) Where a worker is required to use a hose on any place above the floor surface on which he is working;
- (ii) To wash with a hose any place for thirty (30) minutes or more continuously on any day.

Where a worker is required by the employer to work in the rain, suitable protective clothing shall be provided free by the employer.

In the event of any dispute as to the necessity of supplying such rubber boots, the matter shall be referred to the Board of Reference provided by clause (15) hereof.

45.—Outside Cleaning.

No female cleaner shall be permitted to do outside cleaning of windows except when standing on the ground or balcony or verandah.

46.—Wages.

	Within a 15-mile radius from the G.P.O., Perth.		Outside a 15-mile radius from the G.P.O., Perth, but within the South-West Land Division.		Rest of State south of Latitude 22.	
	£	s. d.	£	s. d.	£	s. d.
(a) Basic wage:						
Males ..	4	1 1	4	2 2	4	15 2
Females ..	2	3 9	2	4 4	2	11 5
	Margin					
	per week.					
(b) Adults:	£	s.	d.			
Caretakers		1	9	5		
Cleaners (male)		0	6	10		
Watchmen		0	18	11		
Lift attendants		0	3	8		
Attendants (male)		0	6	10		
Attendants (female)		0	10	8		
Cleaners (female) weekly hand ..		0	10	8		
Cleaners (female) full-time hand						
(+ 44)		1	13	6		
Cleaners (female) part-time hand						
(+ 44)		2	5	0		
Cleaners (female) casual hand (+ 44)		3	8	2		
(c) Junior workers (tea, etc., attendants):	% of Female Basic Wage.					
15 to 16 years of age	34					
16 to 17 years of age	41					
17 to 18 years of age	54					
18 to 19 years of age	65					
19 to 20 years of age	82					
20 to 21 years of age	Margin 4s. 7d.					

Section "C."

Applicable to Local Governing Bodies (as defined in Clause 50).

47.—Scope.

The clauses in this section of the Award shall apply only to caretakers, cleaners, lift attendants and attendants employed by any local governing body whose revenue exceeds £5,000 per annum.

48.—Area.

This section of the Award shall be limited in its operation to that area comprised within a radius of twenty (20) miles from the G.P.O., Perth, and to that

area controlled by the Municipality of Kalgoorlie, the Municipality of Boulder and the Kalgoorlie Roads Board.

49.—Annual Leave.

(a) All workers other than part-time hands—cleaners (female) and casual hands—cleaners (female) shall be given two (2) weeks' annual leave on full pay after the expiration of each twelve (12) months' service.

(b) Part-time hands—Cleaners (female)—shall be given one (1) week's annual leave on full pay after the expiration of each twelve (12) months' service.

(c) Where the engagement of any worker is terminated prior to the completion of twelve (12) months' service, such worker shall be paid holiday pay in proportion as the length of service bears to the full year's employment.

(d) Annual leave shall be given to and taken by the worker within six (6) months of becoming due, provided that when a worker is entitled to holidays under this clause he shall receive at least two (2) weeks' notice from his employer of the date that it will be convenient to the employer that such worker shall take his holidays.

50.—Definitions.

(a) The term "Local governing body" shall mean and include all municipalities, roads boards, local boards of health, vermin boards, water boards, sanitary boards and drainage boards, whose revenue exceed £5,000 per annum.

(b) "Revenue" shall, except as provided hereunder be deemed to mean the revenue received by the local governing body from all sources, including moneys received from the Main Roads Board for the maintenance and upkeep of roads.

Moneys received by way of loan or trust and moneys received from the realisation of real estate and other assets of a capital nature shall not be deemed to be revenue within the meaning of this Award.

Revenue received from electric light undertakings or any other trading concern or public utility shall be deemed to be only the net profit on such undertakings or works after providing for all expenses.

(c)(i) "Attendant" shall mean a worker who has the care of an arcade and/or entrance hall of a public building or similar place and shall include workers carrying out the duties of directing and/or escorting clients, customers or other persons in such places. The term shall include workers performing work in connection with ladies and/or staff retiring rooms and/or rest rooms and/or staff lunch rooms.

(ii) Junior female workers may be employed as tea attendants and/or to do any washing up and cleaning up in the staff retiring rooms.

51.—Hours.

(a) "Lift attendants":—Forty-four (44) hours shall constitute a week's work to be worked between the hours of 8 a.m. and 6 p.m. on five (5) days in the week, excluding Sundays, and between 8 a.m. and 1 p.m. on the day upon which the half-holiday is observed.

(b) "Attendants":—Forty-four (44) hours shall constitute a week's work to be worked between the hours of 8.30 a.m. and 6 p.m. on five (5) days in the week excluding Sundays, and between 8.30 a.m. and 1 p.m. on the day upon which the half-holiday is observed. By agreement in writing between the employer and the union the starting and finishing times may be varied.

52. Step Ladders.

No female cleaner shall be permitted to ascend to a greater height from the floor or ground than three (3) feet to do any cleaning. The employer shall provide a suitable appliance for this purpose.

53.—Rubber Boots and Overalls.

Where the employer deems it necessary for the work, rubber boots shall be supplied by the employer in the following cases:—

- (i) Where a worker is required to use a hose on any place above the floor surface on which he is working.
- (ii) To wash with a hose any place for thirty (30) minutes or more continuously on any day.

Where a worker is required by the employer to work in the rain, suitable protective clothing shall be provided free by the employer.

In the event of any dispute as to the necessity of supplying such rubber boots, the matter shall be referred to the Board of Reference provided by clause (15) hereof.

54.—Outside Cleaning.

No female cleaner shall be permitted to do outside cleaning of windows except when standing on the ground or balcony or verandah.

55.—Wages.

	Within a 15 mile radius from the G.P.O., Perth.			Outside a 15 mile radius from the G.P.O., Perth, but within a 20 mile radius from the G.P.O., Perth.			The area controlled by the Municipalities of Kalgoorlie and Boulder and the Kalgoorlie Roads Board.		
(a) Basic wage—	£	s.	d.	£	s.	d.	£	s.	d.
Males ..	4	1	1	4	2	2	4	15	2
Female ..	2	3	9	2	4	4	2	11	5
(b) Adults (applicable only where the revenue of the local authority exceeds £5,000 per annum)—									
	Margin per week, in addition to the Basic Wage.								
	£ s. d.								
Caretakers	1 9 5								
Cleaners (male)	0 6 10								
Lift attendants	0 3 8								
Attendants (male)	0 6 10								
Attendants (female)	0 10 8								
Cleaners (female), weekly hand	0 10 8								
Cleaners (female), full time hand (÷ 44)	1 13 6								
Cleaners (female), part time hand (÷ 44)	2 5 0								
Cleaners (female), casual hand (÷ 44)	3 8 2								
(c) Junior workers (tea, etc., attendants)—									
	% of Female Basic Wage.								
15 to 16 years of age	34								
16 to 17 years of age	41								
17 to 18 years of age	54								
18 to 19 years of age	65								
19 to 20 years of age	82								
20 to 21 years of age	Margin 4s. 7d.								

Section "D."

Applicable to:—Window cleaners (as defined in clause 61).

56.—Scope.

The clauses in this section of the Award shall apply only to window cleaners employed by the employer specified in the Schedule hereunto annexed and marked Schedule "D."

57.—Area.

This section of the Award shall be limited in its effect to the area comprised within the radius of fifteen (15) miles from the G.P.O. Perth.

58.—Annual Leave.

(a) All workers, other than casual workers, shall be given two (2) weeks annual leave of absence on full pay after the expiration of each twelve (12) months' service.

(b) Where the engagement of any worker is terminated prior to the completion of twelve (12) months' service, such worker shall be paid holiday pay in proportion as the length of service bears to the full year's employment.

(c) Annual leave shall be given to and taken by the worker within three (3) months of becoming due.

59.—Travelling Time.

Where a worker is required outside his usual working hours by the employer to work at a place other than the usual place of employment, the employer shall pay the worker any reasonable travelling expenses incurred, and any excess time occupied beyond the time usually taken by the worker to reach his usual place of employment.

60.—Proportion of Junior Workers.

Junior workers may be employed in the proportion of one (1) junior to every three (3) or fraction of three (3) adult workers employed.

61.—Definitions.

"Window cleaner" shall mean a male worker employed exclusively or principally on window cleaning.

62.—Wages.

	Per Week.	
	£	s. d.
(a) Basic wage	4	1 1
	Margin	
	Per Week.	
(b) Adults—	£	s. d.
Window cleaners	0	14 3
	% of Basic Wage.	
(c) Junior workers—		
14 to 15 years of age	25	
15 to 16 years of age	30	
16 to 17 years of age	40	
17 to 18 years of age	50	
18 to 19 years of age	60	
19 to 20 years of age	70	
20 to 21 years of age	85	

(d) High or dangerous cleaning:—Where it is necessary to go wholly outside of a building to do window cleaning the worker shall, if such cleaning be twenty-five (25) feet or over from the ground floor or balcony or verandah as the case may be, be entitled to be paid one shilling (1s.) per day extra.

Section "E."

Applicable to Religious Institutions (as defined in clause 67).

63.—Scope.

The clauses in this section of the Award shall apply only to caretakers and cleaners employed in any church, school, hall or office controlled by any of the religious institutions mentioned in the Schedule hereunto annexed and marked Schedule "E."

64.—Area.

This section of the Award shall be limited in its effect to the area comprised within a radius of fifteen (15) miles from the G.P.O. Perth.

65.—Holidays.

(a) The following days or the days observed in lieu shall be observed as holidays and all workers other than casual workers shall be paid for such days, namely, New Year's Day, Anniversary Day, Easter Saturday, Easter Monday, Labour Day, Foundation Day, Boxing Day.

(b) All workers including casuals, performing work on any of the days mentioned in subclause (a) of this clause, shall be paid at the rate of double time, with a minimum payment as for four (4) hours. Provided that this may be reduced in special circumstances by agreement in writing between the employer and the Union.

(c) All workers including casuals, performing work on Good Friday, Anzac Day, Christmas Day or on Sundays, shall be allowed equivalent time off in the week immediately succeeding the day upon which such work has been performed. Equivalent time off for the purpose of this sub-clause shall mean double the actual

time worked. Failing the granting of such equivalent time off, the employer shall pay the worker for any work performed on the days referred to in this subclause at the rate of double time.

(d) For the purpose of this clause, double time shall mean twice the ordinary rate.

66.—Annual Leave.

(a) All workers excepting part-time hands-cleaners (female) and casual hands-cleaners (female) shall be given two (2) weeks annual leave on full pay after the expiration of each twelve (12) months' service.

(b) Part-time hands-cleaners (female) shall be given one (1) week's annual leave on full pay after the expiration of each twelve (12) months' service.

(c) Where the engagement of any worker is terminated prior to the completion of twelve (12) months' service, such worker shall be paid holiday pay in proportion as the length of service bears to the full year's employment.

(d) Annual leave shall be given to and taken by the worker within six (6) months of becoming due, provided that when a worker is entitled to holidays under this clause he shall receive at least two (2) weeks' notice from his employer of the date that it will be convenient to the employer that such worker shall take his holidays.

67.—Definitions.

The term "Religious institutions" shall mean any person, firm, corporation, or other body administering the affairs of the Church of England, the Roman Catholic Church, the Methodist Church, the Wesleyan Church, Congregational Church, the Presbyterian Church, or any other religious body who employs any worker covered by this Award, who performs any of the work classified in this section of the Award.

68.—Step Ladders.

No female cleaner shall be permitted to ascend to a greater height from the floor or ground than three (3) feet to do any cleaning. The employer shall provide a suitable appliance for this purpose.

69.—Cleaning Lavatories.

Any worker other than a caretaker who is required to clean lavatories shall be paid 6d. per closet extra with a maximum of three shillings (3s.) per week. (Three (3) urinals to constitute one (1) closet.) Provided that this clause shall only apply where lavatories are open to the general public.

70.—Rubber Boots and Overalls.

Where the employer deems it necessary for the work, rubber boots shall be supplied by the employer in the following cases:—

(i) Where a worker is required to use a hose on any place above the floor surface on which he is working.

(ii) To wash with a hose any place for thirty (30) minutes or more continuously on any day.

Where a worker is required by the employer to work in the rain, suitable protective clothing shall be provided free by the employer.

In the event of any dispute as to the necessity of supplying such rubber boots, the matter shall be referred to the Board of Reference provided by clause 15 hereof.

71.—Outside Cleaning.

No female cleaner shall be permitted to do outside cleaning of windows except when standing on the ground or balcony or verandah.

72.—Vergers.

Nothing in this Award shall be deemed to apply to the duties of a Veger.

73.—Wages.

	Within a 15 mile radius from the G.P.O., Perth.	£	s.	d.
(a) Basic wage—				
Males		4	1	1
Females		2	3	9

73.—Wages—continued.

			Margin per Week.
(b) Adults—		£	s. d.
Caretakers	.. .. .	1	9 5
Cleaners (male)	.. .. .	0	6 10
Cleaners (female), weekly hand	.. .. .	0	10 8
Cleaners (female), full-time hand			
(÷ 44)	.. .. .	1	13 6
Cleaners (female), part-time hand			
(÷ 44)	.. .. .	2	5 0
Cleaners (female), Casual hand (÷ 44)	.. .. .	3	8 2

I certify, pursuant to section 63 of the Industrial Arbitration Act, 1912-1935, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 21st day of December, 1938.

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

Filed at my office this 21st day of December, 1938.

(Sgd.) FRANK WALSH,
Clerk of the Court of Arbitration.

SCHEDULE REFERRED TO.

List of Respondents.

Respondents. (Representative Employers.) Applicable to:

SECTION "A."

- (i) Wholesale Warehouses;
- (ii) Retail Shops;
- (iii) Factories:—

Undertaking or Industry:

Adams & Co., Ltd., William	....	Machinery dealing
Aherns, Limited	....	Departmental storekeeping
Arcus, Limited	....	Shop-front fitting
Attwood Motors	....	Motor vehicle dealing
Australian Lumber Company	....	Timber dealing
B.C.D. & Piesse, Ltd.	....	Aerated water manufacturing
Baker, A. J.	....	Refrigerator dealing
Bateman, Ltd., J. & W.	....	Wholesale grocery and hardware merchandising
Boans, Ltd.	....	Departmental storekeeping
Bolton's, Limited	....	Coach building
Bon Marche, Ltd.	....	Departmental storekeeping
Brine & Sons, Ltd., A. T.	....	Building and contracting
British General Electric Co. Pty., Ltd.	....	Radio and electrical appliances dealing
Bunning Bros., Ltd.	....	Wholesale hardware dealing and general timber manufacturing
Chipper and Son, D. J.	....	Undertaking
Clarksons (W.A.), Limited	....	Oil and colour dealing
Cuning Smith & Mt. Lyell Farmers' Fertilisers, Ltd.	....	Fertiliser manufacturing and dealing
Daigety & Co., Ltd.	....	Grain and/or wool dealing
Dease Studio	....	Photographing
Elder, Smith & Co., Ltd.	....	Shipping and general merchandising
Ezywalkin, Ltd.	....	Wholesale and retail boot and shoe dealing
Falk & Co., Ltd., P.	....	Fancy goods dealing
Faulding & Co., Ltd., F. H.	....	Wholesale drug dealing
Ferguson, C. W.	....	Wine and spirit dealing
Gadsden Pty., Ltd., J.	....	Tiaware manufacturing
General Motors Holdens, Ltd.	....	Motor vehicle dealing
Goldsbrough, Mort & Co., Ltd.	....	Wool broking
Goode, Durrant & Murray, Ltd.	....	Wholesale clothing, merchandising and manufacturing
Harris, Scarfe & Sandovers, Ltd.	....	Hardware merchandising
Hartills Commercial College	....	Business College conducting
Levinson & Sons	....	Jewellery, watch and clock dealing
McKay, Massey Harris Pty., Ltd., H. V.	....	Agricultural implement dealing
Malloch Bros., Ltd.	....	Agricultural machinery dealing
Metters, Ltd.	....	Sieve and windmill manufacturing and/or dealing
Mills & Ware, Ltd.	....	Cake and biscuit manufacturing and/or dealing
Monarch Laundry	....	Laundry, dyeing and cleaning
Nicholson's, Ltd.	....	Musical instruments and music dealing
Paterson & Co., Ltd.	....	Fruit shipping
Plaiustowe & Co., Ltd.	....	Confectionery manufacturing and/or dealing
Rayner & Sons, H.	....	Jam, pickle and sauce manufacturing
Rosenstamm, B.	....	Tanning, leather and fibre goods manufacturing and/or dealing
Sands & McDougall Pty., Ltd.	....	Wholesale and retail stationery manufacturing and dealing
Saunders & Stuart Pty., Ltd.	....	Structural steel manufacturing
Shell Co. of Australia, Ltd.	....	Petroleum products dealing
Soap Distributors, Ltd.	....	Soap manufacturing
Stott & Co., E. C.	....	Business College conducting
Swan Brewery Co., Ltd.	....	Brewing
Swan Portland Cement	....	Cement manufacturing
Tilley's, Ltd.	....	Retail drug and photographic supplies dealing
Union Stores (W.A.), Ltd.	....	Retail grocery and hardware dealing
W.A. Knitters, Ltd.	....	Knitted Goods manufacturing
W.A. Match Co., Ltd.	....	Match manufacturing
Western Ice Co. (1919), Ltd.	....	Ice, ice-cream dealing and cold storing
Westralian Farmers, Ltd., The	....	General merchandising
Wills & Co., Ltd., G. & R.	....	Wholesale millinery manufacturing
Wills & Co., Ltd., George	....	Shipping
Wills & Co. (Australia), Ltd., W. D. & H. O.	....	Tobacco, cigar and cigarette dealing
Wilson & Johns, Ltd.	....	Tree, plant and seed dealing
Winterbottom Motor Co., Ltd.	....	Motor vehicle and/or accessories dealing
Woolworths (W.A.), Ltd.	....	Fancy goods dealing

SCHEDULE—continued.

SECTION " B."

Adelaide Steamship Co., Ltd.	} Public Buildings (as defined in Clause 40).
Anzac Club, The	
Anzac House	
Australian Mutual Provident Society	
Australian Mines Management & Secretariate	
Buffalo Club	
Commercial Bank of Australia, Ltd.	
Dean Night Watch Patrol Co.	
McNess, H. F.	
Millars' Timber & Trading Co., Ltd.	
Orient Steam Navigation Co., Ltd.	
Pastoralists Association of W.A., Inc., The	
Perpetual Executors, Trustees & Agency Co. (W.A.), Ltd.	
Perth Literary Institute	
South British Insurance Co., Ltd.	
Young Australia League	

SECTION " C."

City of Perth	} Local Governing Bodies (as defined in Clause 50).
Municipality of Kalgoorlie	
Perth Road Board	

SECTION " D."

W.A. Window Cleaning and Vacuum Cleaner Co., Ltd.	} Window Cleaners (as defined in Clause 61).
Star Window Cleaning Co., The ...	

SECTION " E."

Church of England, The	} Religious Institutions (as defined in Clause 67).
Presbyterian Church, The	
Roman Catholic Administration	
Trinity Congregational Church, The Wesley Church, The	

Western Australia.

THE COMPANIES ACT, 1893.

Clansmen Gold Mines, No Liability.

NOTICE is hereby given that the Registered Office of the abovenamed Company in this State is situate at 84 Palace Chambers, Maritana street, Kalgoorlie, and that James Allan Maloney is the duly appointed Attorney of the Company.

Dated the 1st day of February, 1939.

JOSEPH, MUIR, & WILLIAMS,
Solicitors for the abovenamed Company
in the State of Western Australia.

THE COMPANIES ACT, 1893.

Jack Horner Products (Australia), Limited.

NOTICE is hereby given that at the expiration of three months from the date hereof the abovenamed Company will cease to carry on business in Western Australia.

Dated the 31st day of January, 1939.

A. CAMPBELL,
Attorney for the Company.

Northmore, Hale, Davy, & Leake, Solicitors, 13 Howard street, Perth.

THE COMPANIES ACT, 1893.

In the matter of the Maize Products Proprietary, Limited.

NOTICE is hereby given that the office of the abovenamed Company in Western Australia is situate at 179 St. George's terrace, Perth.

DONALD R. J. MACGREGOR,
Attorney for the abovenamed Company
in the said State.

Western Australia.

THE COMPANIES ACT, 1893.

The Institution of Radio Engineers, Australia.

NOTICE is hereby given that the Registered Office in Western Australia of The Institution of Radio Engineers, Australia, is situated at the residence of Mr. N. A. Parker, Sea View terrace, Kalamunda, and that the Attorney in Western Australia of the said Company is Norman Alfred Parker, of Sea View terrace, Kalamunda, Radio Engineer.

Dated this 27th day of January, 1939.

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

THE COMPANIES ACT, 1893.

General Theatres Corporation of Australasia, Limited;
British Cinemas Pty., Limited; Hoyts Theatres, Limited.

NOTICE is hereby given that the Registered Offices of the above Companies have been removed from the Capitol Theatre, William street, Perth, and are now situated at the Ambassadors Theatre, Hay street, Perth.

Dated this 27th day of January, 1939.

S. J. MCGIBBON,
Attorney Hoyts Theatres, Limited.

S. W. PERRY,
Attorney General Theatres Corporation of
Australasia, Limited; British Cinemas Pty.,
Limited.

THE COMPANIES ACT, 1893.

Provincial Insurance Company, Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company in Western Australia is situate at Atlas Building, 8-10 The Esplanade, Perth, and that John Alan Lording, of Atlas Building, 8-10 The Esplanade, Perth, and R. G. Lynn, Limited, of Yorkshire House, 194-6 St. George's terrace, Perth, are the duly appointed Attorneys of the Company in Western Australia.

Dated the 7th day of February, 1939.

J. A. LORDING,
Attorney for W.A.

THE COMPANIES ACT, 1893.

Scarborough Hotel, Limited.

NOTICE is hereby given that the Registered Office of the above Company is situate at the office of R. Goyne Miller & Co., of Australasia Chambers, No. 68 St. George's terrace, Perth. The said office will be open and accessible to the public between the hours of 9 a.m. and 5 p.m. from Monday to Friday, inclusive, and 9 a.m. to 12 noon on Saturday (public holidays excepted).

Dated this 14th day of February, 1939.

JOSEPH, MUIR, & WILLIAMS,
17-24 A.N.A. House,
St. George's terrace, Perth,
Solicitors for the Company.

Western Australia.

THE COMPANIES ACT, 1893.

Killawarra, Limited.

NOTICE is hereby given that the Registered Office of Killawarra, Limited, is situate at Third Floor, W.A. Trustee Buildings, St. George's terrace, Perth, and is open for the transaction of business (except on public holidays) on Monday to Friday, inclusive, between the hours of 9 a.m. and 5 p.m. and on Saturdays from 9 a.m. to noon.

Dated the 15th day of February, 1939.

F. B. HOUGHTON,
Secretary of the Company.

THE COMPANIES ACT, 1893.

The Security and General Insurance Company, Limited.

NOTICE is hereby given that the office of the abovenamed Company in Western Australia is situate at Pastoral House, St. George's terrace, Perth, and that George Hartley Lenox, of Pastoral House, St. George's terrace, Perth aforesaid, is the duly appointed Attorney of the Company in the said State.

Dated the 9th day of February, 1939.

PARKER & PARKER,
Solicitors for the abovenamed Company,
21 Howard street, Perth.

THE COMPANIES ACT, 1893.

Balingup Farmers' Co-operative Company,
Limited.

NOTICE is hereby given, in pursuance of section 148 of the above Act, that a general meeting of the Shareholders of the abovenamed Company will be held at the Road Board Hall, Balingup, on Thursday, the 23rd day of March, 1939, at 3 o'clock in the afternoon, for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator.

Dated this 10th day of February, 1939.

IAN W. ANDERSON,
Liquidator.

Slee & Anderson, of Stephen street, Bunbury, Solicitors
for the Liquidator.

THE COMPANIES ACT, 1893.

W.A. Mining and Exploration Company, Limited
(in liquidation).

NOTICE is hereby given, in pursuance of section 148 of the Companies Act, 1893, that a general meeting of the members of the abovenamed Company will be held at the Builders' Exchange, Commercial Union Chambers, St. George's terrace, Perth, on Monday, the 20th day of March, 1939, at 3.0 p.m., for the purpose of having an account laid before them, showing the manner in which the winding-up has been conducted and the property of the Company disposed of and of hearing any explanation that may be given by the Liquidator, and also of determining by special resolution the manner in which the books, accounts and documents of the Company and of the Liquidator thereof shall be disposed of.

Dated this 14th day of February, 1939.

W. A. LESTER,
Liquidator.

Messrs. Nicholson & Nicholson, of Bank of Adelaide Chambers, St. George's terrace, Perth, Solicitors for the Liquidator.

Western Australia.

THE COMPANIES ACT, 1893.

The Irish Linen Spinning and Weaving Company
(Pty.), Limited.

Notice of Change of Address of Registered Office.
NOTICE is hereby given that, on and after the 20th day of February, 1939, the Registered Office of the abovenamed Company will be situated at Room 16, Second Floor, Economic Chambers, William 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 (excepting public holidays), from 9 a.m. to 5.30 p.m., and on Saturdays from 9 a.m. to 12 noon.

Dated the 9th day of February, 1939.

E. S. SAW,
COLLIN NEWBERY,
Attorneys for the abovenamed Company.

Western Australia.

THE COMPANIES ACT, 1893.

Paterson & Co., Limited—Notice of Removal of
Registered Office.

NOTICE is hereby given that the Registered Office of Paterson & Co., Limited, has been removed from No. 194-196 St. George's terrace, Perth, to 461-463 Wellington street, Perth. The said office will be accessible to the public on all week days, other than public holidays and Saturdays, 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 the 6th day of February, 1939.

DWYER & THOMAS,
Solicitors for the Company.

THE LONDON ASSURANCE.

NOTICE is hereby given, pursuant to section 208 of the Companies Act, 1893, that the London Assurance intends at the expiration of three months from the last publication of this notice, pursuant to the said section, voluntarily to cease carrying on business in the State of Western Australia.

Dated this 1st day of February, 1939.

JOHNSON & LYNN,
Attorneys.

R. Goyne Miller & Co., Chartered Accountants (Aust.),
Australasia Chambers, 68 St. George's terrace, Perth.

In the Supreme Court of Western Australia.

IN THE MATTER OF THE COMPANIES ACT, 1893,
and in the matter of Turn of the Tide Gold Mines
(Reedy's), Limited.

I CERTIFY that at a special general meeting of the Shareholders of Turn of the Tide Gold Mines (Reedy's), Limited, held at the Board Room, Atlas Buildings, Esplanade, Perth, on 13th February, 1939, the following special resolution was duly carried:—That the Company be wound up voluntarily and that William Arthur McManus, of Economic Chambers, William street, Perth, Chartered Accountant (Aust.), be and he is hereby appointed Liquidator for the purpose of such winding-up.

Dated this 14th day of February, 1939.

M. CRAWCOUR,
Chairman.

McManus & Stewart, Chartered Accountants (Aust.),
Economic Chambers, William street, Perth.

In the Supreme Court of Western Australia.

IN THE MATTER OF THE COMPANIES ACT, 1893,
and in the matter of Turn of the Tide Gold Mines
(Reedy's), Limited (in liquidation).

THE creditors of the abovenamed company are required, on or before the 16th day of March, 1939, to send their names and addresses, and particulars of their debts or claims, and the names and addresses of their Solicitors (if any), to William Arthur McManus, the Liquidator of the said Company, at his office, Economic Chambers, William street, Perth, and, if so required by notice in writing from the said Liquidator are by their Solicitors or otherwise to prove their said debts or claims at Room 9, Second Floor, Economic Chambers, William street, Perth, the office of the Liquidator, at such time as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved; Monday, the 20th day of March, 1939, at four o'clock in the afternoon, at the said office, is appointed for determining as to the allowance of the debts or claims.

Dated this 14th day of February, 1939.

W. McMANUS,
Liquidator.

McManus & Stewart, Chartered Accountants (Aust.),
Economic Chambers, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1893.

In the matter of the Westralian Machinery Corporation,
Ltd. (in liquidation).

General Meeting of Shareholders.

PURSUANT to section 148 of the Companies Act, 1893, notice is hereby given that a general meeting of Shareholders of The Westralian Machinery Corporation, Limited (in liquidation), will be held at London House, 321 Murray street, Perth, on Monday, 20th March, 1939, at 10.30 a.m., for the purpose of having an account laid before them of the manner in which the winding-up has been conducted and the property disposed of, and to hear any explanation that may be given by the Liquidator, and also of determining as to how the books and documents of the Company shall be disposed of.

Dated at Perth this 16th day of February, 1939.

W. W. RAE,
Liquidator.

Wheatley & Son., Solicitors, 49 St. George's terrace,
Perth.

IN THE MATTER OF THE COMPANIES ACT, 1893.
In the matter of Hoskins & Co., Limited (in liquidation).

General Meeting of Shareholders.

PURSUANT to section 148 of the Companies Act, 1893, notice is hereby given that a general meeting of Shareholders of Hoskins & Co., Limited (in liquidation), will be held at London House, 321 Murray street, Perth, on Monday, 20th March, 1939, at 11 a.m., for the purpose of having an account laid before them of the manner in which the winding-up has been conducted and the property disposed of, and to hear any explanation that may be given by the Liquidator, and also of determining as to how the books and documents of the Company shall be disposed of.

Dated at Perth this 16th day of February, 1939.

W. W. RAE,
Liquidator.

[The above Company's assets and liabilities were taken over by a new Company registered as Hoskins Foundry, Limited.]

Wheatley & Son, Solicitors, 49 St. George's terrace,
Perth.

IN THE MATTER OF THE COMPANIES ACT, 1893,
and in the matter of Delfridge, Limited.

NOTICE is hereby given that, at an extraordinary general meeting of the Shareholders of the abovenamed Company, held on Monday, the 13th February, 1939, a special resolution was duly passed as follows:—That the Company go into voluntary liquidation and that Mr. Charles Walter Michael Court, Chartered Accountant (Aust.), of Newspaper House, St. George's terrace, Perth, be appointed Voluntary Liquidator.

Dated at Perth this 13th day of February, 1939.

A. W. BALDOCK,
Chairman of Directors.

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 Evanston North Gold Mines, Limited.

Dated this Tenth day of February, 1939.

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 The Melville Wool Scour, Limited.

Dated this 10th day of February, 1939.

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 Seaborough Hotel, Limited.

Dated this Thirteenth day of February, 1939.

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 Killawarra, Limited.

Dated this 13th day of February, 1939.

T. F. DAVIES,
Registrar of Companies.

Supreme Court Office, Perth, W.A.

THE PARTNERSHIP ACT, 1895.

Dissolution of Partnership.

NOTICE is hereby given that the Partnership heretofore subsisting between Anthony Samios and George Samios, carrying on the business as Cafe Proprietors and Greengrocers, at Avon terrace, York, under the style or firm of "Singletons," has been dissolved by mutual consent as from the 2nd day of February, 1939, so far as concerns the said George Samios, who then retired from the said firm. All debts due to and owing by the late firm will be received and paid respectively by the said Anthony Samios, who will continue to carry on the said business under the style or firm of "Covent Gardens," late "Singletons."

Dated the 8th day of February, 1939.

ANTHONY SAMIOS.
G. SAMIOS.

Darbyshire & Gillett, of 42 St. George's terrace, Perth,
Solicitors for the late firm.

NOTICE is hereby given that the Partnership heretofore subsisting between Felix Athelstan Park and John Edgar Park, carrying on business as Butchers at Geraldton, under the style or firm of "Park Bros.," has been dissolved by mutual consent as from the 9th day of February, 1939. The said business will in future be carried on by the said John Edgar Park, who will be entitled to receive all moneys owing to the late Partnership and who will undertake liability for payment of all debts of the said Partnership.

Dated the 9th day of February, 1939.

F. A. PARK.

Signed by the said Felix Athelstan
Park in the presence of—
A. C. Curlewis.

J. E. PARK.

Signed by the said John Edgar Park
in the presence of—
A. C. Curlewis, Accountant,
Geraldton.

Altorfer & Stow, Solicitors, Geraldton.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Walter William Willcock, late of 49 Goldsworthy road, Claremont, in the State of Western Australia, Printer and Newspaper Representative, deceased.

ALL persons having any claims or demands against the Estate of Walter William Willcock, late of 49 Goldsworthy road, Claremont, in the State of Western Australia, Printer and Newspaper Representative, deceased, are hereby required to send particulars of same 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 17th day of March, 1939, at the expiration of which time the said Executor will distribute the assets of the said deceased among the persons entitled thereto, without reference to any claims or demands of which it shall not then have had notice.

Dated the 10th day of February, 1939.

DWYER & THOMAS,
National House, William 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 matter of the Will of William Gilmour, late of 152 Gloster street, Subiaco, and formerly of 38 Kimberley street, West Leederville, 68 Edinboro street, North Perth, and of Claremont avenue, Claremont, in the State of Western Australia, Minister of Religion and Clergyman, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars of their claims or demands 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 abovenamed deceased, on or before the 17th day of March, 1939, after which date the said Executor will proceed to distribute the assets of the Estate amongst

the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 10th day of February, 1939.

LIONEL WESTON DE MORLEY,
of 44 St. George's terrace, Perth,
Solicitor for the said Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Bridget Chitty, late of Glendalough, Leederville, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands upon or against the Estate of the abovenamed Bridget Chitty, late of Glen-

dalough, Leederville, in the State of Western Australia, Widow, deceased, are hereby requested to send particulars in writing of their claims or demands to the Executor, care of Messrs. Dwyer, Durack, & Dumphy, of 33 Barrack street, Perth, in the said State, on or before the 17th day of March, 1939, after which day the Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated this 7th day of February, 1939.

DWYER, DURACK & DUNPHY,
of 33 Barrack street, Perth,
Solicitors for the Executor.

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 18th day of March, 1939, 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 16th day of February, 1939.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Marini, Pietro Lorenzo (also known as Lorenzo Morini)	30-11-38	13-2-39	Lawlers	Prospector
Cockman, William (also known as William Coffey)	11-11-38	"	Perth road, Albany ...	No occupation
Prest, Charles	21-12-38	"	Mount Magnet	do.
Gibson, Selina	1-8-38	"	Northampton	Widow
Wong Chong (also known as Willie Wong)	21-12-38	"	Egerton street, Narrogin ...	Laundryman and gardener
Campbell, Claribel Florence (also known as Clara Campbell Hilton)	31-7-38	"	Coolgardie	Widow
Lind, Harold	1-10-38	"	Seaforth Boys' Home, Gosnells	No occupation
Anderson, Charles Joseph	22-7-38	"	formerly of Riverina via Kalgoorlie but late of Kalgoorlie	Mines engine-driver
Rooke, Edwin Henry	17-9-38	"	formerly of Perth but late of Claremont	Farm hand
Zappala, Guiseppe (also known as Joseppe Zappala and Joseph Zappala)	21-10-38	"	Moonyoonooka and Geraldton	Market gardener and carrier

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
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
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

Acts of Parliament, etc.—continued.

	£	s.	d.
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) (dated)	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

Acts of Parliament, etc.—*continued.*

	£	s.	d.
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
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 Mortgagors' 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
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