



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 53.]

PERTH : FRIDAY, NOVEMBER 3.

[1939.

Close Season for Opossums.

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.

C.S.D. 780/31.

WHEREAS it is provided by the Game Act, 1912-13, that the Governor may by Proclamation declare from time to time that any bird or animal indigenous to Western Australia shall be at all times strictly preserved, either generally throughout the State or in any one or more portions thereof: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, in exercise of the power aforesaid, do hereby declare that the Opossum shall be at all times strictly preserved generally throughout the State from the 1st day of January, 1940, until the 31st day of December, 1940.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of October, 1939.

By His Excellency's Command,

J. WILLCOCK,
Premier.

GOD SAVE THE KING ! ! !

PROCLAMATION

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

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

Corr. No. 1496/39.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of portions of Canning Location 2 and being Lots 102 to 116 (inclusive), 118 to 130 (inclusive), 149 to 162 (inclusive), 164 to 172 (inclusive), 181, 182, 185, 186, 188, 189, and 190 on Plan No.

2775, registered in the Office of Titles in Volume 1066, Folio 851: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors portion of Canning Location 2 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of October, 1939.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

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

Corr. No. 1441/39.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of Wellington Locations 699, 527, and 1040, and portion of Wellington Location 1, and being part of the land on Plan 3509, registered in the Office of Titles in Volumes 916, 916, 929, and 1038, Folios 97, 98, 197, and 326 respectively: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Wellington Locations 699, 527, 1040, and portion of Location 1 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of October, 1939.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

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

Corr. No. 826/39.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of Gledhow Town Lots A25, C23, and C24, registered in the Office of Titles in Volume 37, Folios 82, 144, and 145 respectively: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Gledhow Town Lots A25, C23, and C24 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of October, 1939.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-37.

PROCLAMATION

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

F. & S. 1265/25; Ex. Co. 2256.

WHEREAS by section 166 of the Factories and Shops Act, 1920-37, it is enacted that the Governor may by Proclamation temporarily suspend the operations of the said Act, in so far as it applies to the closing times fixed or appointed for any shop or shops: And whereas it is expedient to exercise such power in manner hereinafter appearing: Now, therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby by this Proclamation suspend the operations of the said Act on Thursday, the 9th day of November, 1939, between the hours of 6 p.m. and 9 p.m., in so far as it applies to the closing time of all shops situated in the Bridgetown Shop District.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of October, 1939.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1937.

PROCLAMATION

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

F. & S. 3091/28; Ex. Co. 2255.

WHEREAS by the Factories and Shops Act, 1920-1937, it is enacted that the Governor may by Proclamation temporarily suspend the operations of the said Act, in so far as it applies to the closing time fixed or appointed for any shop or shops: And whereas it is expedient to exercise such power in manner hereinafter appearing: Now, therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby by this Proclamation suspend the operations of the said Act between the hours of six o'clock and nine o'clock in the evening of Monday, Tuesday, Wednesday, Thursday, and Friday in every week during the period commencing on the First day of January, 1940, and ending on the Thirty-first day of December, 1940, in so far as it applies to the closing time of shops conducted in open markets which are kept open for the conduct of business therein between the times aforesaid and on the days aforesaid, and in which

shops home-made jams and preserves, honey, butter (other than factory butter), and eggs, hams and bacon (not being factory ham or bacon) are sold or offered for sale: provided that only the said goods shall be sold or offered for sale between the said times by virtue of this Proclamation, and the said shops shall not be kept open for the sale or offering for sale of any other goods which cannot otherwise be lawfully sold or offered for sale between the times aforesaid.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of October, 1939.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1937.

PROCLAMATION

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

F. & S. 635/28; Ex. Co. 2257.

WHEREAS it is enacted by section 116 of the Factories and Shops Act, 1920-1937, that the expression "Public holiday" shall mean certain days therein specified, and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Wednesday, the 8th day of November, 1939, after one o'clock p.m., shall be a public holiday in the Bunbury Shop District for the purposes of section 116 of the Factories and Shops Act, 1920-1937, and all shops (except those mentioned in the Fourth Schedule and registered small shops) shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of October, 1939.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 18th day of October, 1939, the following Order in Council was authorised to be issued:—

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 8551/97.

WHEREAS by section 34 of the Land Act, 1933-1938, it is made lawful for the Governor by Order in Council, without issuing any deed of grant, to place any reserve under the control of any municipality, road board, or other person or persons, as a Board of Management, and to empower such Board to make, repeal, and alter by-laws for the control and management of such reserves, and prescribe fees for depasturing thereon, and for other purposes, such by-laws to be approved by the Governor and published in the *Government Gazette*: And whereas it is deemed expedient that Reserves 4180 and 4181 for Commons, at Esperance, should be placed under the control of the Esperance Road Board as a Board of Management: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby place the before-mentioned Reserve under the control of the Esperance Road Board as a Board of Management, and doth empower such Board to make, repeal, or alter by-laws for the control and management of the said reserve; for prescribing fees for depasturing thereon; for directing the manner in which such fees shall be imposed, paid, collected, and disposed of, and to impose penalties not exceeding in any case £5 for any breach thereof, and £2 a day for a continuing breach, but not more than £20 in the aggregate.

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

AT a meeting of the Executive Council held in the Executive Council Chambers, at Perth, this 26th day of October, 1939, the following Orders in Council were authorised to be issued:—

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 7283/03.

WHEREAS by section 33 of the Land Act, 1933-1938, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order, in trust for any of the purposes set forth in section 29 of the said Act, or for the like or other public purposes, to be specified in such order, and with power of subleasing: And whereas it is deemed expedient that Reserve 20292 (Rockingham Lot 269) should vest in and be held by the Rockingham Road Board in trust for Road Board Office Site and Telephone Exchange: 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 Rockingham Road Board in trust for Road Board Office Site and Telephone Exchange, with power to the said Rockingham Road Board to lease the whole or any portion of the said reserve for any term not exceeding twenty-one years from the date of the lease.

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

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 654/34.

WHEREAS by section 33 of the Land Act, 1933-1938, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 21294 (Melbourne Location 3271) should vest in and be held by the Dalwallinu Road Board in trust for the purpose of Sanitary Site: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserve shall vest in and be held by the Dalwallinu Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 1816/39.

WHEREAS by section 33 of the Land Act, 1933-1938, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserves Nos. 22065 and 22066 (near Evanston) should vest in and be held by the Hon. the Minister for Water Supply, Sewerage, and Drainage 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 reserves shall vest in and be held by the Hon. the Minister for Water Supply, Sewerage, and Drainage in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

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

ORDER IN COUNCIL.

M.W.S. 1492/39.

WHEREAS by the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage, and Drainage shall, with the approval of the Governor, have power to construct and

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

Claremont Sewerage, Proposed Pumping Station and Rising Main, Claremont Pumping Station No. 4, Minora road:—(a) Concrete tanks with brick and tile superstructure, electric pumps, and all apparatus connected therewith; (b) inlet sewer from manhole north of pumping station; (c) rising main from pumping station to existing gravitation sewer in Adelma road at its intersection with Viking road; (d) excavated sump adjoining pumping station, as shown in red on Plan M.W.S.S. & D.D., W.A., No. 6384.

This Order in Council shall take effect from the 3rd day of November, 1939.

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

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

ORDER IN COUNCIL.

M.W.S. 1468/39.

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

Metropolitan Sewerage, Subiaco District, Retention Area No. 24:—Proposed 6-inch and 4-inch diameter reticulation sewers, with all manholes and other apparatus connected therewith, between Grantham street and Alderbury street and Grovedale street and Selby street, as shown in green on Plan M.W.S.S. & D.D., W.A., No. 6381.

This Order in Council shall take effect from the 3rd day of November, 1939.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 2nd November, 1939.

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

Arthur Melbourne Aylwin, Esquire, Goldsbrough Mort and Company, Limited, Bourke street, Melbourne, as a Justice of the Peace for the State of Western Australia.

Ronald Sharland Tozer, Esquire, of Bridgetown, as a Justice of the Peace for the Blackwood Magisterial District;

Edric Chambers, Esquire, of Gnowangerup, as a Justice of the Peace for the Katanning Magisterial District;

Reginald Charles Austin, Esquire, of Gnowangerup, as a Justice of the Peace for the Katanning Magisterial District.

Frederick Newton, Esquire, of Kojonup, as a Justice of the Peace for the Katanning Magisterial District;

Luke Edward Travers, Esquire, of Bolgart, as a Justice of the Peace for the Northam Magisterial District.

And to accept the resignation of John Gordon Warwick, Esquire, late of Youanmi, as a Justice of the Peace for the East Murchison Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

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

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

Granted under Section 11.

(Writing down or suspension of Debts.)

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

Noble, Norman Mackley, Yandanooka, 25th October, 1939.

Blechynden, Arthur, Mt. Kokeby, 26th October, 1939.

Donnell, William Leslie Roy (decd.), Tammin, 30th October, 1939. (W.A. Trustee Co., Ltd., Administrators.)

Nicholas, James Delamore and William Glen, Meekatharra, 31st October, 1939.

Tucker, Anstruther Pavy, Carnamah, 31st October, 1939.

Jeffery, Arthur James and Maude May, East Yuna, 31st October, 1939.

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

W. A. WHITE,
Director.

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:—Westbrook, Dorcas Grace, Belka; Nelson, Thomas Orbousen, Ballidu, 1st November, 1939.

W. A. WHITE,
Director.

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 lapsed as from the date specified:—Barr, David Merton and Martha Elisabeth, Baandee; Crain, Edwin Charles, Yandanooka; Cream, Albert Augustus Timothy, Eradu; Day, George Frederick and Thomas Henry, Williams; Doust, Ernest Oswald and Margaret Ann, Dudinin; Goldsmith, William Oliver, Lake Varley; Kirkman, Albert Ernest, Kellerberrin; Morcombe, Eustace Yelland, Yandanooka; Murray, Malcolm Graeme, Bowgada; McCook, Alexander, Muntadgin; Pergande, Edward James, Benubbin; Piggin, Ernest Edward, Trayning; Stacey, John, Moore Rock; Stratford, Herbert George, Lake Brown; Thompson, Arthur Wyatt Miles, Dumblebung; Ward, Edwin Torrens Russell and Amelia Helen, Kojonup; Crimp, Eric Francis John, Beacon; Ayres, Kathleen Margaret and Matthew Roland, Gabbin; Beeson, Sydney Joseph, Kulja; Orwin, George Albert, Champion; Smith, John, Bencubbin; Broadhurst, Harriett Ann, Brakin; Dawson, Edmund John and Florence, Warralackin; Ferguson, John, Gabbin; Shreeve, Florence and Herbert Roland, Walgoolan; Best, Sydney Harold, Tammin; Darlington, Albert Raif, Marble Bar; Devereux, Amy Agnes (Executrix of Estate late David Barlow), Nungarin; Hulland, Richard Frederick and Rodney Frederick, Tambellup; 1st November, 1939.

W. A. WHITE,
Director.

2/11/39.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Order has lapsed under section 5:—Cream, Albert Augustus Timothy, Eradu, 1st November, 1939.

W. A. WHITE,
Director.

1/11/39.

THE AUDIT ACT, 1904.

The Treasury,

Treasury No. 59/36. Perth, 27th October, 1939.

IT is hereby published, for general information, that Mr. W. R. Jamieson has been appointed a Receiver of Revenue for the Department of Agriculture in the Kalamunda District.

Treasury No. 181/34.

IT is hereby published, for general information, that Mr. W. F. Little has been appointed a Certifying Officer for the Child Welfare Department for the period 16th to the 27th October, 1939.

A. J. REID,
Under Treasurer.

Office of the Public Service Commissioner
Perth, 2nd November, 1939.

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

Ex. Co. 2204; P.S.C. 489/39.—G. E. Saville, Clerk, Metropolitan Water Supply Department, to a similar position, Class 10, £279-£288, as from 28th August, 1939;

Ex. Co. 2208; P.S.C. 548/39.—R. J. Little, Chief Compiler, Registrar General's Office, Chief Secretary's Department, to be Deputy Government Statistician and Deputy Registrar General, as from 1st September, 1939;

Ex. Co. 2208; P.S.C. 547/39.—J. McConnell, Clerk, Kalgoorlie, Public Works Department, to a similar position, Class 8, £318-£330, as from 18th September, 1939.

Also of the acceptance of the following resignations:—

Ex. Co. 2265.—G. M. Allen, Inspectress, Child Welfare Department, as from 6th November, 1939;

Ex. Co. 2265.—D. Snaith, Clerk, State Insurance Office, as from 10th November, 1939;

Ex. Co. 2265.—M. D. Newsham, Typist, Workers' Homes Board, Treasury Department, as from 28th October, 1939;

Ex. Co. 2265.—P. W. E. Curtin, Clerk, Crown Law Department, as from 8th October, 1939.

Ex. Co. 2262.

HIS Excellency the Lieutenant-Governor in Executive Council has appointed under section 53 of the Public Service Act, A. O. Ferguson, Inspector of Fisheries, Broome, North-West Department, to act as Chief Inspector of Fisheries, Chief Pearling Inspector, Chief Guardian of Game, Chief Collector of Royalty under the Game Act, 1912-13, Chief Inspector under the Whaling Act, 1937, and Inspector under the Oyster Fisheries Act, 1881, during the absence of A. J. Fraser on leave, dating from the 14th December, 1939.

GEO. W. SIMPSON,
Public Service Commissioner.

PUBLIC SERVICE PROMOTIONAL AND EFFICIENCY EXAMINATIONS.

IT is hereby notified that the Public Service Promotional Examination will be held on the 5th and 6th December, 1939; entries close 18th November; entry fee 2s. 6d.

THE Typists' Efficiency and Machinists' Efficiency Examination will be held on the same dates; entries close 18th November, 1939.

GEO. W. SIMPSON,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Public Works	Accountant (Item 965)	£510—£582†	1939
Crown Law	Clerk, Official Trustee's Office (Item 1345)	Class 9, £294—£306	4th November
Do.	Clerk of Courts, Narrogin (Item 1414)	Class 7, £342—£366‡	do.
Do.	Clerk, Police Court (Item 1386)	Class 9, £294—£306	do.
Child Welfare	Inspectress	£260—£270*	do.
Medical and Health	Junior Medical Officer, Mental Hospitals Department	Class 1, £666—£699§	11th November
Public Works	Engineer, 1st Class (Item 1048)	£510—£630	do.
Crown Law	Commissioner and Registrar of Titles and Registrar of Deeds	£735—£880||	18th November.
Agriculture	Officer-in-Charge, Kalgoorlie Abattoirs	Class 6, £378—£402¶	do.
Do.	Inspector, Potato Branch	Class 9, £294—£306**	do.

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

‡ Limit fixed (£354) under clause 10 of Clerical Agreement.

* Applications are also called under section 29; applicants are required to have the three certificates (General, Midwifery, and Infant Welfare and Mothercraft).

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

|| Applications are also called under section 29. Under section 5 of the Transfer of Land Act, the holder of this position must be a barrister or solicitor of the English, Irish, or Colonial Courts of seven years' standing and practice.

¶ It is desirable that applicants hold Meat Inspector's Certificate; they are also required to undertake stock inspection, etc. Free quarters, light, fuel, and water.

** Applications are also called under section 29. Applicants are required to have a knowledge of potato culture and marketing.

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

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 2nd November, 1939.

HIS Excellency the Lieutenant-Governor in Executive Council has appointed A. C. Wyndham as acting Clerk of the Local Court, acting Clerk to Magistrates, Katanning, and acting Electoral Registrar for the Katanning Electoral District and the South-East Province, during the absence of A. L. F. Taylor, on leave; R. W. East, as Clerk of the Local Court, Clerk to Magistrates, Albany, and Clerk of the Southern Court of Session, vice A. F. N. Schroder, transferred; J. F. McIntyre, as acting Clerk of the Local Court and acting Clerk to Magistrates, Narrogin, vice R. W. East, transferred; J. J. McCarley as acting Clerk of the Local Court and acting Clerk to Magistrates, Kojonup, during the absence on leave of J. G. St. Jack, and W. Y. R. Gannon as acting Electoral Registrar for the Pilbara Electoral District during the absence on leave of A. L. O'Brien.

HIS Excellency the Lieutenant-Governor in Executive Council has annulled the appointments of G. E. Clarke, P. H. Spence, C. E. Miller, J. Collinson, and J. M. Donnes as sworn valuers under the Transfer of Land Act, 1893.

THE Hon. Minister for Justice has appointed J. J. McCarley as acting Bailiff of the Kojonup Local Court during the absence of J. G. St. Jack, on leave; A. C. Baskerville as acting Bailiff of the Katanning Local Court at Tambellup, during the absence on leave of C. R. Ward; D. H. Regan as Bailiff of the Cue Local Court, vice W. Fanning retired; A. L. M. Wedd as acting Bailiff of the Pinjarra Local Court at Dwellingup, during the absence of G. R. Johnston, on leave; A. L. Reid as Bailiff of the Northam Local Court, vice J. J. Cooney, transferred; G. E. L. Gamble as acting Bailiff

of the Bruce Rock Local Court at Narembuen, during the absence of G. R. Warner, on leave; and S. J. Strahan as acting Bailiff of the Wagin Local Court at Lake Grace, during the absence of L. C. Fletcher on leave.

H. R. GORDON,
Under Secretary for Law.

Police Department,
Perth, 28th October, 1939.

IT is notified, for general information, that His Excellency the Lieutenant-Governor in Council has been pleased to approve of the appointment of 1st Class Sergeant E. E. Moloney, No. 1004, to the position of 3rd Class Inspector of Police; to date from the 27th October, 1939.

D. HUNTER,
Commissioner of Police.

POLICE ACT, 1892 (sections 75 and 76.)

THE following unclaimed Found and Stolen Property will be sold by Public Auction at the Police Yard, Roe street, Perth, at 10 a.m. on Wednesday, 22nd November, 1939.

D. HUNTER,
27/10/39. Commissioner of Police.

POLICE ACT, 1892 (section 76.)

Found Property Unclaimed.

406/38—8 white linen collars; 409/38—Child's bicycle; 411/38—Gent's overcoat; 414/38—Wrist watch; 420/38—Rubber coat; 437/38—Gent's hat; 438/38—2 bundles magazines; 440/38—Chaff bag containing pieces of linoleum; 442/38—Pullover; 444/38—Bicycle; 445/38—Bicycle; 446/38—Cycle pump; 471/38—Leather bag; 480/38—Pair spectacles; 482/38—Bicycle; 483/38—Purse; 497/38—Handbag; 500/38—

Gauntlet; 503/38—Purse; 507/38—Part coil wire, pair snips, pair pliers, and 1 knife; 509/38—Suitcase containing grey suit; 510/38—Bicycle; 512/38—Bicycle; 515/38—Part handbag and pair gloves; 523/38—Lady's wrist watch; 526/38—Green purse; 527/38—Pair blue serge trousers; 528/38—Quantity cycle parts; 530/38—Tennis costume; 535/38—Electric torch; 536/38—Handbag; 537/38—Radiator cap; 541/38—Bicycle; 544/38—Bicycle; 545/38—Tablecloth; 546/38—Cyle tail lamp; 548/38—Wedding ring; 553/38—Length piping; 557/38—Handbag; 558/38—Pair spectacles in case; 559/38—2 silk singlets; 562/38—Gent's shirt; 563/38—Quantity of jewellery comprising yellow metal spray and 2 bracelets; 565/38—Blue cloth belt with brooch attached; 566/38—1 pair spectacles; 567/38—Handbag and pair spectacles; 569/38—Crank handle; 571/38—Bathing costume and towel; 573/38—Smith's hammer; 576/38—Bicycle; 580/38—Lady's pullover; 4/39—Speedometer; 8/39—Suitcase; 9/39—Pair binoculars; 11/39—Quantity miscellaneous clothing; 12/39—Shopping bag and clothing; 14/39—Leather glove; 15/39—Bicycle; 16/39—Attache case; 17/39—Handbag; 19/39—1 towel, 1 pair girl's shoes; 23/39—1 pair spectacles in case; 28/39—Yellow metal propelling pencil; 31/39—Handbag; 32/39—Handbag; 33/39—Child's handbag; 34/39—Handbag; 35/39—Handbag; 37/39—Pair gauntlets; 38/39—Necklace; 43/39—Handbag; 44/39—Child's purse; 46/39—Cigarette case; 48/39—Pair lady's slippers; 50/39—Thumb screw; 51/39—Gent's hat; 52/39—Gent's hat; 53/39—Belt; 54/39—1 bag saltpetre and 1 bag sugar; 55/39—Overcoat and scarf; 56/39—Leather overcoat; 57/39—Bag of wool pieces; 58/39—Bicycle; 59/39—3 babies' shoes and a ring; 62/39—Petrol tank cap; 64/39—Suitcase and effects; 66/39—Bicycle; 67/39—Perambulator; 69/39—Biscuit holder; 71/39—Pair slippers and 1½ pairs stockings; 75/39—Fishing net; 76/39—Pair sandshoes; 82/39—Lady's wrist watch; 86/39—Purse and comb; 89/39—Bicycle; 92/39—Bicycle; 93/39—Bicycle; 95/39—Bicycle; 96/39—Bicycle; 98/39—Pair cycle wheels; 99/39—Bicycle; 100/39—Tennis racquet and cover; 102/39—Blouse; 105/39—Gent's wrist watch; 108/39—Bicycle; 110/39—Pair gloves; 111/39—Shopping bag and under clothing; 112/39—Attache case and wire work; 113/39—Chimney piece; 114/39—Bicycle; 115/39—Hat; 116/39—Bicycle; 123/39—Rosary beads; 125/39—Motor car part; 126/39—Watch; 129/39—Beater; 131/39—10-gallon drum; 133/39—23 books; 134/39—Suitcase; 135/39—Overcoat; 137/39—Wallet; 138/39—1 handbag, 2 shopping bags; 140/39—1 pair gent's trousers; 141/39—Watch; 144/39—Handbag; 146/39—Overcoat; 148/39—Lady's hat and overcoat; 149/39—Bicycle; 153/39—Quantity child's clothing; 154/39—Motor car jack, crank handle, screw driver, coil of rope, and lady's handbag; 156/39—Brooch; 158/39—Sleeve link (1 only); 159/39—Lady's handbag; 160/39—5 ladies' hats and 1 hatbox; 163/39—2 bibles; 164/39—80 bottles of beer; 165/39—1 purse; 166/39—Brooch; 171/39—Child's handbag; 175/39—Lady's handbag; 176/39—Bicycle wheel; 177/39—Gent's chromium wrist watch; 185/39—Bicycle; 186/39—Bicycle frame; 190/39—Bicycle; 192/39—Fibre suitcase containing gent's clothing, spectacles in case, 2 books; 193/39—1 piece of green carpet, fountain pen, bicycle pump, walking stick, pair underpants; 194/39—Tyre, tube and rim; 195/39—Cardigan jacket and underclothing; 198/39—Watch and chain; 199/39—Bicycle pump; 203/39—Bicycle; 206/39—Leather band; 211/39—2 ladies' handbags; 212/39—Lady's hat; 213/39—Lady's wrist watch; 214/39—Watch; 216/39—Screwdriver; 215/39—Purse; 217/39—Pair gent's shoes; 218/39—Pair child's shoes and socks; 219/39—Suitcase and clothing; 220/39—Purse; 221/39—Pair spectacles; 224/39—Bicycle; 225/39—Bicycle; 228/39—Chaff bag containing pieces of linoleum; 229/39—Bag of wool pieces; 230/39—Tarpaulin; 233/39—Bicycle; 235/39—2 jugs, 1 teapot, 2 cups, 4 plates, 4 saucers, 2 glass bowls, 1 china bowl; 236/39—1 gauntlet; 237/39—Lady's handbag; 238/39—Lady's handbag; 239/39—Lady's handbag; 241/39—Propelling pencil; 242/39—Child's dress, bloomers and singlet; 243/39—Blanket; 249/39—Handbag; 252/39—Tyre, tube and rim; 257/39—Gent's hat; 258/39—Fur choker; 261/39—4 walking sticks, 2 umbrellas, suitcase containing clothing, 1 eruteh, bicycle rim and tube, motor car axle, 1 box of motor car accessories; 262/39—Prospector's hammer, white dress and pair of stockings; 263/39—Boy's overcoat; 264/39—Gent's wrist watch; 265/39—Brooch; 266/39—Motor car tyre, tube and rim; 271/39—Gent's coat and vest; 272/39—Purse; 274/39—2 necklaces; 275/39—Electric switch; 277/39—Bush rug and blanket; 278/39—Lady's hat; 282/39—

Gent's watch; 284/39—Handbag; 285/39—Handbag; 286/39—Handbag; 287/39—Lady's cardigan jacket; 289/39—Lady's hat, lady's navy overcoat, lady's brown overcoat, and Astrakan overcoat; 294/39—4 canisters, 1 dustcoat; 295/39—Quantity motor accessories; 297/39—Pair spectacles; 298/39—1 purse and 3 handbags; 299/39—Lady's black coat and scarf; 300/39—2 gent's coats, 2 cardigans, brooch and lady's underskirt; 301/39—Lady's handbag; 305/39—Necklace; 307/39—Child's sealskin coat, 3 crank handles; 309/39—Bicycle; 310/39—Bicycle; 312/39—Bicycle; 313/39—Bicycle; 314/39—Bicycle; 315/39—Bicycle; 316/39—Bicycle; 317/39—Bicycle; 320/39—Lady's handbag; 322/39—Bicycle; 331/39—2 handbags and dog muzzle; 334/39—10-gallon milk drum.

POLICE ACT, 1892 (section 75).

Stolen Property Unclaimed.

12/38—Gent's wrist watch; 54/38—Gold tiepin; 71/38—1 braided evening bag, 1 cutex compact, 1 gum-metal watch, 2½ pairs sleeve-links, 2 yellow metal wrist bands, 2 brooches, 3 brooch stones; 86/38—Screwdriver; 103/38—Blue serge coat; 140/38—Silver fox fur unmounted; 141/38—Handbag; 142/38—Pair lady's slippers; 143/38—Zylonite hairbrush; 144/38—5 aprons (unmade); 145/38—4 nightdresses (unmade); 146/38—4 packets Persil; 147/38—4 pieces crockery; 148/38—16 tins assorted foodstuffs; 149/38—3 tins and 1 carton partly refined sugar; 181/38—Arithmetic book; 200/38—Pair gauntlets; 201/38—Tyre gauge; 202/38—Tyre gauge; 204/38—Tyre gauge; 205/38—Torch; 206/38—Torch; 207/38—Torch; 208/38—Torch; 223/38—Torch, hammer, spanner, pair pliers, 2 screwdrivers; 243/38—2 pairs shoes, 2 pairs socks, 2 pairs bloomers, 2 pairs grey trousers; 246/38—Coat, 2 vests, 1 hat; 262/38—Bicycle generator and headlamp; 263/38—Bicycle headlamp; 264/38—Bicycle headlamp; 265/38—Bicycle headlamp; 266/38—Bicycle headlamp; 267/38—Bicycle headlamp; 268/38—Bicycle headlamp; 269/38—Bicycle headlamp; 270/38—Bicycle headlamp; 271/38—Bicycle handbrake, bicycle wheel; 272/38—Pair bicycle pedals; 275/38—Bicycle saddle; 277/38—Bicycle saddle; 278/38—Bicycle pump; 279/38—Bicycle pump; 304/38—Torch, 2 repair outfits, compass, battery, 1 tin of oil, 1 pencil, quantity of screws and hinges; 305/38—2 torches, 2 repair outfits, compass, 4 pencils, 6 sets of spanners, 10 penknives, 2 screwdrivers, 2 mirrors, 2 note books, 3 pipes, 2 locks; 306/38—2 watches, 2 penknives, magnifying glass, steel tape measure, purse and a pencil; 346/38—Shaving brush; 374/38—2 tins sausages, 1 tin coffee and milk, 1 packet Brylcreem.

POLICE ACT, 1892 (section 76).

Property Found in Omnibuses (Unclaimed).

T1/39—13 umbrellas, 1 boy's tweed coat, 1 boy's fawn overcoat, 1 child's brown overcoat, 3 handbags, 29 pair ladies' gloves, 37 odd gloves, 1 child's jersey, 1 shopping bag, 1 pair goloshes, 1 scarf, 1 spectacle case; T2/39—12 umbrellas, 22 pairs gloves, 20 odd gloves, 1 belt, 1 moracain coat, 6 purses, 2 Bibles, 4 caps, 1 beret, 3 spectacle cases, 6 pairs spectacles in cases, 4 pairs spectacles, 1 shaving outfit, 1 tobacco pouch, 2 shopping bags, 2 rugs, 4 pairs bathers, 1 blazer, 1 baby's coat, 1 boy's shirt, 1 hat, 1 coat, 2 oilskin coats, 2 baby's shoes, 3 attache cases, 1 wrist watch.

THE WORKERS' HOMES ACT, 1911.

Dedication of Lots at Victoria Park.

Department of Lands and Surveys,
Corres. No. 1496/39. Perth, 1st November, 1939.
HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the dedication, under the provisions of section 7 of the Workers' Homes Act, 1911, of Canning Locations 1028 to 1085, inclusive (being late Lots 102 to 116, inclusive; 118 to 130, inclusive; 149 to 162, inclusive; 164 to 172, inclusive; 181, 182, 185, 186, 188, 189, and 190 of Canning Location 2) to the purposes of the said Act.

G. L. NEEDHAM,
Under Secretary for Lands.

TEMPORARY ROAD CLOSURE, No. 581—ERRATUM.
5485/97.

IN the *Government Gazette* of the 25th August, 1939, page 1490, for "Katanning" in the second line of paragraph (a) read "Woodanilling."

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Northam Road Board—Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,

Corres. 277/38, Perth, 1st November, 1939.

IT is hereby notified, for general information, that the Northam Road Board has appointed Messrs. Charles Edwin Wilkerson, Clarence William Martin, Lionel Henry Lawrence, Norman Cedric Jack Morrell, Lionel McManus, Alfred James Lavender Smith, Herbert Roy Forward, Thomas Alfred Edward Letch, Robert McMillan, Justin Richard Walsh, Charles Masters, Edward Leslie Dempster, Wilfred Southern, Lionel Freind, Richard Evans Burges, Joseph Thomas Antonio, Austin Michael Sermon, William George Spence, Harold Raymond Klopper, Aubrey John Smith, Arnold Charles Nicholas Quartermaine, James Ross MacKenzie, and Harold George Perrin as Bush Fire Control Officers for the Northam Road District.

G. L. NEEDHAM,
Under Secretary for Lands.

RESERVES.

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

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

1364/39.

KALGOORLIE.—No. 22064 (School Purposes).—Lot No. 3263. (5a. 1r. 13p.) (Plan Kalgoorlie, Sheet 2.)

1816/39.

ULARRING (near Evanston).—No. 22065 (Water—Bore No. 9).—Bounded on the north and east by lines commencing at a point situate about 13 chains south and about 15 chains west from the southern corner of Evanston Residence and Business Area Lot 25 and extending south about 10 chains and west about 10 chains; the opposite boundaries being parallel and equal. (About 10a.) (Plan 35/300.) Pastoral Lease 3266/97 is hereby reduced.

1816/39.

ULARRING (near Evanston).—No. 22066 (Water).—Bounded on the north and west by lines commencing at a point situate about 17 chains 50 links south and about 32 chains east from the southern corner of Evanston Residence and Business Area Lot 25 and extending east about 85 chains and south about 100 chains; the opposite boundaries being parallel and equal. (About 850a.) (Plan 35/300.) Pastoral Lease 3266/97 is hereby reduced.

1098/39.

REEDY.—No. 22067 (Hall Site—Royal Antediluvian Order of Buffaloes).—Lot No. 6 (1r.) (Plan Reedy Townsite.) Reserve 21193 (Excepted from Sale) is hereby reduced.

G. L. NEEDHAM,
Under Secretary for Lands.

AMENDMENT OF AREA AND BOUNDARIES OF RESERVE.

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

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the area and boundaries of the following reserve being amended as described in the Schedule below, for the purpose therein set forth; the area and boundaries previously published in the *Government Gazette* being hereby cancelled:—

15019/11.

VICTORIA (Spearwood Well).—No. 14106 (Camping and Public Utility).—Bounded by lines commencing at the south-west corner of Location 5532 and extending south to the western side of a one chain road; thence southward along said road for a distance of 12 chains 62 7/10th links; thence west 22 chains 7 2/10th links; thence north 21 chains and east 26 chains 70 links to the starting point. (53a. 1r. 18p.) (Plan 128/80, A3; Diagram 60683.) Reserve 16695, Location 4183 (Water) is hereby cancelled.

G. L. NEEDHAM,
Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVE No. 20292—AT ROCKINGHAM.

Department of Lands and Surveys,
Corres. No. 7283/03. Perth, 1st November, 1939.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1938, of the purpose of Reserve 20292 (Rockingham Lot 269) being changed from "Road Board Office Site" to "Road Board Office Site and Telephone Exchange." (Plan Rockingham.)

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, 1933-1938, for non-payment of rent or other reasons:—

Name, Lease, District, Reason, Corres. No., Plan.
Bassanelli, Enea; 348/919; Kojonup 7205, 6261; £1 0s. 3d.; 1651/38; 417/80.
Cullinane, A. M.; 3125/153; Wubin 29; £5 11s. 9d.; 2915/15; Wubin.
Cullinane, A. M.; 2836/153; Wubin 4; £8 7s. 7d.; 752/15; Wubin.
Dixon, E. E.; 338/2059; Mount Pabuer 17; £40 10s. 0d.; 729/35.
Greenham, P. T.; 22284/68; Avon 25034; £166 11s. 3d.; 4699/26; 56/80.
Knapp, H. E.; 23008/68; Ninghan 2636; £23 2s. 11d.; 3279/27; 65/80.
Lanzed, W. H.; 40000/55; Yilgarn 465; £49 3s. 11d.; 1375/23; 23/80.
Munyard, J. W. MacL.; 347/1946; Victoria pt. 7568, 5864; £2 11s. 6d.; 2186/37; 90/80.
Simmonds, V. E.; 347/1553; Williams 10549; £1 15s. 0d.; 1787/37; 385/40, A & B.
Williams, W. H.; 1340/41A; Kalgoorlie 1344; £0 5s. 0d.; 7071/00; Kalgoorlie.

G. L. NEEDHAM,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

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

IT is hereby notified, for general information, that the undermentioned lots are now open for sale, under the conditions specified, by public auction, as provided by the Land Act, 1933-37, at the following upset prices:—

Applications to be lodged at Bridgetown.

3195/19.—BRIDGETOWN, Town, 646 (1a. 2r. 27p.), £20; 640 (1a. 2r.), £12 10s.

11193/07, Vol. 3.—NOGGERUP, Town, 3 (2r. 31p.), 4 (2r. 21p.), £12 10s. each.

Applications to be lodged at Kalgoorlie.

2034/17, Vol. 4.—BOULDER, Town, 2501 (Lane street), £25; 2255 (Ware street), £15; 772 (Evans street) and 425 (Davis street), £12 10s. each; subject to payment for improvements (if any).

Applications to be lodged at Perth.

7067/97.—CHIDLOW, Town, 295 (3r. 4.5p.), £15.

Applications to be lodged at Southern Cross.

3655/12.—SOUTHERN CROSS, Town, 445, £30; 177, £20; 104, £15; 99, £12; 107, 109, 110, 569, 262, 282, 297, 299, 300, 301, 302, 303, 499, 504, 508, 516, 524, 525, 534, 539, 540, and 549, £10 each; 377, 379, and 384, £8 each; 429, £5; Suburban for Cultivation, 714 (4a. 2r. 23p.), 715 (5a. 0r. 32p.), and 716 (6a. 1r. 3p.), £15 each; 722 (3a. 3r. 32p.), £10.

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

G. L. NEEDHAM,
Under Secretary for Lands.

GOVERNMENT LAND SALES.

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

BUSSELTON.

8th November, 1939, at 3 p.m., at the Agricultural Bank—

- ‡Cowaramup—*36, 4a. 0r. 29p., £15.
- ‡Margaret River—*97, 10a., £30.

GERALDTON.

8th November, 1939, at 3.15 p.m., at the District Lands Office—

- ‡Narngulu—*77, 9a. 2r. 23p., £40.

SOUTHERN CROSS.

8th November, 1939, at 3 p.m., at the District Lands Office—

- Southern Cross—Town 110, 1r., £10.
- Westonia—Town 257, 39.9p., £15.

ALBANY.

9th November, 1939, at 2.30 p.m., at the Court House—

- ‡Mt. Barker—*360, 21a. 1r. 24p., £40.

PERTH.

10th November, 1939, at 11 a.m., at the Department of Lands and Surveys—

- ‡Mount Helena—*274, 6a. 3r. 24p., £20.

COOLGARDIE.

17th November, 1939, at 11 a.m., at the Mining Registrar's Office—

- Coolgardie—Town 1563, 1r., £12 10s.

BRIDGETOWN.

21st November, 1939, at 12 noon, at the District Lands Office—

- ‡Bridgetown—Town 640, 1a. 2r., £12 10s.; 646, 1a. 2r. 27.5p., £20.
- ‡Noggerup—Town 3, 2r. 31p., 4, 2r. 21.5p., £12 10s. each; *71, 4a. 3r. 27p., 72, 4a. 3r. 29p., 73, 5a. 0r. 27p., 74, 4a. 2r. 23p., 75, 4a. 2r. 29p., 76, 5a. 2r. 6p., £12 each.

KALGOORLIE.

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

- ‡Kalgoorlie—Town (Hay street) R396, 39.6p., £12 10s.; (Lyall street) 1599, 1r., £10; (Varden street) 2222, 1r., £15; (Campbell street) 1232, 1r. £10; (Oberthur street) 1520, 1533, 1r. each, £10 each; (Davidson street) 2580, 1r., £10, 2583, 1r., £12 10s.; (Whitlock street) 2576, 1r., £10.

- ‡Hannans Sub. Area—Town (Killarney street) 151, 1r., £10, 152, 1r., £12.

- ‡Boulder—Town (Frank street) 1500, 1r., £12 10s., 1504, 1r. 4p., £12 10s.; (Ware street) 2256, 1r. 3.5p., 2258, 2259, 2285, 2286, 1r. 3p. each, £10 each; (Harvey street) 2318, 1r. 3.5p., £12 10s.; (Johnston street) 735, 1r., £10; (Davis street) 254R, 1r., £10; (North terrace) 1058, 1r., £10.

- ‡South Boulder—Town F90, 1r., £10.
- Somerville—*139, 3a. 0r. 32p., £10.

*Suburban for cultivation.

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

‡The provision of clause 22 of the regulations for the sale or leasing of Town and Suburban lands at auction shall not apply 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 PORTION OF RESERVE 529.

Northam Land Agency.

Grazing Purposes.

Section 32 of the Land Act, 1933-1938.

Department of Lands and Surveys,

Corres. No. 707/95. Perth, 25th October, 1939.

TENDERS for the leasing of the land comprised within portion of Reserve 529, as described in the Schedule hereunder (situated at Belaring Well), containing about 5 acres, are invited.

The above land will be available for leasing under section 32 of the Land Act, 1933-1938, for a term of ten years. Subject to the payment of cost of survey, £5, with tender; such survey to be effected when a surveyor is next in the locality.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of three pounds per annum), indorsed "Tender for portion of Reserve 529 shown on Public Plan No. 27D/40, A4," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Northam, on or before Wednesday, the 15th November, 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 27D/40, A4.)

G. L. NEEDHAM,
Under Secretary for Lands.

Schedule.

That portion of Reserve 529 bounded by lines commencing at a point on its southern boundary situate 5 chains 31 links from its south-western corner and extending 333deg. about 7 chains; thence 63deg. about 7 chains; thence 153deg. about 7 chains 50 links to the southern boundary of the reserve; thence westwards along said southern boundary to the starting point.

LAND OPEN FOR PASTORAL LEASING

Under Part VI. of the Land Act, 1933-1938.

IT is hereby notified that the land described hereunder will be available for general selection under Part VI. of the Land Act, 1933-1938, on and after the date specified:—

WEDNESDAY, 8th NOVEMBER, 1939.

PERTH LAND AGENCY.

Eastern Division.

Wells District (near Mt. Moore).

Corres. 1580/39. (Plans 69 and 70/300.)

That area of unsurveyed land, containing about 170,000 acres, being G. W. Falconer's cancelled application.

WEDNESDAY, 15th NOVEMBER, 1939.

PERTH LAND AGENCY.

Eastern Division.

Nuleri and Yamarna Districts (near Judson Soak and Mt. Shenton).

Correspondence 401/34. (Plan 51/300.)

That area of unsurveyed land, containing about 107,951 acres; being H. L. Brown's forfeited Pastoral Lease No. 395/408.

WEDNESDAY, 22nd NOVEMBER, 1939.

PERTH LAND AGENCY.

Kimberley Division.

Omalinde District (near Mt. Throssell).

Corr. 457/39. (Plan 140/300.)

That area of unsurveyed land, containing about 75,000 acres; being Sahanna Dad-Mahomed's cancelled application.

Eucla Division.

Dundas District (near Lake Kirk; and Princess Royal).

Corr. 7786/09. (Plans 350/80 and 10/80.)

Those areas of unsurveyed land, containing about 19,514 acres, 2,250 acres, and 37,320 acres; being Jas. Crabbe's forfeited Pastoral Leases No. 749/95, 1006/95, and 750/95.

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, 1933-1938, 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, 8th NOVEMBER, 1939.

GERALDTON LAND AGENCY.

Victoria District (about 13½ miles north-east of Maya).

Corr. No. 1154/30. (Plan 96/80, D3.)

Location 7000, containing 692a. 1r., at 2s. 9d. per acre; classification page 8 of 535/31; also Locations 8882 and 9327, containing 2,249a. 0r. 37p., at 1s. 9d. per acre; classification page 5 of 1154/30; if these three blocks are selected as one holding the price will be 2s. per acre; subject to payment for improvements. This cancels the previous *Government Gazette* notice relating to these blocks dated 23/7/37.

NARROGIN LAND AGENCY.

Roe District (about 16 miles east of Karlgarin).

Corr. No. 3901/38. (Plan 375/80, B & C2.)

Location 1509, containing 2,834a. 0r. 23p., at 4s. 6d. per acre; classification page 1 of 1953/28; subject to payment for improvements; being W. H. Marsh's cancelled application.

NORTHAM LAND AGENCY.

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

Corr. No. 4/39. (Plan 57/80, C4.)

Locations 2831 and 3221, containing 2,566a. 1r. 34p., at 5s. per acre; classification page 5 of 8675/13 and page 2 of 2364/27; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being E. J. Wall's cancelled application.

Ninghan District (about 11 miles east of Nugadong).

Corr. No. 681/38. (Plan 89/80, EF4.)

Locations 646 and 647, containing 1,998a., at 7s. per acre; classification page 44 of 1009/23; subject to Agricultural Bank indebtedness and a cropping lease expiring 28th February, 1940; being J. Bain's forfeited Lease 347/2068.

PERTH LAND AGENCY.

Peel Estate (about two miles east of Balmanup).

Open under Part V. of the Land Act, 1933-38.

635/39. (Plan Peel Estate, Sheet 1.)

Lots 688 and 690, containing 231a. 2r. 6p.; purchase money—£131; first half-year's instalment as deposit—£2; half-yearly instalment over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£4 4s. 7d.; to returned soldiers, at 4½ per cent. p.a.—£3 19s. 8d.; subject to the conditions applying to this estate and to timber conditions; being G. Williams' cancelled application.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about six miles east of Beete Siding).

Corr. No. 4759/28. (Plan 371/80, B & C3 & 4.)

Location 977, containing 1,080a. 0r. 18p., at 5s. per acre; classification page 27 of 4759/28; subject to exemption from road rates for two years from date of approval of application and also to mining conditions. This cancels the previous *Gazette* notice dated 12th March, 1931.

Fitzgerald District (about two miles north of Kumarl Siding).

Corr. No. 3056/28. (Plan 371/80, A & B4.)

Location 1153, containing 1,271a. 3r. 27p.; subject to pricing and payment for improvements, if any, and also to mining conditions. This cancels the previous *Government Gazette* notice relating to this block.

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

Corr. No. 6737/22. (Plan 392/80, B3 & 4.)

Location 451, containing 1,022a. 3r. 36p.; subject to pricing and to payment for improvements, if any; being R. T. Deeble's forfeited Lease 12893/56.

Fitzgerald District (near Kumarl Siding).

Corr. No. 3057/28. (Plan 371/80, B4.)

Location 1154, containing 1,060a. 2r. 3p., at 5s. per acre; classification page 29 of 428/26; subject to payment for improvements, if any, and to mining conditions. This cancels the previous *Government Gazette* notice relating to this block.

Fitzgerald District (about 2½ miles east of Kumarl).

Corr. No. 4854/28. (Plan 371/80, B4.)

Location 1161, containing 1,136a. 1r. 27p., at 4s. 9d. per acre; classification page 20 of 4854/28; subject to mining conditions and to payment for improvements, if any; being W. A. Smale's forfeited Lease 55/1290.

THURSDAY, 9th NOVEMBER, 1939.

BRIDGETOWN LAND AGENCY.

Sussex District (about six miles south of Busselton).

Corr. No. 192/39. (Plan 413C/40, D3.)

Location 2051, containing 160a. 1r. 38p., at 4s. per acre; classification page 6 of 192/39; subject to payment for improvements (valued at £11 5s.) in four quarterly instalments, also subject to timber conditions and conditions governing selection in this district; being I. M. Johnson's cancelled application.

WEDNESDAY, 15th NOVEMBER, 1939.

BEVERLEY LAND AGENCY.

Avon District (about 40 miles west of Youraling).

Corr. No. 2227/38. (Plan 342C/40, E3.)

Location 12688, containing 411a. 3r. 4p., at 3s. 3d. per acre; classification page 9 of 2227/38; subject to exemption from road rates for two years from date of approval of application and to the eradication of poison before the Crown grant will issue; being I. H. and K. Butchers' forfeited Lease 347/2215.

Roe District (about 21 miles east of Emu Hill).

Corr. No. 742/39. (Plan 345/80, E1.)

Location 973, containing 1,569a. 3r. 28p., at 4s. 9d. per acre; classification page 25 of 5876/26; subject to payment for improvements; being L. E. S. Candy's cancelled application.

GERALDTON LAND AGENCY.

Victoria District.

Corr. No. 1664/39. (Plan 156/80, C2.)
Location 7611, containing 3a. 3r. 2p., at 15s. per acre; being a closed road available only to owner of adjoining land; being A. K. Rumble's cancelled application.

NORTHAM LAND AGENCY.

Ninghan District (about 12 miles north-east of Kalannie).

Corr. No. 1092/32. (Plan 88/80, C4.)
Location 2905, containing 2,126a. 2r. 20p., at 8s. 6d. per acre; classification page 13 of 1388/30, Vol. 1; subject to payment for improvements; being M. J. Sheehan's forfeited Lease 68/3501.

Ninghan District (about three miles north of Welbungin).

Corr. No. 4070/15. (Plan 55/80, D2.)
Location 580, containing 996a. 0r. 15p., at 6s. 9d. per acre; classification page 19 of 9149/09; subject to indebtedness to the Agricultural Bank, Industries Assistance Board, Minister for Lands, and Colonial Treasurer; being W. Bagshaw's forfeited Lease 12012/56.

PERTH LAND AGENCY.

Peel Estate (near Wellard).

Corr. No. 1838/20, Vol. 3. (Plan 341D/40, B3.)
Lot 94, containing 27a. 2r. 26p.; purchase price—£13 16s. 7d.; deposit—£2; half-yearly instalment for 29½ years:—civilian, 5 per cent. p.a.—8s. 3d.; returned soldiers, at 4½ per cent. p.a.—7s. 6d.; subject to the usual conditions relating to this estate and to the usual timber reservation conditions.

Swan District (about seven miles east of Wannamal).

Corr. No. 1338/35. (Plan 31/80, E2 & 3.)
Location 2461, containing 2,404a. 2r. 26p., at 4s. 3d. per acre; classification page 4 of 3480/29; exempt from road rates for two years from date of approval of application; being A. C. G. Smythe's forfeited Lease 347/781.

Oldfield District (near Kuliba Siding).

Corr. No. 246/28. (Plan 421/80, A3.)
Locations 81 and 333, containing 1,005a., at 3s. 9d. per acre; classification page 11 of 1201/14; subject to mining conditions and to payment for improvements. This cancels the previous *Gazette* notice relating to these locations.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about 3½ miles south-west of Grass Patch).

Corr. No. 814/23. (Plan 402/80, B & C2.)
Locations 58, 59, and 60, containing 932a., at 6s. 3d. per acre; classification page 12 of 814/23; subject to payment for improvements, if any; being S. Brenton's forfeited Leases 40061/55 and 23399/74.

Fitzgerald District (about 10 miles east of Kumarl).

Corr. No. 3111/26. (Plan 371/80, C & D4.)
Location 1002, containing 1,093a. 3r. 18p., at 5s. per acre; classification page 16 of 5608/25; subject to payment for improvements (if any) and to mining conditions; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 16/11/31.

Fitzgerald District (about two miles north of Kumarl).

Corr. No. 3058/28. (Plan 371/80, B4.)
Location 1156, containing 1,000a. 3r. 10p., at 4s. 9d. per acre; classification page 25 of 3058/28; subject to payment for improvements (if any) and to timber and mining conditions; being J. Ford's forfeited Lease 55/1137.

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

Corr. No. 78/23. (Plan 392/80, A3.)
Locations 386 and 769, containing 1,000a. 1r. 8p., at 4s. 9d. per acre; classification page 30 of 6194/21; subject to payment for improvements, if any; being N. Fattorini's forfeited Leases 39793/55 and 23190/74.

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

Corr. No. 4626/22. (Plan 392/80, B3.)
Location 357, containing 1,057a. 0r. 2p., at 4s. 9d. per acre; classification page 21 of 6194/21; subject to payment for improvements, if any; being W. J. McKenna's forfeited Lease 12874/56.

Fitzgerald District (about 10 miles south-west of Salmon Gums).

Corr. No. 750/28. (Plan 392/80, A3.)
Location 650, containing 999a. 3r. 8p., at 4s. per acre; classification page 52 of 3760/23; subject to payment for improvements, if any; being F. Fattorini's forfeited Lease 55/1191.

Fitzgerald District (about three miles north of Salmon Gums).

Corr. No. 2483/25. (Plan 392/80, B2.)
Location 367, containing 1,007a. 2r. 27p., at 5s. per acre; classification page 70A of 2483/25; subject to payment for improvements, if any; being N. G. Basula's forfeited Lease 41513/55.

Fitzgerald District (about four miles north-east of Salmon Gums).

Corr. No. 1496/25. (Plan 392/80, C2.)
Locations 486 and 222, containing 997a. 3r. 23p., at 4s. 9d. per acre; classification page 25 of 1096/22; subject to payment for improvements, if any; being W. J. Spratt's forfeited Leases 41398/55 and 24510/74.

THURSDAY, 16th NOVEMBER, 1939.

BRIDGETOWN LAND AGENCY.

Nelson District (near Lake Muir).

Corr. No. 604/33. (Plan 443/80, D4.)
The unsurveyed area, containing about 145 acres, bounded on the north by Locations 1450 and 1364, on the east by Location 1449, on the south by a line in prolongation west of the south boundary of Location 1449 aforesaid, on the westward by Road No. 3792; available subject to survey, classification and pricing.

Nelson District (about one mile westward of Mullalyup).

Corr. No. 1436/39. (Plans 414D/40, C3; 414C/40, D5.)

The unsurveyed area, containing about 20 acres, bounded on the northward by Dardanup-Manjimup road (No. 51), on the east by a line in prolongation south of the east boundary of Location 1447, on the southward and westward by the Bunbury-Bridgetown railway; available subject to survey, classification, pricing, and the usual timber reservation conditions.

Sussex District (about two miles east of Margaret River Siding).

Corr. No. 1319/31. (Plan 440A/40, B2.)
Location 2665, containing 112a. 3r. 32p., at 12s. per acre; classification page 7 of 1319/31; subject to timber condition, the conditions governing selection in this district, and payment for improvements; being W. Blain's (junior) forfeited Lease 74/1371.

WEDNESDAY, 22nd NOVEMBER, 1939.

ALBANY LAND AGENCY.

Plantagenet District (about eight miles north of Two People Bay).

Corr. No. 7285/23. (Plan 450/80, A3.)
The unsurveyed area, containing about 500 acres, bounded by lines commencing at the north-eastern corner of Location 2715 and extending eastward along the Albany-Bremer Bay road for a distance of about 80

chains; thence south to the Telegraph Line; thence south-westward along said Telegraph Line to the production east of the south boundary of Location 2715 aforesaid; thence west along said production to the south-east corner of said Location 2715; thence north along its east boundary to the starting point; available subject to survey, classification, pricing and the right of the Government to enter upon such land to construct and maintain any drains free of compensation.

BUNBURY LAND AGENCY.

Dardaup Repurchased Estate.

Open under Part V. of the Land Act, 1933-1938, as modified by Part VIII.

Corres. 721/39. (Plan 411D/40, B3.)

Lot 13, containing 51a. 1r. 12p.; purchase money—£680 1s. 2d.; half-yearly instalment first 5 years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£15 6s.; to civilians, at 5 per cent. p.a.—£18 19s. 2d.; half-yearly instalment balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£17; to civilians, at 5 per cent. p.a.—£20 3s. 4d.; subject to the right of the Government to enter upon the land and construct and maintain drains as required, free of compensation. Any bridges required for drains passing through blocks must be constructed at selector's expense. This block will only be approved to the applicant who satisfies the Land Board that he has the necessary capital and experience to successfully work the holding.

Murray District (about four miles west of Yalup Brook).

Corr. No. 306/39. (Plan 383A/40, B1.)

The area, containing about 150 acres, bounded on the north by Locations 357 and 354, on the east by Location 1245, on the south by Locations 325 and 326, on the west by a one-chain road passing along the east boundaries of Locations 276 and 1243; available subject to classification, pricing, and the usual timber reservation conditions.

GERALDTON LAND AGENCY.

Victoria District (near Podooloo Well).

Corr. No. 1723/37. (Plan 94/80, A2.)

Location 1475, containing 100a. 0r. 30p., at 7s. per acre; classification page 49 of 2550/85; exempt from road rates for two years from date of approval of application; being W. N. K. McNulty's forfeited Lease 365/585.

NARROGIN LAND AGENCY.

Avon District (near Geetabin Spring).

Corr. No. 14176/03. (Plan 377/80, D2.)

That portion of Reserve 10392, containing about 120 acres, bounded on the north by Location 6820, on the east by Locations 19694 and 14505, on the south by Location 12564, on the west by Location 9314 (Reserve 16560) and a line in production south of the east boundary of said Location 9314; available subject to survey, classification, pricing, and the excision of any necessary roads; Reserve 10392 (Location 7002—Public Utility) is hereby reduced.

Williams District (about six miles south-east of Boundain Station).

Corr. No. 9286/10. (Plans 385B/40, E2, and 385C/40, E3.)

Location 10127, containing 186a. 3r., at 6s. 6d. per acre; classification page 16 of 9286/10; subject to payment for improvements and exemption from road rates for two years from date of approval of application; being F. L. Boothey's forfeited Leases 15397/74 and 31202/55.

NORTHAM LAND AGENCY.

Ningham District (about 2½ miles north of Welbungin).

Corr. No. 1202/37. (Plan 55/80, D2.)

Location 579, containing 838a., at 7s. 9d. per acre; classification page 70 of 778/11; subject to Agricultural Bank indebtedness and to any necessary survey; being W. Bagshaw's cancelled application.

Ningham District (about nine miles north of Wialki).

Corr. No. 2751/30. (Plan 66/80, F1.)

Locations 3133, 3813, and 3814, containing 1,624a. 3r. 8p., at 7s. per acre; classification page 45 of 5967/27; subject to Agricultural Bank indebtedness; being V. W. S., R. M., and J. M. Rowe's forfeited Leases 68/2767, 74/1109, and 74/1108.

PERTH LAND AGENCY.

Oldfield District (about seven miles north-east of Kundip).

Corr. No. 3786/20. (Plan 421/80, A1.)

Location 56, containing 1,000a., at 7s. 9d. per acre; classification page 15 of 8032/12, Vol. 2; subject to payment for improvements, if any, and to mining conditions. This cancels the previous *Gazette* notice dated 10/9/1937.

Oldfield District (about seven miles north-east of Kundip).

Corr. No. 4386/25. (Plan 421/80, A & B1.)

Locations 52 and 139, containing 999a. 3r. 11p., at 7s. 9d. per acre; classification page 17 of 8032/12, Vol. 2; subject to payment for improvements, if any, and to mining conditions. This cancels the previous *Gazette* notice dated 24/6/1938.

Oldfield District (about five miles north-east of Kundip).

Corr. No. 6146/20. (Plan 421/80, A1.)

Location 53, containing 838a., and Location 54, containing 811a., at 6s. 9d. per acre each; classifications pages 18 and 19 of 8032/12, Vol. 2; subject to payment for improvements. This cancels the previous *Gazette* notice dated 8/7/1931.

Peel Estate (Oaklands) (about 4½ miles north-west of Byford).

Open under Part V. of the Land Act, 1933-38.

Corr. 1050/29. (Plan Peel Estate.)

Lot 195, containing 195a. 2r. 25p.; purchase money—£140; deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£4 10s. 6d.; to returned soldiers, at 4½ per cent. p.a.—£4 5s. 2d.; subject to the special conditions applying to this Estate; being R. Holmes' forfeited Lease 55/1507.

Gascoyne District (near Carnarvon).

Open under Part V., sec. 47 only.

Corr. No. 2022/33. (Plan Locations near Carnarvon.)

Location 175, containing 74a. 2r. 27p., at £1 7s. 6d. per acre, and Location 187, containing 35a. 0r. 28p., at £1 10s. per acre; classifications pages 57 and 52 of File 439/33; subject to payment for improvements, also to the special conditions governing selection in this area; being W. A. Hosken and O. D. Jones' forfeited Lease 55/2622 and V. J. Bach's forfeited Lease 347/1833.

Gascoyne District (near Carnarvon).

Open under Part V., sec. 47.

Corr. No. 188/33. (Plan Locations near Carnarvon.)

Location 94, containing 100a. 0r. 1p., at £1 11s. per acre; classification page 6 of 188/33; subject to the special conditions applying to selection in this area, and to payment for improvements; being H. J. Simper's forfeited Lease 55/2560.

Gascoyne District (near Carnarvon).

Open under Part V., sec. 47.

Corr. No. 187/33. (Plan Locations near Carnarvon.)

Location 95, containing 100a. 0r. 35p., at £1 10s. per acre; classification page 6 of 187/33; subject to the special conditions applying to selection in this area and to payment for improvements; being W. J. Sumpton's forfeited Lease 55/2561.

Gascoyne District (near Carnarvon).

Open under Part V., sec. 47.

Corr. No. 186/33. (Plan Locations near Carnarvon.)

Location 96, containing 99a. 2r. 39p., at £1 8s. 6d. per acre; classification page 6 of 186/33; subject to the special conditions applying to selection in this area, also to Minister for Lands' and Treasury indebtedness and payment for other improvements, if any; being H. B. Beaman's forfeited Lease 55/2562.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about seven miles east of Kumarl).

Corr. 1987/28. (Plan 371/80, C4.)

Location 1004, containing 1093a. 3r. 1p., at 4s. 9d. per acre; classification page 19 of 5608/25; subject to mining conditions and exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 13/1/1932.

Esperance District (about eight miles south-west of Scaddan).

Corr. No. 1466/27. (Plan 402/80, B4.)

Locations 511 and 1326, containing 1000a. at 6s. per acre; classification page 13 of 437/22; subject to payment for improvements; being A.B. Paterson's forfeited Leases 42379/55 and 25670/74.

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

Corr. No. 2158/26. (Plan 392/80, A and B4.)

Location 278, containing 999a. Or. 20p.; subject to pricing and exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 25/9/1929.

Fitzgerald District (about four miles east of Dowak).

Corr. No. 1118/27. (Plan 392/80, C2.)

Locations 522 and 1209, containing 1000a. Or. 27p., at 5s. per acre; classification page 13 of 1118/27; subject to payment for improvements, if any. This cancels the previous *Gazette* notice dated 7/10/1931.

Fitzgerald District (about three miles west of Salmon Gums).

Corr. No. 4498/22. (Plan 392/80, B2.)

Locations 233 and 123, containing 976a. 1r. 19p.; subject to classification and pricing; exempt from road rates for two years from date of approval of application; being E. O. McBeath's forfeited Leases 16030/68 and 22956/74.

Fitzgerald District (about four miles north of Dowak).

Corr. No. 3968/28. (Plan 392/80, B1.)

Location 1164, containing 1031a. 2r. 32p., at 4s. 6d. per acre; classification page 39 of 428/26; exempt from road rates for two years from date of approval of application; being W. H. Johnson's forfeited Lease 55/1206.

Fitzgerald District (about 4½ miles north of Dowak).

Corr. No. 4670/29. (Plan 392/80, B1.)

Location 1163, containing 993a. 1r. 33p., at 4s. per acre; classification page 38 of 428/26; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 28/10/1931.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about 4 miles north-west of Marvel Loch).

Corr. No. 6057/27. (Plan 23/80, E and F1.)

Location 409, containing 1082a. 3r. 26p., at 5s. 9d. per acre; classification page 191 of 13813/01; subject to mining and timber and the conditions applying to this area and payment for improvements at a capital value of £300; being R. H. Dalley's forfeited Leases 42568/55 and 13222/56.

Yilgarn District (about three miles north of Boddalin).

Corr. No. 2715/24. (Plan 35/80, F4, and 36/80, A4.)

Location 464, containing 1155a. 3r. 22p., at 8s. 3d. per acre; classification page 69 of 4543/22, and Location 770, containing 871a. 1r. 35p., at 5s. 6d. per acre; classification page 5 of 6105/25; subject to Agricultural Bank and Minister for Lands' indebtedness, also to mining and timber conditions; being P. S. B. & J. Cox's forfeited Leases 40909/55 and 20703/68.

THURSDAY, 23rd NOVEMBER, 1939.

BRIDGETOWN LAND AGENCY.

Nelson District (near Yornup).

Corr. No. 70/39. (Plan 439B/40, F2, 439C/40, F3.)

Location 11300, containing 202a. 2r. 18p., at 10s. per acre, excluding survey fee; available subject to the usual timber reservation conditions.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

WHEREAS the Gnowangerup Road Board, by resolution passed at a meeting of the Board, held at Gnowangerup on or about the 20th day of April, 1938, resolved to open the road hereinafter described, that is to say:—

L. & S. 3286/05; M.R. 270/38.

No. 2078: Extension:—A strip of land, one chain wide, leaving the present road at the south-west corner of Kojonup Location 226 and extending eastward along part of northern boundary of Kojonup Location 2522 and south-eastward as shown on Diagram No. 57411, (widening in part) through the latter location to its east boundary.

Widenings:—

(a) Portions of Kojonup Locations 4496 and 1380 bounded by lines commencing at a point on western side of the present road 5 chains 44.6 links from the north-east corner of the former location and extending (as shown on Diagram No. 60102) 308deg. 52min. 6 chains 27.8 links and 283deg. 47min. 6 chains 22.7 links through the locations; thence 91deg. 22min. 7 chains 2.5 links, 181deg. 22min. 1 chain; thence 91deg. 22min. 51.9 links, and 141deg. 10min. 5 chains 44.6 links to the starting point.

(b) Portion of Kojonup Location 2523 bounded by lines commencing on a southern side of the present road at its north-west corner and extending (as shown on Diagram No. 57410) 90deg. 3min. 4 chains 52.3 links, 115deg. 12min. 5 chains 57.1 links; thence 283deg. 57min. 9 chains 85.4 links to starting point.

(c) Portions of Kojonup Locations 2024 and 2523 bounded by lines commencing on a south-western side of the present road in the former location 4 chains 58.9 links from its west boundary and extending (as shown on said Diagram No. 57410) 310deg. 9min. 4 chains 42.5 links and 292deg. 33min. 4 chains 38 links through said locations; thence 103deg. 50min. 4 chains 53.2 links and 138deg. 45min. 4 chains 58.9 links along said side of the present road to the starting point. (Plans 436B/40, E1 and 417/80, E4.)

WHEREAS the BRUCE ROCK Road Board, by resolution passed at a meeting of the Board, held at Bruce Rock on or about the 28th day of April, 1938, resolved to open the road hereinafter described, that is to say:—

7722/22.

No. 6904: Extension:—A strip of land, one chain wide, leaving the present road on the south boundary of Avon Location 18414 and extending south along the east boundary of Location 18410 to a surveyed road at the latter's south-east corner. (Plan 4/80, B4.)

WHEREAS the BRUCE ROCK Road Board, by resolution passed at a meeting of the Board, held at Bruce Rock on or about the 28th day of April, 1938, resolved to open the road hereinafter described, that is to say:—

7722/22.

No. 10005:—A strip of land, two chains wide (widening in part), leaving a surveyed road on the west boundary of Avon Location 19373 and extending eastward (as shown Diagram No. 58821) through and along a southern boundary of said location to the west boundary of Location 24090. (Plan 4/80, B & C4.)

WHEREAS the BRUCE ROCK Road Board, by resolution passed at a meeting of the Board, held at Bruce Rock on or about the 28th day of April, 1938, resolved to open the road hereinafter described, that is to say:—

7722/22.

No. 13006:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 58822), commencing at the south-west corner of Avon Location 19419 and extending north along its west boundary to a surveyed road at its north-west corner. (Plan 4/80 B4.)

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

And whereas the said Boards have caused a copy of the said notices to be served upon the owners and occupiers of the said lands resident within the State, or such

of them as can with reasonable diligence be ascertained, either personally or by registered letter posted to their last-named places of abode.

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

Dated this 3rd day of November, 1939.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

WHEREAS P. D. Forrest and J. H. Cumming, being the owners of land over or along which the undermentioned roads, in the UPPER BLACKWOOD Road District pass, have applied to the Upper Blackwood Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

6656/24.

B. 454:—The surveyed roads as hereunder set out:—

(a) Along a west boundary of Nelson Location 7719 and through Location 1496 (passing along the south boundary of Location 204); from the south-east corner of Locations 210 to Road No. 2257 passing through said Location 1496.

(b) Through Location 583 and along part of the north and the east boundary of Location 582 and along part of the north boundary of and through Location 584 and along the north boundary of Location 2179; from the north-east corner of Location 585 to the north-east corner of said Location 2179.

(c) Through Locations 583 and 1496; from the road described in paragraph (a) to the road described in paragraph (b). (Plan 438A/40, B1.)

WHEREAS J. C. Haig and J. W. Green, being the owners of land over or along which the undermentioned road, in the CARNAMAH Road District passes, have applied to the Carnamah Road Board to close the said road, which is more particularly described hereunder, that is to say:—

3442/15.

C400:—The surveyed road passing through Victoria Location 3319 and along the north boundary of Location 7075; from the west boundary of the former location to a surveyed road at the north-east corner of the latter location. (Plan 95/80, A & B2.)

WHEREAS C. E. and F. G. Hutton, E. R. Scott, and W. Roberts, being the owners of land over or along which the undermentioned roads, in the CAPEL Road District pass, have applied to the Capel Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

3834/07.

C. 402:—The surveyed roads, as hereunder described:—

(a) Along the south boundary of Sussex Location 4216; from a surveyed road at its south-east corner to Road No. 3096 at its south-west corner;

(b) along part of the East boundary of Location 976; from the road described in paragraph (a) at its north-west corner to the junction of a northern side of Road No. 3096 with its west boundary. (Plans 413B/40, F2, and 414A/40, A2.)

WHEREAS A. N. B. Were, F. E. and F. R. Overhue, and H. L. and F. Flint, being the owners of land over or along which the undermentioned roads, in the CORRIGIN Road District pass, have applied to the Corrigin Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

4867/20.

C. 403. The whole of Road No. 6376 passing along the south boundary of Avon Location 9694 and through Location 17702; from a surveyed road at the south-west corner of the former location, to Road No. 2746 on the north-east boundary of the latter location.

Also the surveyed road passing through Location 17702 and along the east boundary of Location 16003, part of the north and the east boundary of Location 23907 and the east boundary of Location 11992; from Road No. 2746 on the north-east boundary of the first-

mentioned location, to a surveyed road at the south-east corner of the last-mentioned location. (Plan 344/80, A. 3 and 4.)

WHEREAS A. E. D. Penny, being the owner of land over or along which the undermentioned road, in the CUBALLING Road District passes, has applied to the Cuballing Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1421/37.

C. 405:—The surveyed road passing along the eastern-most boundary of Williams Location 7888 from its north-east corner to a surveyed road at its south-east corner. (Plan 378D/40, A3.)

WHEREAS Aubrey James Cain, being the owner of land over or along which the undermentioned road, in the CAPEL Road District passes, has applied to the Capel Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1246/39.

C407: The surveyed road passing along the east boundary of Wellington Location 3787; from its south-east corner to a surveyed road at its north-east corner. (Plan 414A/40, A1.)

WHEREAS P. A. Morris and E. B. Clarke, being the owners of land over or along which the undermentioned roads, in the DUMBLEYUNG Road District pass, have applied to the Dumbleyung Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

1021/39.

D. 264: The surveyed roads—

(a) Along the north boundary of Williams Location 8211; from the north-west corner of said location to a surveyed road at its north-east corner.

(b) Along the east boundary of Location 7993 and through Location 12111; from a surveyed road at the south-east corner of the former location to Road No. 8213 passing along the southern side of the Dumbleyung-Kukerin Railway reserve. (Plan 408/80, D1.)

WHEREAS R. H. Roberts and M. A. Woodley, being the owners of land over or along which the undermentioned road, in the DRAKESBROOK Road District passes, have applied to the Drakesbrook Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1457/34.

D. 265:—Portion of Paterson road passing along the south boundary of Drakesbrook Sub. Lot 41; from the eastern side of the south-western railway reserve at the south-west corner of said lot to Road No. 41 at its south-east corner. (Plan Drakesbrook Townsite.)

WHEREAS A. J. Hueppauff, A. Mills, H. Aseroff, and A. Rangott, being the owners of land over or along which the undermentioned road, in the KATANNING Road District passes, have applied to the Katanning Road Board to close the said road, which is more particularly described hereunder, that is to say:—

5126/25.

K. 269.—The surveyed road along parts of the south boundaries of Kojonup Locations 3029 and 5393; from a surveyed road at the north-west corner of Location 7955, to Road No. 7741 at its north-east corner. (Plan 417D/40 C.3.)

WHEREAS G. N. Lewis, being the owner of land over or along which the undermentioned roads, in the KOJONUP Road District pass, has applied to the Kojonup Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

1340/36.

K. 272: Portion of Road No. 9907 bounded by lines commencing on the west side of the present road 11 chains 37.6 links north from the south boundary of Kojonup Location 4515 and extending 300deg. 26min. 1 chain 1.3 links, 60deg. 52min. 1 chain; thence 180deg. 1 chain to the starting point.

Portion of Road No. 9907 bounded by lines commencing on the south boundary of Kojonup Location 4024, 270deg. 2 chains from its original south-east corner and extending 45deg. 1 chain 41.4 links, 180deg. 1 chain; thence 270deg. 1 chain to the starting point. (Plan 438B/40, F1.)

WHEREAS the Honourable the Minister for Lands, being the owner of land over or along which the undermentioned road, in the KALGOORLIE Road District passes, has applied to the Kalgoorlie Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1110/37.

K. 273:—The surveyed road commencing on the north-eastern boundary of Tailings Lease 49E and extending north-eastward and east to and along the south boundary of M.H.L. 25E and north along the latter's east boundary to the southern side of Road No. 677 at its north-east corner; commencing again on the northern side of Road No. 677 at the south-east corner of M.H.L. 42E and extending north-eastward, passing through vacant Crown land, across the Transcontinental Railway Reserve and through Reserve 8767 and Pastoral Lease 3701/97 to Road No. 833 on the northern boundary of said pastoral lease. (Plan 49/80.)

WHEREAS Y. W. and J. T. O'Connell, being the owners of land over or along which the undermentioned roads, in the MARRADONG Road District pass, have applied to the Marradong Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

5136/14.

M. 395: The surveyed roads, as hereunder set out—

(a) Along part of the west boundary of Williams Location 3737; from the north-west corner of said location to the northern side of the Pinjarra-Narrogin Railway Reserve;

(b) Through Williams Location 315, along part of the south-western boundary of and through Avon Location 2063 and along part of the east and part of the north boundary of the latter location; from the southern boundary of said Location 315 to the intersection of a south-eastern side of Road No. 770 with the north boundary of said Location 2063. (Plan 379C/40, D4.)

WHEREAS D., J. J. and J. T. Mottram, being the owners of land over or along which the undermentioned roads, in the MANJIMUP Road District pass, have applied to the Manjimup Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

12837/03.

M. 397. (a) The surveyed road passing through Nelson Location 3742, from its northern boundary to its southern boundary.

(b) Portion of Road No. 3465, passing along the east boundary of Nelson Location 4169; from the south-east to the north-east corners of said location. (Plans 442B/40, F2, and 443A/40, A2.)

WHEREAS S. W., E. B. and M. M. Watts, A. L. Ripper, and the Young Men's Christian Association, being the owners of land over or along which the undermentioned road, in the MUNDARING Road District passes, have applied to the Mundaring Road Board to close the said road, which is more particularly described hereunder, that is to say:—

7433/08.

M. 398:—The road extending along southern boundaries of Mount Helena Suburban Lots 180, 181, Swan Locations 2068 and 2067, and Lots 182 and 183; from a closed road at the south-west corner of the first-mentioned lot to the south-east corner of the last-mentioned lot. (Plan Mount Helena.)

WHEREAS R. R. Blight and M. R. Cairns, being the owners of land over or along which the undermentioned road, in the WAGIN Road District passes, have applied to the Wagin Road Board to close the said road, which is more particularly described hereunder, that is to say:—

439/39.

W. 579:—The surveyed road passing along a south boundary of Williams Location 2952 and part of the west and the south boundary of Location 2323; from Road No. 1982 at a north-west corner of Location 2946, to Road No. 8005 at the south-east corner of said Location 2323. (Plan 409B/40, D1.)

And whereas such applications have been duly published in the *Government Gazette*:

And whereas the said Boards have assented to the said applications:

And whereas the Lieutenant-Governor in Executive Council has confirmed the said assents:

It is hereby notified that the said Roads are closed.

Dated this 3rd day of November, 1939.

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
1939.		1939.	
Oct. 18	Kalgoorlie Infants' School—New Brick Latrines (8980)	(2.30 p.m. on Tuesday) 7th November ...	Contractors' Room, Perth, and Public Works Department, Kalgoorlie, on and after Tuesday, the 24th October, 1939.
Oct. 18	Kalgoorlie Public Buildings—New Brick Latrines (8981)	7th November ...	Contractors' Room, Perth, and Public Works Department, Kalgoorlie, on and after Tuesday, the 24th October, 1939.
Oct. 18	Codgaton School Erection—Removal of Coranning School (8979)	7th November ...	Contractors' Room, Perth; Court House, Pinjarra, and Court House, Narrogin on and after Tuesday, the 24th October, 1939.
Oct. 25	Point Heathcote Mental Reception Home, New Treatment Block—Terazzo Floors and Skirtings (8982)	7th November ...	Contractors' Room, Perth, on and after Tuesday, the 31st October, 1939.
Oct. 26	Claremont Hospital for Insane, New Treatment Block—Fibrous Plaster Ceilings (8971)	7th November ...	Contractors' Room, Perth, on and after Tuesday, the 31st October, 1939.
Oct. 26	Point Heathcote Mental Reception Home, New Treatment Block—Fibrous Plaster Ceilings (8972)	7th November ...	Contractors' Room, Perth, on and after Tuesday, the 31st October, 1939.
Nov. 1	Sandstone Hospital—Repairs and Renovations (8983)	21st November ...	Contractors' Room, Perth; Public Works Department Office (Geraldton), and Sandstone Hospital, Sandstone, on and after Tuesday, the 7th November, 1939.
Nov. 2	Eight-Mile Reserve School, Erection—Removal of Kenninup School (8984)	21st November ...	Contractors' Room, Perth, and Public Works Office, Bunbury, on and after Tuesday, the 7th November, 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, 1919-1938.

Westonia Road Board.

Department of Public Works,
Perth, 30th October, 1939.

P.W. 516/28.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has approved of the erection of a residence for the Board's secretary as a work and undertaking for which money may be borrowed under Part VII. of the Road Districts Act, 1919-1938, by the Westonia Road Board.

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

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 1316/36.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in Area 5, Part 2, Cottesloe, within the boundaries of the Municipality of Cottesloe:—

Commencing at a point in the centre of Napier street opposite the west boundary of Lot 13, Napier street, and proceeding east along the centre of Napier street to the centre of Henry street; thence north along the centre of Henry street to the centre of Athelstan street; thence east along the centre of Athelstan street; thence east along the centre of Athelstan street to the western boundary of Railway reserve; thence in a southerly direction along the western boundary of Railway reserve to and across Forrest street and along the western boundary of Railway reserve to the centre of Jarrad street; thence west along the centre of Jarrad street to a point opposite the west boundary of Lot 27, Jarrad street; thence north across Jarrad street and along the west boundary of the said Lot 27 to the centre of the right-of-way; thence west along the centre of the right-of-way to the centre of the right-of-way at the rear of Lots 32 to 29, Barsden street; thence north along the centre of the right-of-way at the rear of Lots 32 to 29, Barsden street, to a point opposite the south boundary of Lot 32, Barsden street; thence west along the south boundary of the said Lot 32 to the centre of Barsden street; thence north along the centre of Barsden street to a point opposite the north boundary of Lot 34, Barsden street; thence east across Barsden street and along the north boundary of the said Lot 34 to the centre of the right-of-way at the rear of Lots 34 to 36, Barsden street; thence north along the centre of the said right-of-way to the centre of the right-of-way at the rear of Lots 7 to 9, Forrest street; thence east along the centre of the said right-of-way to a point opposite the west boundary of Lot 9, Forrest street; thence north along the west boundary of the said Lot 9 to the centre of Forrest street; thence east along the centre of Forrest street to the centre of Cottesloe avenue; thence northerly along the centre of Cottesloe avenue to a point opposite the south boundary of Lot 17, Cottesloe avenue; thence west across Cottesloe avenue and along the south boundary of the said Lot 17 to the centre of Bird street; thence north along the centre of Bird street to a point opposite the north boundary of Lot 15, Cottesloe avenue; thence east across Bird street and along the north boundary of the said Lot 15 to the west boundary of Lot 13, Napier street; thence north along the west boundary of the said Lot 13 to the point of commencement, as shown on Plan M.W.S.S. & D.D., W.A., No. 6404.

The owners of the 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 March, 1940, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st March, 1940, 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 26th day of October, 1939, at the Office of the Department, St. George's place, Perth.

GEO. H. LONG,
Under Secretary.

THE TRAFFIC ACT, 1919-35.

Murray Road Board.

P.W. 917/39.

THE Murray Road Board, pursuant to an Order in Council under section 48 of the Traffic Act, 1919-35, and in exercise of the power thereby conferred, doth hereby make the following by-law, to have effect within the Murray District Road Board. The passage of all vehicles engaged in heavy traffic over all roads, except such roads as are covered with a bituminous surface, within the said Road Board District is hereby prohibited during the months of May, June, July, August, September, and October in every year. For the purpose of this by-law "heavy traffic" shall be as defined by regulation No. 4 of the Traffic Regulations, 1936. Any person who commits a breach of this by-law shall be liable on conviction to a fine not exceeding £20.

The by-law made pursuant to section 43 of the Traffic Act, 1930, and published in the *Government Gazette* dated the 26th day of August, 1932, is hereby repealed.

Made and passed at a meeting of the Murray Road Board on the 17th day of June, 1939.

ARTHUR F. EDWARD,
Chairman.

H. A. SEAR,
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 18th day of October, 1939.

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

WATER BOARDS ACT, 1904-1937.

Water Rates for Year ending 30th June, 1940.

NOTICE is hereby given that the Rate Books for all lands in the Water Areas shown in the Schedule hereto liable to be rated under the abovementioned Act have now been made up and are open for inspection by rate-payers.

By order of the Minister for Water Supply,

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

Perth, 3rd November, 1939.

Notice of Rate.

Notice is hereby given that, under the powers conferred by the above-mentioned Act, the Minister for Water Supply has ordered rates as shown in the Schedule attached hereto to be made and levied for the year ending 30th June, 1940, upon all rateable land entered in the rate books, the making up of which is published in the *Government Gazette* of the 3rd November, 1939, and newspaper; that the minimum rate where provided for shall be as shown on the Schedule, and that a memorandum of such order has been duly entered in the several rate books and signed.

The said rates are now payable in accordance with the by-laws applicable to the several Water Areas shown in the Schedule hereto made under the said Act.

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

Perth, 3rd November, 1939.

SCHEDULE.
Country Lands.

A fixed sum of £5 plus an amount per acre as shown in the second column hereunder:

Water Area.	Rate per acre.
Narembeen	6d.

MUNICIPAL CORPORATIONS ACT, 1906-1938

Subiaco Municipality—Lease of Land.

Department of Public Works,
Perth, 30th October, 1939.

P.W. 1958/37

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has consented, under the provisions of section 211 of the Municipal Corpora-

tions Act, 1906-1938, to the lease of all those pieces of land being:—

1. Those portions of Lots 245, 250, and 234 of Swan Location 2123 on L.T.O. Plan 2869, more particularly delineated and coloured green in lease and being portion of the land comprised in Certificate of Title Volume 336, Folio 150, granted by the Subiaco Municipality to Hume Steel, Limited, of Upham street (south of Salvado road), Subiaco, to be incorporated as from and including the 18th day of June, 1939, with Lease No. 185/1930, which was granted for a term of ninety-nine years as from the 18th day of June, 1928.

2. Lots 220, 221, 222, and 223 of Swan Location 2123, and being portion of the land comprised in Certificate of Title Volume 336, Folio 150, granted by the Subiaco Municipality for a term of ninety-six years to the Western Oxygen Company, Limited, of Price street, Subiaco.

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

MIDLAND JUNCTION MUNICIPALITY.

Annual Elections, 1939.

Nomination Day, 11th November; Election Day, 25th November.

NOMINATIONS are invited and will be received at the Town Clerk's Office up to 4 p.m. of Saturday, 11th November, 1939, for the undermentioned vacancies in

the Council, caused by retirement by effluxion of time of Mr. F. W. Tuohy (Mayor); Crs. G. A. Kennedy, H. B. Stephens, and W. J. C. Jones, and Mr. R. F. Dewar (Auditor).

Vacancies.—For Mayor; for Councillor—East Ward, one; North Ward, one; West Ward, one; for Auditor, one.

Nominations must be on the prescribed form, signed by two qualified persons and by the candidate, and must be accompanied by a deposit of five pounds (£5).

J. C. TOWNSEND,

1st November, 1939.

Returning Officer.

EAST FREMANTLE MUNICIPALITY.

NOTICE is hereby given that the annual elections to fill the offices of Mayor, one Councillor each for the West, North, East, and Central Wards, and one Auditor, will be held in the Town Hall, East Fremantle, on Saturday, the 25th day of November, 1939.

Nominations to fill the above offices must be delivered to the Returning Officer or Town Clerk at or before 4 p.m. on the 11th day of November, 1939. Each nomination must be accompanied by a deposit of £5.

W. GLASSON,

1st November, 1939.

Returning Officer.

THE ROAD DISTRICTS ACT, 1919-38.

Road Board Election.

Department of Public Works,
Perth, 1st November, 1939.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-38, that the following gentleman has been elected a member of the undermentioned Road Board, to fill the vacancy shown in the particulars hereunder:—

Road Board	Date of Election.	Member Elected :		Ward.	Occupation.	How vacancy occurred : (a) Effluxion of time. (b) Resignation. (c) Death.	Name of previous Member	Remarks
		Surname	Christian Names.					
Augusta-Margaret River	30-9-39	Patmore ...	William David ...	Blackwood	Farmer ...	(b)	Key, W.	

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

Western Australia.

DRIED FRUITS ACT, 1926-1937.

Notice of Election.

(Regulation 1.)

NOTICE is hereby given that an Election by registered growers, entitled to vote, of four representatives for appointment as members of the Dried Fruits Board, to hold office until the 31st day of December, 1941, will take place at the Office of the Dried Fruits Board, 223 Murray street, Perth, on Monday, the 11th day of December, 1939, closing at 10 o'clock in the forenoon on such date.

Nominations of candidates shall be made in accordance with the Dried Fruits Act Regulations and must be received by the Secretary of the Dried Fruits Board at the said address of the Board not later than 10 o'clock in the forenoon on Monday, the 20th day of November, 1939.

Dated this 30th day of October, 1939.

E. H. ROSMAN,
Secretary Dried Fruits Board.

of the Noxious Weeds Act, 1924, of Double Gee (*Emex australis*) being declared a noxious weed within the boundaries of the Bunbury Road Board.

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

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

CA/S 3217 (4); R. 63/39.

REPORT of the Commissioner of Railways for quarter ended September, 1939, 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	849,600	74,504	1,722	109,750
Expenditure	752,599	68,648	2,063	73,946
	97,001	5,856	*341	35,804
Capital Cost	£26,558,893	£1,105,235	£4,719	£1,885,657

*Deficit.

(Sgd.) J. TOMLINSON,
Deputy Commissioner of Railways.

25th October, 1939.

Department of Agriculture,
Perth, 27th October, 1939.

Agric. No. 2070/25, Vol. 3; Ex. Co. No. 2281.
HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 4

LOST CASH ORDERS AND FERTILISER SUBSIDY.

Agricultural Bank,
Perth, 31st October, 1939.

THE undermentioned Cash Orders and Fertiliser Subsidy 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. 5228; value £17 17s. 2d.; Jackson, A. H.; 29/8/39; Northam.

C.O. No. 27623; value £23 15s.; A. Valmadre & Sons; 5/10/39; Bruce Rock.

C.O. No. 14200; value £3 7s. 6d.; Ilbery, W. E. S.; 10/10/39; Narrogin.

C.O. No. 10398; value £5; Antonio, N. H.; 23/10/39; Perth.

C. ABEY,
General Manager.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
767/39	1939. Oct. 27	Harris, Scarfe & Sandovers, Ltd.	335A, 1939	Stainless Steel Fittings for Claremont Mental Hospital, as follows:— Item 1—Sink, Drainer and Bench for Sterilising Room Item 2—Small Bench ... Item 4—Bench for Ward Pantry Item 5—Sink and Drainer and Bench for Ward Pantry	Public Works	£40. £11. £24 16s. £62.
„	do.	Arcus, Ltd.	„	Stainless Steel Fittings for Claremont Mental Hospital, as follows:— Item 3—Sink and Drainer for Pan Room Item 6—Cold Table for Ward Pantry	do.	£30. £29.
797/39	do.	W.A. Glass Manufacturers, Ltd.	351A, 1939	Purchase and Removal of Empty Bottles, as follows:— Item 1—240 doz., as per Sample 1 Item 2—440 doz., as per Sample 2	State Hotels	11d. per doz. 8d. per doz.
756/39	do.	Harris, Scarfe & Sandovers, Ltd.	330A, 1939	Stainless Steel Fittings for Heathcote Reception Home, as follows:— Item 1—Sink, Drainer and Bench for Sterilising Room Item 5—Sink and Drainer for Ward Pantry	Public Works	£50 10s. £47.
„	do.	Arcus, Ltd.	„	Stainless Steel Fittings for Heathcote Reception Home, as follows:— Item 2—Small Bench for Sterilising Room Item 3—Sink and Drainer for Pan Room Item 4—Bench for Ward Pantry Item 6—Cold Table for Ward Pantry	do.	£8 3s. £25. £17 10s. £16 3s.
781/39	do.	Tomlinson & Co., Ltd.	343A, 1939	One Crankshaft for Goulds Three-throw Pump, as per Item 1, F.O.R. Perth	Mines	for £31 15s.
761/39	do.	Saunders & Stuart Pty., Ltd.	334A, 1939	Mild Steel Work for Bayswater-Bassendean Pumping Station No. 1, as follows:— Item 1—Floor Plate and Channels complete Item 2—Ladder, 27ft. long x 1ft. 3in. wide	Metropolitan Water Supply	for £17. for £3.
„	do.	S. W. Hart & Co. ...	„	2 only Brass Floats with Brass Tubes and Fittings for Bayswater-Bassendean Pumping Station No. 1, as per Item 3	do. do.	£8 19s. each.
620/39	do.	Bushells Pty., Ltd. ...	346A, 1939	Tea for Government Hospitals and Institutions for month of November, 1939, as follows:— Item 1—Tea, approved quality for Hospitals, "Nagaloon" Item 2—Tea, second quality, "Sinaran"	Various	1s. 10½d. per lb. 1s. 10d. per lb.
„	do.	J. & W. Bateman, Ltd.	„	Tea for Native Rations for month of November, 1939, as per Item 3. Sample "C"	Government Stores	1s. 9d. per lb.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars	Department concerned.	Rate.
813/39	1939. Oct. 27	Hume Pipe Co. (Aust.), Ltd.	354A, 1939	Footpath Slabs for North Fremantle Bridge approaches, as follows:— Item 1—Slabs 2ft. x 2ft. x 2in. approximately, 1,710 only Item 2—Slabs 2ft. x 1ft. x 2in. approximately, 380 only	Main Roads	2s. each. 1s. each.
611/39	do.	The Gourley Oil and Colour Works, Ltd.	279A, 1939	500 gals. White Traffic Line Marking Lacquer ("Bergers") to Formula "B" in 4-gal. containers, as per Item 2, F.O.W. Fremantle	do.	9s. 2d. per gal.
497/39	do.	Gardner Bros. ...	360A, 1939	Potatoes, No. 1 Grade, and Onions for Government Institutions, for period from 1st November, 1939, to 31st January, 1940, as per Items 1, 2, 3, and 4	Various ...	Rates on application.
714/39	do.	K. G. Luke Pty., Ltd.	320A, 1939	26 only Stainless Steel Bed Pans (Paramount 20G.), as per Item 1, delivered to King Edward Memorial Hospital	Medical ...	43s. 6d. each.
"	do.	Harris, Scarfe & Sandovers, Ltd.	"	10 only Stainless Steel Lotion Bowls, 15in. x 4½in., being portion of Item 2	do. ...	22s. 2d. each.
"	do.	Metters, Ltd. ...	"	7 only Stainless Steel Lotion Bowls (No. 405), 15in. x 22G., being portion of Item 2	do. ...	21s. 9d. each.
44/38	do.	Sara & Cook, Ltd. ...	"	Butter for Government Institutions for 4 weeks ending 25th November, 1939	Various ...	1s. 5 ⁷ / ₁₆ d. per lb.
649/39	Oct. 26	...	...	Hewn and Sawn Sleepers for Railway Department:—	Railways	
		M. A. Adams ...	295A, 1939	100 loads, Hewn ...	...	£3 19s. per load.
		N. Rajander ...	"	55 loads, Hewn ...	...	£3 19s. 6d. per load.
		J. Gardner ...	"	3,000 only, Hewn ...	...	£4 per load.
		W. F. Day ...	"	25 loads, Hewn ...	...	£4 per load.
		M. Bivac ...	"	80 loads, Hewn ...	...	£4 per load.
		S. Ricetti ...	"	15 loads, Hewn ...	...	£4 2s. per load.
		K. A. Larsen ...	"	500 only, Hewn ...	...	£4 2s. per load.
		C. Varis ...	"	2,000 only, Hewn ...	...	£4 3s. 6d. per load.
		R. Masters ...	"	40 loads, Hewn ...	...	£4 5s. per load.
		D. O'Connell (Junior) ...	"	48 loads, Hewn ...	...	£4 5s. per load.
		O. Malatesta ...	"	1,500 only, Hewn ...	...	£4 5s. per load.
		A. J. Fleay ...	"	40 loads, Hewn ...	...	£4 5s. per load.
		E. F. Mills ...	"	3,000 only, Hewn ...	...	£4 5s. per load.
		F. Giorgi ...	"	2,000 only, Hewn ...	...	£4 5s. per load.
		H. O. Lloyd ...	"	20 loads, Hewn ...	...	£4 5s. per load.
		L. J. Squires ...	"	50 loads, Hewn ...	...	£4 5s. per load.
		R. Stewart and R. Kevern	"	100 loads, Hewn ...	...	£4 5s. per load.
		G. Ennor & Sons ...	"	3,000 only, Hewn ...	...	£4 5s. 6d. per load.
		J. F. F. Fleay ...	"	30 loads, Hewn ...	...	£4 10s. per load.
		H. J. Greenacre ...	"	10,000 only, Hewn ...	...	£4 10s. per load.
		Adelaide Timber Co., Ltd.	"	1,500 only, Hewn; 250 only, Sawn	...	£4 2s. 6d. per load.
		S. H. V. Lloyd ...	"	20 loads, Hewn ...	...	£4 2s. 6d. per load.
		do. ...	"	20 loads, Sawn ...	...	£3 12s. 6d. per load.
		S. R. Lloyd ...	"	25 loads, Hewn ...	...	£4 5s. per load.
		do. ...	"	25 loads, Sawn ...	...	£3 15s. per load.
		A. Ferrari ...	"	25 loads, Hewn ...	...	£4 5s. per load.
		do. ...	"	100 loads, Sawn ...	...	£3 13s. per load.
		J. W. Clifton ...	"	80 loads, Hewn ...	...	£4 7s. per load.
		do. ...	"	80 loads, Sawn ...	...	£4 5s. per load.
		Bailey Bros. ...	"	50 loads, Hewn ...	...	£4 7s. per load.
		do. ...	"	50 loads, Sawn ...	...	£4 5s. per load.
		B. Giovannoni ...	"	10,000 only, Hewn ...	...	£4 10s. per load.
		do. ...	"	10,000 only, Sawn ...	...	£4 5s. per load.
		Johnstone Bros. ...	"	13,000 only, Sawn ...	...	£3 18s. per load.
		M. M. Hughes & Sons	"	10,000 only, Sawn ...	...	£4 per load.
		Millars Timber & Trading Co., Ltd.	"	10,000 only, Sawn ...	...	£4 5s. per load.
		Bunning Bros., Ltd. ...	"	10,000 only, Sawn ...	...	£4 5s. per load.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1939.			1939.
Sept. 28 ...	326A, 1939 ...	Electric Sewage Pumping Plant, comprising Motor and 6in. dia. Centrifugal Pump in duplicate, complete with Switchgear, Ammeter, etc. ...	Nov. 9
Oct. 16 ...	352A, 1939 ...	Firewood for Peak Hill State Battery during the period ending 31st December, 1940 ...	Nov. 9
Oct. 19 ...	357A, 1939 ...	Laundry Blanketing, 108in., 21 yards; 112in./114in., 43 yards; Laundry Sheet, 108in., 24 yards; 112in./114in., 77 yards ...	Nov. 9
Oct. 26 ...	390A, 1939 ...	1/2in. Water Meters, 500 only ...	Nov. 9
Oct. 26 ...	392A, 1939 ...	Kitchen Equipment, comprising Slicing Machine, Mixer, Mincer, Tea Measurer, and Water Fountain, for Perth Hospital ...	Nov. 9
Oct. 27 ...	400A and 401A, 1939 ...	Wandoo Stringers and Corbels, 864 lin. ft.; Sawn Wandoo, 16,419 sup. ft.; Wrot Wandoo, 2,171 sup. ft. ...	Nov. 9
Oct. 31 ...	105 ...	Cartage for Government Departments, etc., within a 3-mile radius of Perth, during the year 1940 ...	Nov. 9
Oct. 31 ...	405A, 1939 ...	6/25 Steel Wire Ropes, 3 1/2in. circumference, 2,250 ft. long, 2 only ...	Nov. 9
Nov. 2 ...	393A, 1939 ...	Packing Cases, as required during the year 1940 ...	Nov. 9
Nov. 2 ...	394A, 1939 ...	Sanitary Pans, Lids and Lid Rubbers, during the year 1940 ...	Nov. 9
Nov. 2 ...	395A, 1939 ...	Collie Coal, Newcastle Coal, Charcoal and Coke at Perth and Fremantle, during the year 1940 ...	Nov. 9
Nov. 2 ...	412A, 1939 ...	Refrigerator, Electric or Non-electric, for King Edward Memorial Hospital ...	Nov. 9
Aug. 31 ...	VIII. ...	Chemicals, Drugs, Druggists' Sundries, and Apparatus, during a period of 12 months commencing 1st February, 1940 ...	Nov. 16
Oct. 19 ...	358A, 1939 ...	Sterilisers, 2 only; and Combined Pan Washer and Steriliser, 1 only, for the Heathcote Mental Home ...	Nov. 16
Oct. 19 ...	359A, 1939 ...	Combined Pan Washer and Steriliser, 1 only, for Claremont Mental Hospital ...	Nov. 16
Oct. 26 ...	391A, 1939 ...	Firewood for No. 4 Pumping Station, Merredin, 7,000 cords ...	Nov. 16
Nov. 2 ...	396A, 1939 ...	Phenyle, as required during the year 1940 ...	Nov. 16
Nov. 2 ...	397A, 1939 ...	Water Bags, as required during the year 1940 ...	Nov. 16
Nov. 2 ...	407A, 1939 ...	Duck Tents and Flvs, during a period of 12 months ...	Nov. 16
Nov. 2 ...	409A, 1939 ...	Firewood for Coolgardie State Battery, during the year 1940 ...	Nov. 16
Nov. 2 ...	104 ...	Firewood for Government Institutions, Departments, etc., at Claremont, Fremantle and Perth, during the year 1940 ...	Nov. 16
Oct. 26 ...	366A to 385A, 1939	Cartage of General Battery Supplies during the year 1940, from adjacent Railway Sidings, to the State Batteries at Bamboo Creek, Boogardie, Coolgardie, Cue, Kalgoorlie, Laverton, Marble Bar, Meekatharra, Mt. Ida, Norseman, Ora Banda, Payne's Find, Peak Hill, Sandstone, Warrieldar, Wilma, Yalgoo, Yarli, and Youanmi ...	Nov. 23
Oct. 26 ...	386A to 388A, 1939	Firewood for State Batteries at Payne's Find, Sandstone, and Wilma during the year 1940 ...	Nov. 23
Oct. 31 ...	402A and 403A, 1939	Making and Trimming of Uniforms for Railways and Tramways: Winter 1940 and Summer 1940-41 issues ...	Nov. 23
Nov. 2 ...	408A, 1939 ...	300 K.V.A. Outdoor Transformer, 1 only ...	Nov. 23
Nov. 2 ...	411A, 1939 ...	Stainless Steel Equipment for Fremantle Hospital, comprising Bowls, Jugs, Trays, Dishes, etc. ...	Nov. 23
Oct. 5 ...	327A, 1939 ...	Motor Spares, Cylinder Boring, etc., for Motor Cars, Trucks, Tractors, etc., during a period of 6 months ...	Nov. 30
Oct. 31 ...	399A, 1939 ...	Firewood for No. 3 Pumping Station, Cunderdin, 8,000 cords ...	Nov. 30
Oct. 19 ...	355A, 1939 ...	Copper Plates, 111 only ...	Dec. 14
Oct. 24 ...	364A, 1939 ...	Tarpanlin Canvas, 36in. wide, 16ozs. and 18ozs. per sq. yard, 24,000 yards of each per year for a period of 1, 2, or 3 years ...	Dec. 21
Oct. 31 ...	406A, 1939 ...	Superheater Elements, 6 sets ...	Dec. 21
<i>For Sale by Tender.</i>			
Oct. 31 ...	398A, 1939 ...	Oak Butts, 3 only, and Gantry complete, as they now lie at the Government Stores Department, Murray Street, Perth, where inspection can be made	Nov. 9

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 2nd November, 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, 27th October, 1939.

IT is hereby notified, for general information, that Constable S. J. Strahan has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Williams Registry District, to reside at Lake Grace, during the absence on leave of L. C. Fletcher; appointment to date from 24th October, 1939.

Registrar General's Office,

Perth, 31st October, 1939.

IT is hereby notified, for general information, that Constable G. E. L. Gamble has been appointed to act,

temporarily, as Assistant District Registrar of Births and Deaths for the Bruce Rock Registry District, to reside at Naremben, during the absence on leave of G. R. Warner; appointment to date from 1st November, 1939.

R.G. No. 107/28.

IT is hereby notified, for general information, that Constable A. L. M. Wedd has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Murray Registry District, to reside at Dwellingup, during the absence on leave of G. R. Johnston; appointment to date from 25th October, 1939.

S. BENNETT,
Registrar General.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 10 of 1937.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Northey Bros. and others, as per Schedule attached hereto, Respondents.

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

AWARD.

1.—Scope.

This Award shall apply to the industries mentioned in the first column of the Schedule hereunder and to the industries conducted by the respondents in the second column hereunder, and similar industries conducted by other persons, firms, or companies in respect of workers following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia or in any industrial agreement registered in accordance with the Industrial Arbitration Act, 1912-1935.

2.—Area.

This Award shall be limited in its effect to the area comprised within a radius of fifteen (15) miles from the Post Office in the town of Northam.

3.—Term.

The term of this Award shall be three (3) years from the date hereof, subject to the rights of the parties pursuant to the provisions of the Act.

4.—Definitions.

(a) "Shop assistant" shall mean a worker employed receiving and/or selling and/or assembling or preparing goods for sale or delivery and shall include cashiers.

(b) "Casual hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice: Provided that a casual hand may be employed for not less than four (4) hours in any one day.

A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate.

(c) "Adult" shall mean a worker twenty-one (21) years of age and over or a worker who is in receipt of the prescribed adult rate of pay.

(d) The term "Weekly hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one week's notice on either side. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand has been dispensed with for incompetence or unsuitableness or any cause referred to in clause 15 hereof.

5.—Chemist Shops.

Any worker employed in a chemist shop shall be subject to the terms of this Award up to the time he or she becomes indentured to the profession.

6.—Hours.

The ordinary hours of work shall be as follow:—

(a) Forty-six (46) hours shall constitute a week's work for males sixteen (16) years of age and over.

(b) Forty-four (44) hours shall constitute a week's work for females and for males under sixteen (16) years of age.

(c) Except as provided by subclauses (d) and (e) hereof, the hours worked shall be performed as follow:—

(i) on the day of the late shopping night, between 8.50 o'clock a.m. and 9 o'clock p.m.;

(ii) on the day observed as the half holiday, between 8.50 o'clock a.m. and 12 o'clock noon;

(iii) on the other four (4) days of the week (excluding Sunday), between 8.50 o'clock a.m. and 6 o'clock p.m.

(d) The hours of workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, shall be worked to suit the convenience of the employer:

Provided that the worker shall be notified of the half day (which shall be granted to and taken by the worker on an afternoon in each week) upon which his or her services shall not be required.

(e) On the day mutually agreed upon by the parties hereto to be observed as Christmas Eve for the purpose of a late shopping night, the ordinary hours of work may be extended by agreement between the parties.

(f) The spread of ordinary hours for all workers bound by this Award shall not, inclusive of meal hour, exceed nine (9) hours ten (10) minutes in any one day, excepting on the day upon which the late shopping night is observed.

7.—Meal Times.

(a) Retail Shops other than Fourth Schedule Shops:—One hour shall be given and taken for meals. Lunch hour shall be between 12 noon and 2.15 p.m.; tea hour shall start within forty-five (45) minutes after the prescribed finishing time.

(b) Fourth Schedule Shops:—Meal hours in Fourth Schedule shops shall be taken at the times most convenient to the employer's business; Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m. and between 7 a.m. and 8 a.m.

The meal hours referred to in this clause shall be taken in one continuous period.

Notwithstanding anything contained in this clause, the hunch hour for workers in Retail Establishments other than Fourth Schedule shops shall, during the first two (2) days of each of three (3) sales per annum and during Christmas week, be given and taken between the hours of 11.30 a.m. and 2.30 p.m.

8.—Meal Money.

Workers who are subject to the starting and finishing times prescribed in clause 6 (c) of this Award shall, if required to continue working for more than one half hour after the prescribed finishing time, be paid one shilling and sixpence (1s. 6d.) as meal money.

9.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter. In the computation of overtime, each day shall stand by itself.

(b) Where overtime is worked in Fourth Schedule shops, the worker shall be paid overtime as provided in subclause (a) after the prescribed weekly hours of work have been exceeded. Work performed on Sundays and/or prescribed holidays shall be paid for at the rate of double time.

(c) Where workers are required to work continuously after the first four (4) hours of overtime have been worked (except on the weekly half holiday) they shall be paid at the rate of double time up to the time they finish work: Provided that that hour shall not be later than the prescribed starting time the next day.

(d) All time worked in shops other than those referred to in subclause (b) hereof before the prescribed starting time or after the prescribed finishing time shall be paid for at overtime rates. Work performed in the afternoon of the day on which the weekly half holiday is observed, on Sundays and/or prescribed holidays, shall be paid for at the rate of double time.

10.—Holidays.

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

(b) A holiday of one week on full pay shall be granted to each worker on completion of each year of service. A worker not completing a year of service shall be granted pay in lieu of holidays in the proportion that his length of service bears to the full year's employment.

Provided that, when a worker is entitled to holidays under this subclause he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(c) Holiday pay shall not accrue during a worker's absence from his employment for any cause whatsoever.

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

11.—Wages.

	Per Week.
	£ s. d.
(a) Basic wage:	
Adult males	4 3 1
Adult females	2 4 10

	Margin per Week.
	s. d.
(b) Adults:	
Shop assistants (male)	16 9
Shop assistants and despatch hands (female)	10 7
Canvassers and/or collectors, storemen, packers, and despatch hands (male)	16 9

Note.—No females shall be employed as canvassers and/or collectors, packers, or on the work of a storeman.

	Percentage of Male Basic Wage.
(c) (i) Junior workers (male):	
Between 14 and 15 years of age	18.75
Between 15 and 16 years of age	23.00
Between 16 and 17 years of age	33.00
Between 17 and 18 years of age	37.50
Between 18 and 19 years of age	51.00
Between 19 and 20 years of age	63.00
Between 20 and 21 years of age	81.50

	Percentage of Female Basic Wage.
(ii) Junior workers (female):	
15 to 16 years of age	34.00
16 to 17 years of age	41.00
17 to 18 years of age	54.50
18 to 19 years of age	65.00
19 to 20 years of age	82.00

	Margin. 4s 7d.
20 to 21 years of age	
And thereafter the prescribed minimum adult rate.	

(d) Where a canvasser or collector provides his own bicycle, he shall be paid an allowance of two shillings and sixpence (2s. 6d.) per week.

(e) Any person, whether a junior or adult, employed as a canvasser and/or collector, shall be paid the full adult minimum rate. This subclause shall not apply in cases where an adult canvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult canvasser is entitled under this Award.

(f) Casual Hands:—Adult male and female workers shall be paid at the rate of threepence (3d.) per hour, in addition to the ordinary rates prescribed herein. Junior male and female workers shall be paid at the rate of one penny halfpenny (1½d.) per hour in addition to the ordinary rates prescribed herein.

12.—No Reduction.

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

13.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs, shall be entitled to payment at the higher rate while so employed.

14.—Proportion of Juniors.

(a) The number of male juniors shall not exceed the proportion of one to one for the first five (5) male adults and thereafter one junior male to every two (2) male adults or fraction thereof.

(b) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

(c) Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

(d) Where three (3) adult female assistants are employed, four (4) junior female assistants may be employed.

(e) Where four (4) adult female assistants are employed five (5) junior female assistants may be employed, and thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

(f) For the purpose of determining the ratio of juniors to senior assistants under this clause, all employers or managers, when actively engaged in conducting the business of the establishment, shall be deemed to be senior assistants.

Notwithstanding anything contained in the foregoing, one junior female may be employed without a senior in all departments or shops other than grocery departments or shops.

15.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

16.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing the names of each of his workers to whom this Award applies, the class of work performed by and the wages paid to each worker, the age of each junior worker, and the time during which each worker has been employed. Such record shall be open to inspection by a representative of the Union between the hours of 10 a.m. and 4 p.m. on any working day from Monday to Friday, inclusive.

17.—Under-rate Workers.

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

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

(c) Pending the Board's decision, the worker shall be entitled to work for or be employed at the proposed lesser rate.

18.—Board of Reference.

(a) The Court appoints, for the purpose of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the 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.

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

19.—Junior Worker's Certificate.

Junior workers shall furnish the employer with a certificate, showing the following particulars:—(i) name in full; (ii) age and date of birth.

(a) The certificate shall be signed by the worker.

(b) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3)

months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

20.—Payment for Sickness.

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.

The worker shall, if required by the employer, produce proof satisfactory to the employer of sickness.

In witness whereof this Award has been signed by the Deputy President of the Court and the Seal of the Court has been hereto affixed this 26th day of September, 1939.

(L.S.)

A. A. WOLFF,
Deputy President.

SCHEDULE.

Industry.	Respondents.
Newsagents, Stationery and Fancy Goods ..	Northley Bros., Fitzgerald street, Northam.
Chemists	R. J. Stewart, Fitzgerald street, Northam.
Fruit and Vegetable, Wholesale and Retail	Campster's, Fitzgerald street, Northam.
Bread, Cake and/or Pastry	Broomhill Bros., Fitzgerald street, Northam.
House Furnishings, Furniture and Clothing ..	W. Smith & Co., Fitzgerald street, Northam.
Motor Cars and Motor Car Accessories ..	H. S. Bradshaw, Fitzgerald street, Northam.
Millinery, Mantles ..	Corot & Co., Fitzgerald street, Northam.
General Storekeepers ..	Northam & District Industrial Co-operative Society, Ltd., Fitzgerald street, Northam.
Furniture	C. & H. Loeke, Fitzgerald street, Northam.
Greengrocer and Fruiterer	Geo. Bloomfield, Fitzgerald street, Northam.
Newsagent, Books, Fancy Goods	R. G. Filmer, Fitzgerald street, Northam.
Cakes, Pastry	Scotts, Fitzgerald street, Northam.
Musical Instruments, Radio	Cox Bros., Fitzgerald street, Northam.
Manchester, Clothing ..	J. H. Phillips, Fitzgerald street, Northam.
Grocery	Beavis Bros., Fitzgerald street, Northam.
Drapery, Mercery ..	Connells, Fitzgerald street, Northam.
Boot and/or Shoe ..	Ezywalkin, Fitzgerald street, Northam.
Boot and/or Shoe ..	Princes, Fitzgerald street, Northam.
Tailor, Mercery	Wm. Beer & Son, Fitzgerald street, Northam.
Jewellery	Francis, Fitzgerald street, Northam.
Drapery	Scarterfield, Fitzgerald street, Northam.
Grocery	Chidlow's, Fitzgerald street, Northam.
Grocery	Freecorn's, Fitzgerald street, Northam.
Grocery and General Merchants	Roger Bros., Fitzgerald street, Northam.

INDUSTRIAL AGREEMENT.

No. 17 of 1939.

(Registered 29/9/1939.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this 4th day of September, 1939, between the West Australian branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, and Wiluna Meat Supply, Limited, and Lake Way Butchers, Limited (Master Butchers), carrying on business at Wiluna.

1.

Whereby it is agreed that the following rates of wages shall be paid and the hours of labour and working conditions therein shall be observed in respect to all workers employed in connection with (a) retail butcher shops and the manufacture of small goods, including shops selling or handling fresh, chilled, or frozen meat in less quantities than a quarter of beef or a carcass of mutton, lamb, veal or pork; and—(b) wholesale butchers, including slaughtermen, slaughter-house assistants, boiling-down employees, and beef carters.

2.—Area.

This Agreement shall operate over an area comprised within a radius of 20 miles from the post office, Wiluna.

3.—Term.

This Agreement shall operate for a period of three years from its date, provided that at any time after the expiration of twelve months from its date, application may be made to the Court for alteration, revision, or amendment by any party or person affected by its provision.

4.—Copy of Agreement.

A copy of this Agreement, under glass, shall be posted by each employer in each shop, store, factory, or abattoirs, in some position accessible to all workers.

5.—Wages.

The wages payable for each section and class of worker shall be as prescribed in Schedule 1, annexed hereto.

6.—Mixed Functions.

Any worker called upon to do or performing for not less than two (2) hours any work that carries a higher rate of wage shall be paid such higher rate for the time so worked.

7.—Weekly Hands.

The employment shall be weekly and a week's notice shall be given on either side, to terminate the engagement, or a week's wages paid in lieu of notice; such notice may be given before 12 o'clock noon on any day: Provided, however, that in the case of misconduct a worker may be dismissed forthwith and without such notice or payment as herein.

8.—Casual Workers.

A casual worker is a worker employed for less than one (1) week. All or any casual workers starting at any time during the day shall be paid full casual rates for the time worked, with a minimum of one-half day's pay at such casual rates, and casual rates shall be paid unless the worker shall have been notified by the employer before 5 p.m. on the day of engagement that he is to be employed as a permanent hand: Provided that, in the event of any casual hand who has been engaged to start at the ordinary starting time not reporting himself for duty at starting time, he shall be paid only for the hours he actually works.

9.—Time and Wages Book.

The employer shall provide a time book, to be kept where the worker or workers usually commence work in which each worker shall enter his starting and finishing times each day. The employer shall keep a record showing:—(a) the name of each worker; (b) the occupation of each worker; (c) the time worked by each worker; (d) the wages and overtime paid therefor.

Such records shall be signed by each worker at the end of each week and shall be open for inspection by the secretary of the Union, or such other person authorised in writing by the President of the Union, during working hours in any day.

10.—First Aid.

Each employer shall keep at his shop, factory, or abattoir, or at each, if more than one, a first-aid equipment fully stocked for the use of the employees.

11.—Breakdowns, etc.

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.

12.—Under-rate Workers.

A worker who by reason of old age or infirmity is unable to earn the minimum rate of wage herein prescribed may be employed at a lower rate, which shall be agreed upon in writing between the employer and secretary of the Union. If within seven days after being notified in writing of the worker's desire to work at a lower rate of wage than that prescribed the said secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the Resident or Police Magistrate within whose Magisterial District the proposed employment will take place to fix such lower rate of wages. The worker shall give such secretary two days' notice in writing of his intention to apply to the Magistrate, and the said secretary or his agent may attend and oppose the application. The Magistrate may fix the rate of wage, and his decision shall be final. Any worker whose wage shall have been fixed may work for and be employed by the employer within the district to which this Award applies, for such lower wage, for a period of six calendar months thereafter, and after the expiration of the said period, until fourteen days' notice in writing shall have been given him by the secretary of the Union, requiring his wage to be again fixed in the manner prescribed by this clause.

13.—Apprentices.

(1) The provision of the Schedule annexed hereto, entitled "Apprenticeship Regulations," shall extend and apply to apprentices coming within the scope of this Agreement.

(2) The maximum number of apprentices allowed to any employer shall be in proportion of one apprentice to every four journeymen employed or part thereof.

(3) The period of apprenticeship shall be five years: Provided, however, that in the case of youths who have already had experience in the industry, this period may be reduced by consent of Court as to the allowance to be made out of the said period of five years for the experience previously gained in the industry.

(4) Apprentices may be taken to:—(a) General butchering; (b) smallgoods-making, and (c) slaughtering.

Where in any shop the operations of general butchering and smallgoods-making are carried on by the employer, he shall undertake to teach both to the apprentice.

14.—Board of Reference.

The Court appoints, for the purpose 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, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of:—

- (1) 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 Agreement or any of them;
- (2) classifying and fixing wages, rates, and conditions for any occupation or calling not specifically mentioned in the Agreement;
- (3) deciding any other matters that the Court may refer to such Board from time to time;
- (4) 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 the Agreement.

15.—Definitions.

"Slaughterman" shall mean one who kills and dresses oxen, sheep, calves, lambs, or pigs, and attends stock and performs other general work in or around the abattoirs.

"First shopman" shall mean that in every shop where one or more shopmen are employed, one shall be classed as first shopman: Provided, however, that where a manager is employed, who works in the shop, he shall be considered as first shopman.

"Small goodsman" shall mean one who actually performs the work of preparing, manufacturing, or making up from meat smallgoods, except sausages known as butchers' sausages, but shall not mean or include the employer or the manager of any shop, or the member of any firm, and in shops where only one small goodsman is employed, he shall be classed as first small goodsman.

"Cutting cart hand" shall mean one who takes out meat in bulk and cuts and sells it from the cart or motor.

"General butcher" shall mean one employed cutting up meat, serving in shop, or doing rounds and cutting meat or general work of a butcher, or who is assisting in a small-goods factory.

16.—Hours.

(a) Forty-eight (48) hours, exclusive of meal hours, shall constitute a week's work for all workers.

(b) One hour shall be allowed for each meal.

(c) Subject to clause 17 all work shall be performed within the limits of 6 a.m. to 4 p.m., Mondays, Tuesdays, Thursdays, and Fridays; 6 a.m. to 1 p.m., Wednesdays, and 6 a.m. to 6 p.m. Saturdays.

No worker shall be on or shall be allowed on the premises before 6 a.m., Mondays to Saturdays, nor after 4.5 p.m., Mondays, Tuesdays, Thursdays and Fridays, 1.5 p.m. Wednesdays, and 6.5 p.m. Saturdays.

17.—Overtime.

1. Work shall not be allowed outside the limits of clause 16, except in case of urgent necessity, for the purpose of:—

- (a) Supplying State institutions whose contracts are open to public tender; and
- (b) breakdown of refrigerating plant, which necessitates the worker handling the meat contained in the chambers attached thereto;
- (c) placing meat in the refrigerator for a period not exceeding fifteen (15) minutes.

2. Overtime is permissible within the limits set out in clause 16, to meet the case of the unforeseen absence of any worker owing to accident or sickness or any other cause.

3. The rates of overtime for work done under this clause shall be:—Time and a half for first two hours, thereafter double time.

When a worker has left the premises and is recalled to work under this clause, he shall be paid at least two hours at *pro rata* rates.

4. In any establishment where it is necessary to attend to the refrigerator at times not within the ordinary hours, it shall be permissible for a worker to do so on terms arranged with the employer and approved by the secretary of the Union.

18.—Public Holidays.

New Year's Day, Good Friday, Labour Day, Easter Monday, Xmas Day, Boxing Day, and any other gazetted holidays shall be observed as close holidays. When any of these days specified are observed on a Sunday, some other day shall be substituted in lieu thereof.

Subject to clause 17 no work shall be done on these days and no deduction made from wages in respect thereof: provided, however, that when any of these days other than New Year's Day and Xmas Day falls or is observed on a Monday, work may be done on such Monday from 6 a.m. to 10 a.m., and when Xmas Day falls on Saturday, Sunday, or Monday, and Boxing Day is observed on Monday or Tuesday, work may be done on Boxing Day from 6 a.m. to 10 a.m.

19.—Annual Holidays.

An annual holiday of twelve (12) days on full pay shall be granted to each worker who has completed twelve (12) months of service, such holiday to be taken at the convenience of the employer within three (3) months after the expiry of each twelve (12) months service: provided that any worker who shall have completed not less than one (1) month of service and whose contract of service shall have been terminated by either party for any cause other than misconduct before the annual holiday became due, shall be entitled to receive a proportionate allowance of holiday pay for the time actually served.

Where a worker is dismissed for misconduct he shall not be entitled to the benefit of the provisions of this clause.

Holiday pay shall not accrue during a worker's absence from duty, from any cause whatsoever.

The foregoing provisions shall not apply to casual workers.

20.—Carters.

Carters of all classes in this section shall feed and water horses used at or in connection with the shop or shops where no groom is kept: provided that each carter shall perform the work in rotation, and where only one is employed, he shall be entitled to each alternate holiday, Wednesday afternoon, and Sunday off duty. Double time shall be allowed off duty during the week for all work done on Wednesday afternoons, Sundays, and holidays under this clause, or double pay for work so performed.

21.—Managers.

This Agreement shall not apply to managers. For the purpose of this clause a manager shall mean:—

- (1) A person who attends to managerial duties, who is in charge of the establishment, and/or who directs and supervises in connection with that shop and who may do butchering work; and
- (2) who works under a written contract of service with his employer under which, in addition to any other provisions, he is entitled to a salary of seven pounds ten shillings (£7 10s.) per week, and is also entitled to receive a month's notice before his services may be dispensed with, except in case of misconduct. A copy of the agreement of service shall be lodged with the Registrar.

SCHEDULE I.

(a) Basic wage, £4 16s. 4d. (Goldfields Area).	Margin above Basic Wage
(b) Adult workers:	per Week.
	£ s. d.
Order cart hand (not cutting orders)	0 10 0
Order cart hand (cutting orders)	.. 1 0 0
General butcher .. .. .	.. 1 0 0
Cutting cart hand .. .. .	.. 1 0 0
Small-goodsman .. .. .	.. 1 5 0
First shopman .. .. .	.. 1 10 0
Slaughterman .. .. .	.. 1 10 0
Slaughterman's assistant .. .. .	.. 15 0
(c) Apprentices:	Percentage of Basic Wage.
First year	30%
Second year	40%
Third year	50%
Fourth year	70%
Fifth year	90%

(d) Casual workers:—Adults shall be paid at the rate of 20 per cent. in addition to the rates prescribed for the class of work performed.

Signed on behalf of the following:—

Wiluna Meat Supply, Limited, in the presence of—

L. A. WOOLF,
Director.

Eric E. Burgess.

Lake Way Butchers, Limited, in the presence of—

J. HAYES,
Director.

Eric E. Burgess.

Signed on behalf of the West Australian Branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth.

A. W. TAYLOR,
Secretary.

In the presence of—

A. Bussell.

J. L. WATSON,
President.

In the presence of—

A. Bussell.

SCHEDULE II.

Apprenticeship Regulations.

Definitions.

1. (1) "Act" means the Industrial Arbitration Act, 1912-1935, and any alteration or amendment thereof for the time being in force.

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

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

Transfer of Apprentices.

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

- (i) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or

(ii) upon the application of the employer or the apprentice for good cause shown.

(b) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assignee, 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 dis

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

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

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

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

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

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

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

34. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court with a recommendation as to the cancellation of the apprenticeship agreement, or such other remedial 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. 26 (e).)

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

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

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

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

.....
Registrar.

Form E.

Final Certificate.

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

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

.....
Registrar.

.....
Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

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

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

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

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

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

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

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

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

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

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

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

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

INDUSTRIAL AGREEMENT.

No. 18 of 1939.

(Registered 9/10/1939.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this 12th day of September, one thousand nine hundred and thirty-nine, between the Chairman and Members of the Coolgardie Roads Board (hereinafter termed the Employers), of the one part, and the Eastern Goldfields Municipal and Roads Board Labourers' Union of Workers, being a Union of Workers registered under the provisions of the Industrial Conciliation and Arbitration Act, 1912-1935 (hereinafter termed the Employees), of the other part, whereby the said parties are mutually agreed as follows:—

1.—Wages.

The basic wage at the rate of £4 16s. 4d. per week.

2.

The minimum rate of wages which shall be paid by the employer to the employees shall be:—

	£	s.	d.	
Men cleaning septic tanks	1	16	0	per shift.
Motor truck drivers Sanitary Department	1	6	5 ³ / ₈	per shift.
All employees engaged collecting and disposing of night-soil, urine, and slops, and in the performance of work particularly appertaining thereto	1	5	0 ³ / ₈	per shift.
Rubbishmen driving motor truck	1	4	5 ³ / ₈	per shift.
Minimum Labourers, Sanitary Department	1	3	0 ³ / ₈	per shift.
Rubbishmen	1	3	0 ³ / ₈	per shift.
Tipmen	1	3	0 ³ / ₈	per shift.
Tractor driver	1	4	5 ³ / ₈	per shift.
Motor truck driver, Works Department	1	4	2 ³ / ₈	per shift.
Spreaders	1	4	3 ³ / ₈	per shift.
Men doing shooting	1	3	0 ³ / ₈	per shift.
Roekerusher men	1	3	0 ³ / ₈	per shift.
Men screening metal	1	4	3 ³ / ₈	per shift.
Concreters	1	3	0 ³ / ₈	per shift.

Minimum rate of wages, etc.—*continued.*

	£	s.	d.	
Men working grader	1	2	10 ² / ₅	per shift.
Ploughmen, Works Department	1	2	3 ¹ / ₂	per shift.
Gardeners	1	5	0 ⁴ / ₅	per shift.
Assistant gardeners	1	3	0 ⁴ / ₅	per shift.
Labourers not scheduled	1	2	4 ² / ₅	per shift.
Stablemen	0	19	6 ² / ₅	per shift.
Foremen	6	15	4	per week.

Junior workers in parks and gardens and Town Hall, to be paid percentage of basic wage, as follows:—

Under 17 years of age	50	per cent.
Between 17 and 18 years of age	60	per cent.
Between 18 and 19 years of age	70	per cent.
Between 19 and 20 years of age	80	per cent.
Between 20 and 21 years of age	100	per cent.

Leading hand to be paid 1s. per day over the rate paid for the class of work on which he is employed, if four or more men are under him.

Casual hands employed for less than one week to receive 1s. per day above the rate specified for the particular work on which they are engaged.

Men working with tar, bitumen, colas or other road-making compounds to receive 1s. 2d. per day above the ordinary rate paid them, as dirt money.

3.—Hours of Labour.

The hours of labour for all employees (except stablemen) shall not exceed forty (40) hours per week, divided as follows:—On Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, work shall commence at 7.30 a.m., and continue with three-quarters of an hour intermission for dinner, and finish at 4.15 p.m.

Provided always, and it is hereby mutually agreed, that in the event of any essential services having to be attended to on a Saturday, employees to be called in rotation to perform such duties, and the time so worked shall be taken off by the employee during the week.

Should more than four (4) hours be worked on a Saturday, all the time over the four (4) hours to be paid for at overtime rates.

In the event of a dispute arising as to what constitutes essential services having to be attended to, the matter to be referred to the Conciliation Committee provided for in this Agreement, who shall have power to decide same, and the decision arrived at shall be binding on both parties.

4.—Overtime.

All time worked in excess of the hours herein stated, each day's work to stand by itself, shall be considered as overtime, and shall be paid for at the following rates:—For the first two (2) hours after the ordinary time for ceasing work—time and a quarter; after the first two (2) hours and up to four (4) hours—time and a half; after the first four (4) hours and until the ordinary time for recommencing work—double time.

Any employee called back to work after leaving the job, at the completion of the hours set out in this Agreement, shall be paid at double time rates.

All work performed on Sundays shall be paid for at double time rates. Sunday, for the purpose of this Agreement, shall be from midnight Saturday to midnight Sunday.

5.—Camping-out Allowance.

When an employee is working outside a radius of seven (7) miles from the Registered Office of the Coolgardie Roads Board, he shall be paid two shillings and sixpence (2s. 6d.) per day, in addition to his ordinary wages as a camping-out allowance.

Casual hands when employed outside the seven (7) miles radius, to be paid one shilling and sixpence (1s. 6d.) per day in addition to his ordinary wages as a camping-out allowance, until such time as they have been employed by the Board for three (3) months, when they shall receive the two shillings and sixpence (2s. 6d.) as set out above.

This clause shall not apply to men who are engaged on a job under seven (7) miles from their usual place of residence.

6.—Drinking Water.

The employer shall provide free, sufficient drinking water for all employees working away from home.

7.—Tent Accommodation.

The employer shall supply housing or tent accommodation of the following dimensions for its employees when working outside a radius of 7 miles from the Registered Office of the Coolgardie Roads Board, or seven miles from the usual place of living, in the case of men being picked up outside Coolgardie:—For one man—a tent 6ft. by 8ft.; for two men—8ft. by 10ft., with suitable fly's; employees to pay 1s. per week for the use of same.

8.—Shifting Camp.

All shifting and erection of camps to be done in the employer's time.

9.—Travelling Time.

In the case of employment at a distance of about seven miles from the Registered Office of the Coolgardie Roads Board, all the time during which the employee is travelling to and from the place of employment shall be treated as time of duty, and paid for in addition to the actual time of work. This clause to mean starting work on a new job and returning to the Board's office on the completion of such work.

When going to a job in the bush all reasonable goods and camping outfits to be collected at the employee's homes and delivered at their homes at the completion of the job.

10.—Employees to Visit Homes at Week-ends.

When men are working over a radius of seven miles from the Board's Office, a truck to be provided for the purpose of obtaining stores at Coolgardie at week-ends. Employees to have the right of returning to their homes in same, in rotation, to the capacity of the said truck.

11.—Employees to be Conveyed to and from Work.

When working five (5) miles or more but under seven (7) miles from the Board's Office, men to be conveyed both ways by the Board and in the Board's time, or be allowed travelling time.

12.—Attendance on Horses.

Any employee who has to feed and attend his own horse, shall be paid 1s. per day extra. When an employee is temporarily driving two or more horses in a team, no extra payment above the amount stated will be paid while feeding and attending such horses comprising the team.

13.

Any employee who has to feed and attend horses on Sundays or holidays, within a radius of seven miles of the Board's Office, shall be paid double time rates, at his ordinary pay, for all time worked.

14.

Horse drivers, when out of the district (outside a radius of seven miles from the Board's Office) having to remain in charge of their horses on a Sunday, shall receive the rate set out for stablemen in this Agreement for that day's work, one man only being necessary to remain in charge of a number of horses.

15.

Where six (6) or more horses are engaged, a stableman to be employed on full time.

16.—Holidays (Public).

Every employee shall be allowed the following holidays on full pay:—Christmas Day, Boxing Day, New Year's Day, Labour Day, Easter Monday, and Kalgoorlie Cup Day. Employees compelled to work on such days shall be paid double time rates.

Casual hands in the employ of the Board for more than one week continuously shall be entitled to those six (6) public holidays, should those days fall due during the period of their employment.

When a public holiday included in this Agreement falls on a Saturday or Sunday, the following Monday or Tuesday to be observed as a holiday.

17.—Holidays—Annual Leave.

Every employee, in addition to receiving Christmas Day, New Year's Day, Boxing Day, Labour Day, Easter Monday, and Kalgoorlie Cup Day as public holidays, be allowed a fortnight's holidays, including ten (10) working days on full pay once in each year.

Employees working for less than twelve (12) months shall be allowed one day's holiday on full pay for each month employed: Provided that the employment is terminated before the end of a month, he shall be paid a proportionate amount as holiday pay for such portion of month worked.

For the purpose of this clause, twenty (20) days to be calculated a month.

No holiday pay will be granted unless employee is one month in the Board's employment.

18.—Annual Leave (Mixed Functions).

Any employee who is engaged on mixed functions during the year when their Annual Leave falls due, shall be paid for such leave at a rate computed on the average weekly earnings of such employee for the twelve months preceding such leave.

19.—Sick Pay.

After six (6) months service ten (10) days sick pay at half rates on account of sickness shall be granted to all employees, a doctor's certificate to be produced on each occasion a man is off sick, if the employer so desires, such sick pay shall not be granted for more than ten (10) days in the aggregate in each year.

20.—Oilers.

Oilers to be provided for men having to work in the rain.

21.—Aprons.

Two aprons each per year to be provided for use of the drivers and stagemen in the Sanitary Department.

22.—Mixed Functions.

Any employee using tradesman's tools and doing the work of tradesmen, shall be paid the ruling rate in the district for the class of work on which he is employed, and, in the case of an employee taking the place of a higher paid employee, or doing work classed at a higher rate of pay, such employee shall be paid the higher rate of wages.

If employed at the higher rate for two or more hours, he shall be paid the higher rate for the whole of that shift.

23.—First-aid Outfit.

The Board shall, at depots and stables, provide full and complete first-aid outfits for the use of the employees, and shall from time to time keep same renewed and in proper order. When men are working in the bush such outfit to comply with the St. John's Ambulance Association; on other small jobs, a small emergency outfit to be provided.

24.—Full Payment for Shift.

After beginning a shift, employees shall not be paid for less than a full shift, unless they leave of their own accord, or dismissed for misconduct.

25.—Inspection of Time and Pay Sheets.

A duly accredited official of the Union shall be allowed to collect Union dues outside the office, and shall be allowed to inspect the time and pay sheets relative to any employee affected by this Agreement, and make extracts therefrom, at the convenience of the Staff Officers.

26.—Order of Employment.

In the event of the full complement of men not being required, men shall be employed in rotation.

27.—Services Not Required.

Any employee turning up to work at the usual starting time, if his services are not required, and unless previously notified, he shall be paid for two (2) hours at the ruling rate.

28.—Preference to Unionists.

All employees must become members of the Eastern Goldfields Municipal and Roads Board Labourers' Union of Workers within three (3) weeks of being engaged, the Union agreeing to accept as members any employee of the Board. This clause to mean only those employees who are provided for in the schedule of wages herein, and not to tradesmen or engine-drivers.

29.—Contracts Let by the Board.

In all contracts let by the Board for work to be performed, the rates of pay and conditions of work as set out in this Agreement shall be embodied in the conditions of contract.

30.—Rights and Privileges.

Any employee at the date of the signing of this Agreement who is in receipt of a higher rate of pay for his particular class of work than is herein prescribed, or in receipt of any privilege or allowance other than is herein prescribed, shall not suffer by reason of this Agreement any reduction in the amount which such employee was receiving, or loss of any privilege or allowance.

31.—Seniority.

All things being equal, seniority to be given for all positions for promotion, or positions carrying a higher rate of pay.

32.—Conciliation Committee.

In the event of any new class of work being introduced not provided for in this Agreement, a Conciliation Committee, consisting of two (2) members of the Board and two (2) members of the Union, with an independent chairman, shall meet and decide the rates of pay and conditions appertaining to such work.

33.—Interpretation Clauses.

For the purpose of this Agreement, the terms used herein shall be interpreted or defined as follows:—

Motor truck driver in Sanitary Department means one who is engaged driving the truck, and collecting pans containing night-soil, from house to house, also collecting liquid waste from hotels, laundries, and other premises, also urine in pans and tanks.

Men cleaning septic tanks means men engaged cleaning out septic tanks and soak wells, but not merely pumping the liquid from septic tanks and soak wells.

Vanmen and slopmen means one who is engaged collecting pans containing nightsoil from house to house, also liquid waste from hotels, laundries, and other premises, also urine in pans and tanks, but does not drive the truck.

Stagemen means one who is engaged cleaning pans at the cleansing stage and loading nightsoil in trucks or tanks to be carted to the trenches.

Trenchmen means one who is engaged after the trenches have been ploughed, covers with earth nightsoil deposited in same, also engaged digging and filling in the trenches.

Ploughmen at Sanitary Department means one who ploughs trenches for the reception of nightsoil and any other land required.

Rubbish men driving motor truck means one who performs the double duty of driving the truck and picking up rubbish.

Rubbish men means one who is engaged collecting rubbish which has been deposited by householders in boxes and other utensils, also rubbish thrown in the streets and right-of-ways, but does not drive the truck.

Tipmen means one who works on the tip, spreads the rubbish when tipped, and burns same.

Men tarring pans means men engaged tarring pans in use, after being cleansed or new pans before being used.

Concreters mean men who do any concrete work under the direction of the foreman.

Spreader is those engaged spreading metal or other material on new works, or works being reconstructed, or men engaged forming, levelling, or spreading after the scarifier, but shall not include horse drivers or motor drivers spreading his own load or doing patching work.

Casual hand means anyone employed by the Board for less than one (1) week.

Labourer not scheduled means one who is engaged on any class of work as a labourer not otherwise specified in this Agreement.

Minimum wage:—The minimum wage shall be one hundred and eleven shillings and tenpence (111s. 10d.) per week of forty (40) hours. Notwithstanding that the rate is expressed in a weekly amount, it is hereby declared that the contract of service is a daily one.

Week's Work:—The week's work shall comprise five (5) days, each of eight (8) hours, excluding lunch time, Mondays to Fridays, inclusive.

Term of Agreement.

This Agreement shall come into force on the day of the date herein, and shall remain in force for the period of three (3) years thence next ensuing and thereafter subject to the provisions of the Industrial Arbitration Act 1912-1935, and shall apply to all works and undertakings carried out by the said employer in the Eastern Goldfields District.

In witness thereof the parties have hereunto set their hands and Seals this day and year first before written.

The Common Seal of the Coolgardie Roads Board was hereto affixed in the presence of:—

W. M. FAAHAN,
Chairman.

B. A. MORAN,
Secretary.

The Common Seal of the Eastern Goldfields Municipal and Roads Board Labourers' Union of Workers was hereto affixed in the presence of:—

R. A. GRENFELL,
President.

H. McCULLOCH,
Secretary.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 467 of 1939.

Between Master Builders' Association of Western Australia (Union of Employers), Perth, Applicant, and Western Australian Amalgamated Society of Carpenters and Joiners' Association of Workers, Respondent.

WHEREAS Award No. 13 of 1938, between the above-named parties, delivered on the 14th day of October, 1938, provided *inter alia* that a Board, to be called the "Advisory Committee," may be appointed by the Court to advise in regard to any apprenticeship matter: And whereas the said Award further provided that such committee should consist of the following:—

- (a) Some person appointed by the Court, who shall act as chairman;
- (b) Two (2) representatives appointed by the employers;
- (c) Two (2) representatives appointed by the industrial union or unions of workers in the trade:

And whereas the Award further provided that the Advisory Committee shall have such powers and duties as the Court in each case may determine: And whereas on the 12th day of October, 1939, the Court, in pursuance of the said Award, appointed as such Advisory Committee as aforesaid the following:—William Somerville, Esq. (chairman); L. F. Sandwell, Esq., and A. G. Petherick, Esq. (Employers' Representatives); E. Ketterer, Esq., and W. F. Taylor, Esq. (Workers' Representatives):

And whereas the said committee has requested the Court to define their powers and duties: Now, therefore the Court of Arbitration, acting in pursuance of the said Award and all other powers and authorities vested in it by the Industrial Arbitration Act, 1912-1935, hereby orders and declares as follows:—

The said committee shall have the following powers and duties without limiting the powers and duties that at any time hereafter may be conferred—

- 1. Where in any case the employer is unable to provide work for his apprentice or to employ him for his full time through slackness of work or other good cause, application may be made by the employer to the committee—

- (a) to suspend the apprenticeship; or

(b) to employ the apprentice for such lesser period per week or per month and at such remuneration as the committee may determine, being not less than the proportionate amount of the rate of wages prescribed by the Award.

- 2. (a) If the suspension is for a period of less than six (6) months the committee may on application extend the period but not to exceed in all six (6) months.
- (b) If at the end of six (6) months the employer is still unable to fulfil his contract of apprenticeship the committee may—
 - (i) extend the suspension for a further period of three (3) months but no longer;
 - (ii) call upon the employer to again observe the terms of apprenticeship as from the date of expiration of the suspension order.
- 3. The committee may in its discretion for any cause which it may deem sufficient on the application of any party to the apprenticeship agreement advise the Court to abrogate or cancel the agreement, either unconditionally or subject to such terms and conditions as it may deem advisable.
- 4. To advise the Court generally in all matters concerning apprentices.

Dated this 12th day of October, 1939.

By the Court,

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

CHRISTMAS EXEMPTION.

Department of Mines,
Perth, 9th October, 1939.

IT is hereby notified, for public information, that general exemption from the conditions of work, use, and occupation has been granted on all mining tenements throughout this State as follows:—In Goldfields north of the Tropic of Capricorn—from the 18th day of December, 1939, to the 29th day of January, 1940, inclusive; in all other Goldfields and Mineral Fields—from the 18th day of December, 1939, to the 15th day of January, 1940, inclusive.

A. H. TELFER,
Under Secretary for Mines.

THE COMPANIES ACT, 1893.

National Press Pty., Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at the office of Messrs. Flack & Flack, Chartered Accountants (Australia), A.M.P. Chambers, William street, Perth; and further notice is hereby given that Russell Henry is the duly appointed Attorney of the Company in Western Australia.

Dated the 20th day of October, 1939.

FLACK & FLACK,
Chartered Accountants (Australia), A.M.P. Chambers, William street, Perth.

THE COMPANIES ACT, 1893.

Smith's Newspapers, Limited.

NOTICE is hereby given that Smith's Newspapers, Limited, a foreign company incorporated in New South Wales and carrying on business in Western Australia, and having its Registered Office for that State situate at A.M.P. Chambers, William street, Perth, will cease to carry on business in the State of Western Australia after the expiration of three months from the 21st day of October, 1939.

Dated this 21st day of October, 1939.

F. R. BOYCE,
Attorney.

Flack & Flack, Chartered Accountants (Australia), A.M.P. Chambers, William street, Perth.

THE COMPANIES ACT, 1893.

Yalgoo Gold Areas, Limited.

NOTICE is hereby given that the office of the above-named Company in Western Australia is situate at care of Messrs. Ford, Rhodes, & Davies, Second Floor, St. George's House, St. George's terrace, Perth.

Dated this 31st day of October, 1939.

PARKER & PARKER,
Solicitors for the abovenamed Company,
21 Howard street, Perth.

VULCAN TIN MINES, LIMITED
(in liquidation).

NOTICE is hereby given that a general meeting of Shareholders of the above Company will be held at the office of the Company, Room 3, First Floor, English, Scottish, and Australian Bank Chambers, St. George's terrace, Perth, on Tuesday, the 5th day of December, 1939, at 3 o'clock in the afternoon, for the purpose of receiving the Liquidator's account and explanations of the conduct of the winding-up of the Company.

Dated this 30th day of October, 1939.

A. J. McLAREN,
Liquidator.

A. J. McLaren & Co., Chartered Accountants (Aust.),
English, Scottish & Australian Bank Chambers, St.
George's terrace, Perth.

WORTHMORES, LIMITED
(in liquidation).

NOTICE is hereby given that a general meeting of Shareholders of the above Company will be held at the office of the Company, Room 3, First Floor, English, Scottish, and Australian Bank Chambers, St. George's terrace, Perth, on Tuesday, the 5th day of December, 1939, at 2.30 o'clock in the afternoon, for the purpose of receiving the Liquidator's account and explanations of the conduct of the winding-up of the Company.

Dated this 30th day of October, 1939.

A. J. McLAREN,
Liquidator.

A. J. McLaren & Co., Chartered Accountants (Aust.),
English, Scottish & Australian Bank Chambers, St.
George's terrace, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1893.

Metal Panel Beating Coy., Limited (in voluntary
liquidation).

Notice to Creditors.

THE creditors of the above Company are required, on or before the 8th November, 1939, to send their names and addresses, and particulars of their debts and claims, and the name and address of their Solicitors (if any), to Victor Henry Gubgub, of 396 Murray street, Perth, the Liquidator of the said Company, 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 396 Murray 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; Thursday, 16th November, 1939, at 4 o'clock in the afternoon, at the said office, is appointed for determining as to the allowance of the debts and claims.

Dated this 23rd day of October, 1939, at Perth.

V. H. GUBGUB,
Liquidator.

Carlisle, Wade & Coy., Chartered Accountants (Aust.),
W.A. Trustee Building, 135 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 Willys (W.A.), Limited (in voluntary liquidation), of 497 Murray street, Perth.

THE creditors of the abovenamed Company are required, on or before the 21st day of November, 1939, to send their names and addresses, and particulars of their debts or claims, and the addresses of their Solicitors (if any), to John Duncan Whyte, Chartered

Accountant (Aust.), the Voluntary Liquidator of the abovenamed Company, and, if so required by notice in writing from the said Voluntary Liquidator are by their Solicitors or otherwise to prove their said debts or claims at Withnell Chambers, Howard street, Perth, the office of the said Voluntary Liquidator, at such time as shall be specified in such notice, or in default thereof they shall be excluded from the benefit of any distribution made before such debts are proved; Tuesday, the 28th day of November, 1939, at 10 o'clock a.m., at the said office, is appointed for determining as to the allowance of the debts and claims.

Dated at Perth this 26th day of October, 1939.

J. D. WHYTE,
Voluntary Liquidator.

Coombs, Whyte & Lissiman, Chartered Accountants
(Aust.), First Floor, Withnell Chambers, Howard
street, Perth.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA.

In the matter of the Companies Act, 1893, and in the matter of Willys (W.A.), Limited, of 497 Murray street, Perth.

Chairman's Certificate of Special Resolution for
Winding-up Company.

THIS is to certify that, at an extraordinary general meeting of the Shareholders of Willys (W.A.), Limited, duly convened and held at the Registered Office of the Company, 497 Murray street, Perth, on Thursday, the 26th day of October, 1939, at 10 o'clock a.m., the following special resolutions were duly carried:—That it having been decided to the satisfaction of the Shareholders that the Company be wound up, it is hereby resolved that the Company go into Voluntary Liquidation; that Mr. J. D. Whyte, of Messrs. Coombs, Whyte & Lissiman, Chartered Accountants (Aust.), Howard street, Perth, be appointed Voluntary Liquidator of the Company.

Dated at Perth this 26th day of October, 1939.

(Signed) R. P. LAKEY,
Chairman.

ASSOCIATIONS INCORPORATION ACT, 1895.

The United Licensed Victuallers' Association of the Commonwealth of Australia (W.A. Branch).

WE, Joseph Adolphus Coleman, of Hurlingham Hotel, South Perth, in the State of Western Australia, Publican, and Stanley Edwin O'Brien, of the Court Hotel, Beaufort street, Perth, in the State of Western Australia, Publican, the Trustees of The United Licensed Victuallers' Association of the Commonwealth of Australia (W.A. Branch), do hereby give notice that we are desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

Dated the 14th day of October, 1939.

J. A. COLEMAN,
S. E. O'BRIEN.

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

Memorial of The United Licensed Victuallers' Association of the Commonwealth of Australia (W.A. Branch), filed in pursuance of the Associations Incorporation Act, 1895:—

1. Name of Institution.—The United Licensed Victuallers' Association of the Commonwealth of Australia (W.A. Branch).

2. Object or Purpose of the Institution.—To support and protect the general interests of the liquor trade and the promotion of laws favourable to and repeal of laws which injuriously affect those interests.

3. Where Situated or Established.—A.N.A. House, St. George's terrace, Perth.

4. The Name or Names of the Trustee or Trustees.—Joseph Adolphus Coleman, of the Hurlingham Hotel, South Perth; Stanley Edwin O'Brien, of the Court Hotel, Perth.

5. In whom the Management of the Institution is vested and by what means.—A Committee of Management consisting of President, three Vice-Presidents, Treasurer, and nine other members; also the immediate Past President of the Association and the Chairman, President, or delegate of any affiliated association, who shall be *ex officio* members. The Committee of Management (other than *ex officio* members) is elected annually in accordance with the rules of the Association.

NOTICE is hereby given that the Partnership hitherto conducted by Herbert John Chamberlain and Horace Arthur Dinsdale, under the style of "Chamberlain, Dinsdale & Co.," at 55 Gloucester street, Victoria Park, has been dissolved by mutual consent as and from 16th October, 1939. The said Horace Arthur Dinsdale will continue to conduct business on his own account at 75 Cargill street, Victoria Park.

(Signature) H. J. CHAMBERLAIN.

Signed by the said Herbert J. Chamberlain in the presence of—

J. H. O'Shannessy.

(Signature) H. A. DINSDALE.

Signed by the said Horace A. Dinsdale, in the presence of—

J. H. O'Shannessy.

NOTICE OF CHANGE OF NAME.

I, CHARLES MARDOC ELLIS-HENDERSON, of Hill street, Gooseberry Hill, in the State of Western Australia, Boilermaker, whose birth is registered as Charles Mardoc Ellis, hereby give notice that on the 28th day of October, 1939, I assumed for myself and my children and remoter issue, the surname of Henderson in addition to the surname of Ellis, and so that the said original and additional surnames shall be treated as a single surname under the form or style of Ellis-Henderson; and, further, that such addition of surname is evidenced by a Deed dated the 28th day of October, 1939, duly executed by me and enrolled in the Public Office of the Registrar of Deeds and Transfers, at Perth, in the said State.

Dated the 28th day of October, 1939.

C. M. ELLIS-HENDERSON.

John E. Roe, 19 Howard street, Perth, Solicitor for the said Charles Mardoc Ellis-Henderson.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edward Aubrey McLarty, late of 19 Alvan street, Mt. Lawley, in the State of Western Australia, Retired Manager of the Agricultural Bank, deceased.

ALL claims or demands against the Estate of the abovenamed Edward Aubrey McLarty, deceased, must be sent in writing to the Executors, care of the undersigned Solicitors, on or before the 4th day of December, 1939, after which date the said Executors will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands so sent in.

Dated the 31st day of October, 1939.

DARBYSHIRE & GILLETT,
of Commercial Bank Chambers,
42 St. George's terrace, Perth,
Solicitors for the said Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Margaret Pollard, late of Yarloop, in the State of Western Australia, Widow, deceased.

ALL claims and demands against the Estate of the abovenamed Margaret Pollard, deceased, must be sent in writing to the Executors, care of the undersigned Solicitors, on or before the 4th day of December, 1939,

after which date the said Executors will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands so sent in.

Dated the 26th day of October, 1939.

DARBYSHIRE & GILLETT,
of Commercial Bank Chambers,
42 St. George's terrace, Perth,
Solicitors for the said Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Francis Single, formerly of 57 Cottesloe avenue, Cottesloe, but late of 51 Cottesloe avenue, Cottesloe, in the State of Western Australia, Retired Baker, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executor, care of Joseph, Muir & Williams, Solicitors, A.N.A. House, St. George's terrace, Perth, on or before the 4th day of December, 1939, after which date the Executor will distribute the Estate amongst the persons entitled thereto, and will not be liable in respect of any claims and demands of which he shall not then have had notice.

Dated this 27th day of October, 1939.

JOSEPH, MUIR & WILLIAMS,
A.N.A. House, St. George's terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Matthew Waterstrom, late of 5 Commonwealth avenue, North Perth, in the State of Western Australia, Retired Accountant, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed Matthew Waterstrom, deceased, are required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 4th day of December, 1939, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which it shall then have had notice.

Dated the 26th day of October, 1939.

V. O. FABRICIUS,
of 56 A.M.P. Chambers, William street, Perth,
Solicitor 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 and Estate of Alice Elizabeth Wenmoth (sometimes known as Alice Wenmoth), late of 20 Flinders street, Mount Hawthorn, in the State of Western Australia, Spinster, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to The West Australian Trustee, Executor, and Agency Company, Limited, of St. George's terrace, Perth, the Administrator (with the Will) of the Estate of the said deceased, on or before the 4th day of December, 1939, after which date the Administrator (with the Will) will proceed to distribute the assets among the persons entitled thereto, having regard only to those claims and demands of which it shall then have had notice.

Dated this 26th day of October, 1939.

S. E. TIPPETT,
of West Australian Chambers, St. George's terrace, Perth, Solicitor for the West Australian Trustee, Executor, and Agency Company, Limited.

NOTICE TO CREDITORS AND CLAIMANTS.

IN THE SUPREME COURT OF WESTERN AUSTRALIA, PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims or demands against the Estates of the undermentioned deceased persons (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 in writing on or before the 24th day of November, 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 2nd day of November, 1939.

J. H. GLYNN, Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Kauppila, Heikki (also known as Heikki Kaupilla)	6-6-39	26-10-39	Esperance	Rigger.
McDonnell, John	10-5-39	..	formerly of Geraldton but late of Claremont	Stockman.

ESTATES placed under the charge of the Curator of Intestate Estates for management during the month of October, 1939 :—

No.	Name of Deceased.	Residence.	Supposed Nationality.	Date of Order.	Estimated Value of—		Date of Death.
					Personalty.	Realty.	
86/39	Quistini, Peter	Kookynie	Italian	2-10-39	£ s. d. 69 12 6	£ s. d. Nil	4-2-39
143/39	Shaw, Charles Harry	Nannine	British ... ..	..	113 5 10	..	4-6-39
204/39	Gimenez, Silverio	formerly of New Norcia but late of Claremont	Spanish ... ..	..	80 0 0	..	23-7-39
272/39	Gebbie, Alexander (also known as Alexander McLean Gebbie)	Coolgardie	British ... ..	..	5 5 0	..	23-8-39
212/39	Saftich, Ivan	formerly of Kurrawang but late of Wooroloo	Jugo-Slav	3-10-39	22 0 0	..	9-8-39
193/39	Davey, John	Leonora	British	18-10-39	21 13 1	..	13-7-39
142/39	Lahey, James	Go Go Station, Fitzroy Crossing	do. ... ..	..	2 18 11	..	21-5-39
278/39	Martin, Thomas	Wiluna	Irish ... ..	..	3 2 2	..	28-7-39
286/39	Knight, Percy Harold	formerly of Onslow but late of Wooroloo	British ... ..	..	9 0 0	..	7-9-39
268/39	Stalker, Dugald	formerly of Roleystone but late of Nedlands	do. ... ..	..	8 9 9	..	30-7-39
124/39	Godfrey, James George	Grass Patch <i>via</i> Esperance	do. ... ..	..	8 0 0	..	12-5-39
264/39	Griffiths, Arthur	formerly of Collie but late of Claremont	do. ... ..	..	15 0 0	..	28-3-38
250/39	Butcher, Joseph Arthur	Wyndham	do. ... ..	..	150 0 0	..	8-7-39
157/39	Power, John	Coolgardie	Irish ... ..	..	4 10 6	..	17-6-39
147/39	Kauppila, Heikki (also known as Heikki Kaupilla)	Esperance	Finn	26-10-39	50 0 0	..	6-6-39
227/39	McDonnell, John	formerly of Geraldton but late of Claremont	British ... ..	..	3 14 1	..	10-5-39

Dated this 2nd day of November, 1939.

J. H. GLYNN,
Curator of Intestate Estates.

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

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Abattoirs Act and Amendment	0	1	0
Administration Act (Consolidated)	0	3	0
Adoption of Children Act	0	2	6
Agricultural Bank Act	0	1	0
Agricultural Seeds Act	0	1	0
Arbitration Act	0	1	0
Associations Incorporation Act	0	0	6
Auctioneers Act	0	1	0
Bills of Sale Act (Consolidated) and Amendment	0	1	6
Brands Act	0	1	6
Bread Act (Consolidated) and Amendment	0	1	6
Bush Fires Act	0	1	0
Carriers Act	0	0	6
Child Welfare Act	0	2	0

	£	s.	d.
Companies (Consolidated) Act	0	4	6
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	0
Declarations and Attestations Act	0	0	6
Dentists Act and Amendment	0	2	0
Discharged Soldiers' Settlement Act	0	1	6
Dog Act (Consolidated)	0	1	0
Dried Fruits Act	0	1	6
Driving Act	0	1	0
Drugs (Police Offences) Act	0	1	0
Egg Marketing Act	0	1	0
Electoral Act (Consolidated)	0	2	6
Electricity Act	0	1	0
Employers' Liability Act	0	0	6

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Employment Brokers Act and Amendment ..	0	1	0
Evidence Act (Consolidated) ..	0	2	0
Factories and Shops Act (Consolidated) ..	0	3	0
Factories and Shops Act Regulations ..	0	0	3
Factories and Shops Time and Wages Books—			
Large	0	4	3
Small	0	3	3
Farmers' Debts Adjustment Act (Consolidated)	0	1	0
Feeding Stuffs Act	0	0	6
Fertilisers Act	0	1	0
Financial Emergency Act	0	1	6
Financial Emergency Tax Assessment Act ..	0	1	6
Firearms and Guns Act (Consolidated) ..	0	1	0
Fire Brigades Act, 1916, and Amendment ..	0	3	0
Firms Registration Act and Amendment ..	0	1	0
Fisheries Act (Consolidated)	0	1	0
Forests Act	0	1	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6
Friendly Societies Act and Amendments ..	0	2	0
Game Act (Consolidated)	0	1	0
Gold Buyers Act	0	1	0
Goldfields Water Supply Act	0	2	6
Gold Mining Profits Tax and Assessment ..	0	1	0
Government Electric Works Act	0	1	0
Group Settlement Act	0	1	3
Hawkers and Pedlars Act and Amendment ..	0	1	0
Health Act (Consolidated)	0	5	0
Hire Purchase Agreement Act (Consolidated)	0	0	6
Hospital Fund Act	0	1	0
Hospitals Act	0	1	0
Illicit Sale of Liquor Act	0	0	6
Income Tax Assessment Act	0	3	0
Industrial Arbitration Act (Consolidated) ..	0	3	6
Industrial Arbitration Regulations	0	2	6
Industries Assistance Act (Consolidated) ..	0	1	0
Inebriates Act	0	0	6
Infants, Guardianship of, Act	0	1	0
Inspection of Machinery Act with Regulations	0	2	6
Inspection of Scaffolding Act (Consolidated)	0	1	6
Interpretation Act	0	1	3
Irrigation and Rights in Water Act	0	1	6
Justices Act (Consolidated)	0	3	0
Land Act and Regulations	0	3	6
Land Agents Act and Amendment	0	1	0
Land Drainage Act	0	2	0
Legal Practitioners Act (Consolidated) ..	0	1	0
Legitimation Act	0	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	2	0
Lunacy Act (Consolidated)	0	2	0
Main Roads Act	0	1	6
Marine Stores Dealers Act	0	1	0
Marriage Act	0	2	0
Married Women's Property Act (Consolidated)	0	0	6
Married Women's Protection Act (Consolidated)	0	0	6
Masters and Servants Act	0	1	0
Medical Practitioners Act	0	1	6
Metropolitan Milk Act (Consolidated) ..	0	1	6
Metropolitan Water Supply, Sewerage, and			
Drainage Act	0	2	0
Mines Regulation Act	0	1	9
Mine Workers' Relief Fund Act and Regula-			
tions	0	2	6
Mining Act	0	2	0
Mining Development Act	0	1	6
Money Lenders Act (Consolidated)	0	1	0
Municipal Corporations Act (Consolidated) ..	0	5	0
Native Administration Act	0	1	6
Native Flora Protection Act	0	1	0
Notaries Act	0	0	6
Noxious Weeds Act	0	1	0
Nurses Registration Act	0	1	6
Partnership Act	0	1	0
Pawnbrokers Act (Consolidated)	0	1	0
Pearling Act (Consolidated)	0	2	0
Petroleum Act	0	2	0
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Police Code Compilation	1	10	0
Powers of Attorney Act	0	0	6
Prevention of Cruelty to Animals Act	0	1	0
Prisons Act (Consolidated)	0	1	6
Public Service Act (Consolidated)	0	2	6

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Public Works Act and Amendment	0	2	6
Purchasers' Protection Act	0	1	6
Road Districts Act (Consolidated)	0	3	6
Sale of Goods Act	0	1	0
Second-hand Dealers Act	0	0	6
Stamp Act (Consolidated)	0	2	6
State Government Insurance Act	0	0	6
State Manufacturers Description Act	0	0	6
State Trading Concerns Act	0	1	6
State Transport Co-ordination Act	0	1	6
Statistics Act	0	0	6
Superannuation and Family Benefits Act ..	0	2	0
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 Regu-			
lations	0	2	6
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Trade Unions Act	0	1	6
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Truck Act and Amendment	0	1	6
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Unclaimed Moneys Act	0	1	0
Vermin Act (Consolidated)	0	2	6
Veterinary Act	0	1	6
Water Boards Act	0	2	6
Weights and Measures Act and Regulations	0	2	6
Wheat Pool Act	0	1	0
Wheat Products (Prices Fixation) Act	0	1	0
Workers' Compensation Act	0	2	0
Workers' Homes Act (Consolidated)	0	2	0
Workmen's Wages Act	0	1	6
Year Book, Pocket	0	0	6

Postage Extra.

NOTICE.

THE GOVERNMENT GAZETTE.

The *Government Gazette* is published on Friday in each week, unless otherwise interfered with by Public Holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The Subscription to the *Government Gazette* is as follows:—30s. per annum, 17s. 6d. per half year, and 10s. per quarter, including postage. Single copies 9d.; previous years, up to ten years 1s. 6d., over ten years 2s. 6d.; postage 1d. extra.

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SPECIAL NOTICE.

ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer BEFORE TEN O'CLOCK a.m. on THURSDAY, the day preceding the day of publication, and are charged at the following rates:—

For the first eight lines, 5s.;
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and half-price for each subsequent insertion.

To estimate the cost of an advertisement, count nine words to a line; heading, signature, and date being reckoned as separate lines.

All fees are payable in advance. Remittances should be made by money order, postal note, or cheque. Exchange must be added to cheques.

All communications should be addressed to "The Government Printer, Perth."

THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

THE Annual Subscription to the above is Seven shillings and sixpence and the charge for a single copy Two shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

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