



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 3.]

PERTH : FRIDAY, JANUARY 19.

[1940.

Bank Holiday at Albany.

PROCLAMATION

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

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Lieutenant-Governor of the said State, do by this my Proclamation appoint Monday, 5th February, 1940, a special day to be observed as a Bank Holiday in the Town of Albany.

Given under my hand and the Public Seal of the said State, at Perth, this Eleventh day of January, 1940.

By His Excellency's Command,

(Sgd.) W. H. KITSON,
Chief Secretary.

GOD SAVE THE KING !!!

Dedication of Public Highway.

City of Fremantle Municipality.

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.

Corr. S033/04.

WHEREAS by sections 222 and 227 of the Municipal Corporations Act, 1906 (6 Edward, No. 32), it shall be lawful for the Governor, on request of the Council, by notice in the *Government Gazette*, to declare any land reserved, used, or by purchase or exchange acquired for a street or way, or any place, bridge, or thoroughfare, to be a public highway, and such land shall thereupon and thenceforth, from the date of such Proclamation, become and be absolutely dedicated to the public as a public highway, within the meaning of any law now or hereafter in force: And whereas the City of Fremantle Municipal Council has requested that certain land, named and described in the Schedule hereunder, which has been used for a street or way within the municipality of the City of Fremantle, be declared a public highway: Now, therefore I, the said Lieuten-

ant-Governor, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said land to be a public highway, and such land shall, from the date of this Proclamation, be absolutely dedicated to the public as a highway, within the meaning of any law now or hereafter in force.

Schedule.

Name of Street, Width, Position, and Titles Office Plans.

Sainsbury road; 1 chain (plus truncations); along the north boundaries of Cockburn Sound Locations 551 and 874; L.T.O. Diagram 10670.

Given under my hand and the Public Seal of the said State, at Perth, this 10th day of January, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

The Bush Fires Act, 1937.

PROCLAMATION

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

Corres. No. 2225/39.

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

Given under my hand and the Public Seal of the said State, at Perth, this 10th day of January, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

PROCLAMATION

(under 60 Viet., 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. 1480/39.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Viet., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to vest in His Majesty as of his former estate all or any lands whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of portion of Swan Location 75, and being Lots 68 and 71 on Plan 313, registered in the Office of Titles in Volumes 40 and 41, Folios 325 and 358 respectively: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation vest in His Majesty, his heirs and successors portion of Swan Location 75 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 10th day of January, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

(under 60 Viet., 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. 1460/07.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Viet., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to vest 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 Torbay Agricultural Area Lot 12, registered in the Office of Titles in Volume 1056, Folio 5: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation vest in His Majesty, his heirs and successors Torbay Agricultural Area Lot 12 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 10th day of January, 1940.

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. 220/24.

WHEREAS it is enacted by section 116 of the Factories and Shops Act, 1920/37, 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 Monday, the 29th day of January, 1940, shall be a public holiday throughout the State for the purposes of the said Act, and shall be observed as a public holiday under every part of the said Act in which the expression occurs.

Given under my hand and the Public Seal of the said State, at Perth, this 10th day of January, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chambers, at Perth, the 10th day of January, 1940, the following Orders in Council were authorised to be issued:—

The Child Welfare Act, 1907-27.

ORDER IN COUNCIL.

C.W.D. 1018/39. Ex. Co. 7.

WHEREAS by section 19 of the Child Welfare Act, 1907-27, it is provided that the Governor may by Order in Council establish special Courts, to be called Children's Courts, and may by Order in Council from time to time determine the area in and for which each Court shall exercise jurisdiction: And whereas by section 19 (2) of the Child Welfare Act, 1907-27, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court, and may determine the respective seniorities of such members: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby establish a Children's Court at Carnamah, to exercise jurisdiction over the area constituting the Carnamah Police District, and do hereby appoint the persons named in the Schedule hereto to be members of the Children's Court at the place mentioned:—

Schedule.

Carnamah:—John Bowman; Norman Wilfred Reynolds; William Alexander Thomas Sargent; and William John Pethick.

L. E. SHAPCOTT,
Clerk of the Council.

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 1893/95.

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. 315, at Pinjarra, should vest in and be held by the Murray Road Board in trust for the purpose of Recreation: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby direct that the before-mentioned reserve shall vest in and be held by the Murray 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. 1695/02.

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. 14004, at Mandurah, should vest in and be held by the Murray Road Board in trust for the purpose of Recreation: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby direct that the before-mentioned reserve shall vest in and be held by the Murray 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. 3330/21.

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 Class "A" Reserve No. 17671, at Badgebup, should vest in and be held by the Katanning Road Board in trust for the purpose of Recreation and Picnic Ground: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned Reserve shall vest in and be held by the Katanning Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 609/14.

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 15242, at Dalwallinu, should vest in and be held by the Dalwallinu Road Board in trust for Recreation, Racecourse, and Show Ground: 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 Recreation, Racecourse, and Show Ground, with power to the said Dalwallinu Road Board to lease the whole or any portion of the said reserve for any term not exceeding Twenty-one (21) years from the date of the lease.

The Order in Council dated 4th February, 1930, is hereby superseded.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 17th January, 1940.

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

Ralph Potts, Esquire, of 300 William street, Perth, as a Justice of the Peace for the Perth Magisterial District;

Clive Montrose Piesse, Esquire, of 72 Stanley street, Nedlands, as a Justice of the Peace for the Perth Magisterial District, in lieu of the Northam Magisterial District;

George Henry Hemley, Esquire, of 168 Coode street, Como, as a Justice of the Peace for the Perth Magisterial District in lieu of the Williams Magisterial District.

Ex officio JUSTICE OF THE PEACE.

It is hereby notified, for public information, that William Hurtle Nicholls, Esquire, Chairman of the West Arthur Road Board, has been appointed, under section 9 of the Justices Act, 1902-36, as a Justice of the Peace for the Williams Magisterial District during his term of office as Chairman of the Board.

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.

Day, Harold Talbot, Kulin, 10th January, 1940.
Ireland, Norman Robert, Ongerup, 11th January, 1940.
Good, Alexander Cyril, Marradong, 12th December, 1939.

All claims 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 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:—Chitty, Horace Herbert, Toodyay; Davies, Thomas Daniel, West Wubin; Day, George, Burraecoppin; Farrell, Anthony Henry and May Amelia Cecil, Perenjori; Green, Patrick George, West Pingelly; James, Lyle Victor, Dumblebung; Moralee, Alex, Newdegate; McVeigh, Arthur Newington and Jameson, Kukerin; 17th January, 1940.

W. A. WHITE, Director.

17th January, 1940.

WORKERS' HOMES ACT, 1911-1938.

Treasury Department,
Perth, 10th January, 1940.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to the power conferred by section 50 of the Workers' Homes Act, 1911-1938, has been pleased to amend the regulations made under and for the purposes of the said Act and published in the *Government Gazette* on the 3rd day of June, 1938, in the manner mentioned in the Schedule hereunder.

(Sgd.) A. J. REID,
Under Treasurer.

The Schedule Referred To.

The regulations made under the Workers' Homes Act, 1911-1938, and published in the *Government Gazette* on the 3rd day of June, 1938, are amended as follows:—

(1) A new regulation is added at the end of the said regulations, to stand as regulation 31, as follows:—

Borrowing by the Board.

31. (1) Where, in respect of any borrowing by the Board under section six A of the Act, the principal money borrowed is repayable in one sum at the end of the term for which such principal money is borrowed, the debentures to be issued by the Board as security for the repayment of such principal money shall be in accordance

with the Form No. 7 in Appendix A to these regulations, and the interest coupons attached to, or to be issued with, such debentures shall be in accordance with the Form No. 8 in Appendix A aforesaid.

(2) Where, in respect of any borrowing by the Board under section six A of the Act, the principal money borrowed is repayable with interest thereon by half-yearly or other periodical instalments, the debenture or debentures to be issued by the Board as security for the repayment of such principal money and interest shall be in accordance with the Form No. 9 in Appendix A to these regulations.

(2) Appendix A to the said regulations is amended by adding thereto, after Form No. 6, additional forms, to stand as Forms numbered 7, 8 and 9, respectively, as follows:—

Form No. 7.
Western Australia.

WORKERS' HOMES ACT, 1911-1938.

Debenture.

Loan No..... for £.....
Debenture No..... Issued by Workers' Homes Board £.....

Transferrable by Delivery.

THIS Debenture (being one of a series of..... debentures of £..... numbered..... to.....) is issued by Workers' Homes Board, as constituted under the Workers' Homes Act, 1911-1938 (hereinafter referred to as the Board), pursuant to the provisions of the said Act, and is to secure to the bearer a principal sum of..... pounds payable on the..... day of....., one thousand nine hundred and..... Interest at the rate of £..... per centum per annum on such principal sum is payable in the meantime by equal half-yearly payments on the last days of the months of December and June in each and every year, and a coupon is annexed hereto (or is issued herewith) for each periodical instalment of interest. Such coupon entitles the bearer to receive payment of the interest stated in the coupon.

The principal sum and interest aforesaid are payable by the Treasurer at the Treasury, Perth, and, in accordance with the provisions of the said Act, they are charged and secured upon the assets and revenue of the Board. Also the payment of the said principal money and interest is guaranteed by the State. £..... per cent. of the amount of this debenture (or series of debentures to which this debenture belongs) will, in every half year be invested in accordance with the Act to form a sinking fund for the redemption of this debenture (or series of debentures, to which this debenture belongs).

The Common Seal of Workers' Homes Board was hereto affixed by order of the Board this..... day of..... one thousand nine hundred and..... in the presence of—

Common Seal.

.....
Chairman Workers' Homes Board.

.....
Secretary.

.....
Member Workers' Homes Board.

.....
Treasurer of Western Australia.

Form No. 8.
Western Australia.

WORKERS' HOMES ACT, 1911-1938.

Coupon.

Coupon No.... attached to (or issued with) Debenture No..... issued by Workers' Homes Board, dated the..... day of..... 19...., and maturing on the..... day of..... 19...., for the sum of £.....

Coupon payable to bearer for..... pounds..... shillings and..... pence interest due on the above debenture.

Payable at the Treasury Department, Perth.

£..... Due.....

Form No. 9.
Western Australia.

WORKERS' HOMES ACT, 1911-1938.

Debenture.

Loan No..... for £.....
Debenture No..... for £.....

Transferable by Delivery.

THIS Debenture (being one of a series of..... debentures of £..... numbered..... to.....) is issued by Workers' Homes Board as constituted under Workers' Homes Act, 1911-1938 (herein-

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Agriculture	Horticultural Adviser (Item 1569)	Class 5-6, £366—£438	1940. 20th January.
Do.	Clerk, Abattoirs (Item No. 1524)	Class 9, £294—£306	do.
North-West	Clerk, Fisheries	Class 7, £342—£366	23rd January.
Crown Law	Clerk, Police Court (Item 1376)	Class 10, £279—£288	27th January.
Do.	Clerk, Supreme Court (Item 1318)	Class 7, £342—£366	3rd February.
Premier's	*Officer in Charge, Melbourne Tourist Bureau	Class 7, £342—£366	10th February.

*Applications are also called under Section 29. Preference will be given to an applicant with experience of Tourist business and possessing an intimate knowledge of the principal towns, tourist resorts, transport and accommodation facilities in Western Australia and familiarity with all Australian Railway systems, fares, and freights.

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

GEO. W. SIMPSON,
Public Service Commissioner.

Office of Public Service Commissioner,
Perth, 18th January, 1940.

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

Ex. Co. 59; P.S.C. 785/39.—A. A. Hall, Draftsman, 2nd Class, Mines Department, to be Draftsman, 1st Class, as from 1st January, 1940;

Ex. Co. 59; P.S.C. 643/37.—George Henry Kirkby, under section 28 of the Public Service Act, to be Junior Clerk, Kalgoorlie, Mines Department, as from 14th June, 1939.

Also of the acceptance of the following resignations:—

Ex. Co. 59.—A. E. Hill-Rennie, Draftswoman, Public Works Department, as from 19th January, 1940;

Ex. Co. 59.—C. E. J. Hunter, Junior Clerk, Child Welfare Department, as from 19th January, 1940;

Ex. Co. 2709.—N. E. Sampson, Inspector, Education Department, as from 31st January, 1940;

Ex. Co. 59.—S. Lehrback, Machinist in Charge, Public Works Department, as from 13th January, 1940.

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 18th January, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has appointed B. M. Smith as acting Electoral Registrar for the Collie Electoral District, during the absence of A. Frappell, on leave.

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

H. P. Mounter as acting Bailiff of the York Local Court at Quairading, during the absence of E. C. Nicholls, on leave;

G. E. Tozer as acting Bailiff of the Mt. Magnet Local Court, during the absence of G. M. Flanders, on leave;

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

W. R. Andrews as Bailiff of the Merredin Local Court at Nungarin;

W. J. Aylmore as acting Bailiff of the Bunbury Local Court at Harvey, during the absence of A. J. Warren, on leave;

W. H. Archibald as acting Bailiff of the Kalgoorlie Local Court, during the absence of H. W. Rowbottom, on leave;

Richard John Comerford, Esq., of Mukinbudin; Jasper Louis Beverley McCormick, Esq., of Carnarvon, and Alwyn James Wallis, Esq., of Margaret River, as Commissioners for Declarations under the Declarations and Attestations Act, 1913.

W. S. BOWN,
Acting Under Secretary for Law.

THE WORKERS' HOMES ACT, 1911.

Dedication of Lot.

Department of Lands and Surveys,

Corres. No. 1480/39. Perth, 17th January, 1940.
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 Swan Locations 4427 to 4431, inclusive (being late Lots 68 and 71 of Swan Location 75), to the purposes of the said Act.

G. L. NEEDHAM,
Under Secretary for Lands.

FORFEITURES.

THE undermentioned Leases have been cancelled under section 32 of the Land Act, 1933-1938, for non-payment of rent or other reasons:—

Name, Lease No., District, Reason, Corres. No.,
Plan No.

Caunt, F. W. and Caunt, M. G. (Mrs.); 55/1200; Ninghan 3066; £61 14s. 1d.; 4236/28; 67/80, A & B3 & 4.
Camt, F. W.; 74/372; Ninghan 3351; abandoned; 4649/28; 67/80, A & B3 & 4.
Clements, M. M. (Mrs.); 347/1688; Nelson 9717, 9723 & 9724; £11 15s. 7d.; 2137/37; 442C/40.
Clifton, B. G.; 347/852; Victoria 6705; £2 5s. 0d.; 1908/35; 159C/40, E3.
Eaton, Patricia; 342/754; Mount Helena 140; £5 8s. 0d.; 1833/37; Mount Helena.
Forrester, H. L.; 392/573; Victoria 7151; £2 10s. 0d.; 190/38; 192/80, BC3 & 4.
Love, Edward E.; 347/2375; Peel Estate 37, 38, 39, 40 & 41; abandoned; 1308/39; 341D/40.
McArthur, A. J. R.; 3292/153; Narrogin 1070; £1 0s. 2d.; 4007/15; Narrogin (1).
O'Neil, H. R.; 25582/74; Ninghan 2730; abandoned; 1413/27; 66/80.
O'Neil, H. R.; 13194/56; Ninghan pt. 2706; £75 7s. 5d.; 2785/27; 66/80.
O'Neil, H. R.; 42322/55; Ninghan pt. 2706; £202 2s. 8d.; 600/27; 66/80.
Peake, W. J.; 394/934; Hardey; abandoned; 12451/11; 93/300.
Perry, K. G. (Miss); 55/1378; Ninghan 3081; £172 14s. 7d.; 4706/28; 67/80.
Peterson, Enoch; 39480/55; Ninghan 568; £176 4s. 6d.; 1995/22; 66/80.
Peterson, Enoch; 22938/74; Ninghan 569; abandoned; 5912/21; 66/80.
Randall, A. T.; 1303/41A; Reserves 14528 and 15257; £19 10s. 0d.; 7944/13; 456/80, E1.
Reeve, A. C. and Reeve, Arthur; 55/620; Nelson 560; abandoned; 8803/96; 439C/40, F3.

Squires, G. W.; 348/686; Kojomup 4581, 4582, 4583, 4584, 4585, 4586, 4587, 4588 and 4589; £1 14s. 6d.; 829/37; 409D/40, 410C/40.
 Thomas, Gilbert; 55/1014; Ninghan 3166; £32 8s. 9d.; 3283/28; 54/80.
 Thomas, Gilbert; 74/220; Ninghan 2894; abandoned; 3410/28; 54/80.
 Willgoose, Ralph; 347/1691; Victoria 5544; £1 12s. 0d.; 2190/37; 89/80.
 Wood, Isabella; 347/830; Peel Estate 838; £79 10s. 5d.; 1883/35; Peel Estate.

G. L. NEEDHAM,
 Under Secretary for Lands.

GOVERNMENT LAND SALES.

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

CUE.

24th January, 1940, at 2 p.m., at the Mining Registrar's Office—

Big Bell—Town 72, 39.1p., £50; 120, 39.1p., £40; 125, 1r., £25; 129, 39.1p., £25; 130, 134, 1r. each, £20 each; 153, 1r., £15; †170, 172, 174, 175, 1r. each, £12 10s. each; 177, 39.1p., £12 10s.; 203, 205, 216, 219, 220, 221, 222, 223, 1r. each, £12 10s. each.

MOUNT MAGNET.

24th January, 1940, at 2 p.m., at the Mining Registrar's Office—

Boogardie—Town 44, 46, 1r. each, £10 each; 87, 1r., £12 10s.

NORSEMAN.

3rd February, 1940, at 2.30 p.m., at the Court House—

¶Norseman—Town 688, 1r., £10; 833, 1r. 0.7p., £15; 834, 2r., £20; †1038, 1r. 12p., £12 10s.; 1039 to 1045 incl., 1r. each, £12 10s. each; 1046, 1047, 39.1p. each, £12 10s. each; 1048 to 1050 incl., 1r. each, £12 10s. each; 1051, 1064, 39.1p. each, £12 10s. each; 1065, 1066, 1067, 1r. each, £12 10s. each; 1068, 1069, 39.1p. each, £12 10s. each; 1070 to 1078 incl., 1r. each, £12 10s. each; 1079, 1r. 1p., £12 10s.; 1080 to 1085 incl., 1r. each, £12 10s. each; 1086, 38.3p., £12 10s.; 1098, 1r. 0.2p., £12 10s.; 1099 to 1102 incl., 1r. each, £12 10s. each; 1103, 1104, 1r. 0.9p. each, £12 10s. each; 1105, 1106, 1r. each, £12 10s. each; 1107, 38.3p., £12 10s.; 1158, 39.2p., £12 10s.; 1159 to 1164 incl., 1r. each, £12 10s. each; 1165, 1166, 39.2p. each, £12 10s. each; 1167 to 1172 incl., 1r. each, £12 10s. each; 1173, 1110, 39.2p. each, £12 10s. each; 1111 to 1116 incl., 1r. each, £12 10s. each; 1117, 39.2p., £12 10s.; 1056; 38.3p., £25; 1057 to 1061 incl., 1r. each, £25 each; 1062, 36.4p., £25; 1055, 38.3p., £15; 1052 to 1054 incl., 1r. each, £12 10s. each.

PERTH.

9th February, 1940, at 11 a.m., at the Department of Lands and Surveys—

‡Canning Loc.* 1015, 3r. 35.4p., £18.
 †Mundijong—*177, 178, 6a. 0r. 14p. each, £16 each; 179, 9a. 2r. 4p., £24; 181, 6a. 1r. 24p., 182, 5a. 3r. 29p., 183, 5a. 3r. 26p., £16 each.
 ‡Rockingham—Town 384, 36p., £25.

¶Subject to payment for improvements on the fall of the hammer, if purchased by other than the owner thereof.

*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.

CHANGE OF NAME OF STREET—EAST
 FREMANTLE MUNICIPALITY.

Department of Lands and Surveys,
 Perth, 17th January, 1940.

1677/39.
 IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1938, of the name of Chester street, from Lower Canning road to Fraser street, in the East Fremantle Municipal District, being changed to "Gordon street"; and such street shall hereafter be known and designated as "Gordon street" accordingly.

G. L. NEEDHAM,
 Under Secretary for Lands.

RESERVE.

Department of Lands and Surveys,
 Perth, 17th January, 1940.

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

600/35.

SUSSEX (at Cowaramup).—No. 22112 (Rest Room—Country Women's Association).—Location No. 3212 (about 1r.) (Plan 413D/40, B4.) Reserve 19416 (Recreation) is hereby reduced.

G. L. NEEDHAM,
 Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
 Perth, 17th January, 1940.

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, 1933-38 at the following upset prices:—

Applications to be lodged at Northam.

Corr. No. 794/13, Vol. 2.

WUBIN, Town, 16, £30; suburban for cultivation; 69 (4a. 3r. 39p.), £25; Lot 16 is available subject to payment for improvements to the value of £125.

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.

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, 24th JANUARY, 1940.

PERTH LAND AGENCY.

North-West Division.

Teano District (near Rocky Gorge).

Corres. 2237/35. (Plan 92/300.)

That area of unsurveyed land containing about 28,572 acres, being P. S. O'Brien's forfeited Pastoral Lease No. 394/1142; subject to payment for improvements, if any.

WEDNESDAY, 7th FEBRUARY, 1940.

PERTH LAND AGENCY.

Kimberley Division.

Dampier District (near Cape Bertholet).

Corres. No. 952/34. (Plan 136/300.)

That area of unsurveyed land, containing about 20,000 acres; being R. S. Kirby's forfeited Pastoral Lease No. 396/424.

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, 24th JANUARY, 1940.

BEVERLEY LAND AGENCY.

Roe District (near King Rocks).

Corr. No. 1065/34. (Plan 346/80, C3.)

The unsurveyed area, containing about 160 acres, bounded by lines commencing at a point on the south boundary of Location 1468 situate about 120 chains from its south-west corner and extending east along said south boundary for about 40 chains; thence south about 40 chains, west about 40 chains and north about 40 chains to the starting point; subject to survey, classification and pricing.

BUNBURY LAND AGENCY.

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

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

Location 226, containing about 2a. 2r. 14p.; purchase price—£20, including survey fee and improvements; available only to holders of land in the vicinity.

GERALDTON LAND AGENCY.

Victoria District (about 3½ miles north-west of Morawa).

Corr. No. 5367/23. (Plans 122/80, B & C1; 128/80, B & C4.)

Location 4106, containing 999a., at 9s. 3d. per acre; classification page 31 of 4811/10, Vol. 2; and Location 4093, containing 836a., at 10s. 9d. per acre; classification page 19 of 4811/10, Vol. 2; subject to Agricultural Bank, I.A.B. and Minister for Lands' indebtedness; also cropping lease expiring 28/2/1940; being M. and H. E. Hird's forfeited Leases 17202/68 and 36591/55.

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

Corr. No. 2060/39. (Plan 96/80, D3.)

Location 7000, containing 692a. 1r., at 2s. 9d. per acre; classification page 8 of File 535/31; subject to payment for improvements. If this location is selected with Victoria Locations 8882 and 9327 the price of the three blocks as one holding will be 2s. per acre; being J. W. Jones' cancelled application.

KATANNING LAND AGENCY.

Kojonup District (about eight miles south-east of Kwobrup).

Corr. No. 8399/09. (Plan 417/80, F2.)

Location 5935, containing 700a., at 5s. 3d. per acre; classification page 80 of File 8399/09; and Location 6378, containing 249a., at 6s. 6d. per acre; classification page 80 of File 8399/09; subject to Agricultural Bank and Industries Assistance Board indebtedness; also cropping lease expiring on the 28th February, 1941; being F. H. Oliver's forfeited Leases 23943/55 and 30581/55.

Kojonup District (about 10 miles north-east of Gnowangerup).

Corr. No. 1651/38. (Plan 417/80, F4.)

Locations 7205 and 6261, containing 944a., at 2s. 3d. per acre; classification pages 11 and 15 of File 351/26; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; also to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being E. Bassanelli's forfeited Lease 348/919.

NORTHAM LAND AGENCY.

Ningham District (near Narkal).

Corr. No. 1260/38. (Plan 56/80, F2.)

Location 1785, containing 460a. 3r. 4p., at 4s. per acre; classification page 19 of File 1260/38; subject to exemption from road rates for two years from date of approval of application; being J. F. Williams' forfeited Lease 348/863.

PERTH LAND AGENCY.

Canning District (four miles east of Kalamunda).

Corr. No. 338/38. (Plan 1C/20, N.W.)

Location 1020, containing 8a. 0r. 21p., at 40s. per acre; classification page 22 of File 338/38; available to adjoining holder only; subject to the usual timber reservation conditions.

Murray District (near Peel Inlet).

Corr. No. 2797/17.

The unsurveyed portion of Location 1017, containing about 200 acres, bounded by lines commencing at its southern south-east corner and extending west along the north side of Greenlands road for about 40 chains; thence north to the production west of the north boundary of Location 334; thence east along said production to the west side of a one chain road passing along the west boundary of said Location 334; thence south along said west side of road to the starting point; available subject to survey, classification and pricing.

Peel Estate (about two miles south-west of Karnup).

Corres. No. 502/38. (Plan 341D/40, B4.)

Lots 592, 593, 597, 598, 599, 753, 754, 755, 756, 778, 779, 782, 919, 786, 787, 788, 789, 803, 849, containing 466a. 3r. 5p.; purchase money—£310; first half-year's instalment as deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£10 1s. 3d.; to returned soldiers, at 4½ per cent. p.a.—£9 9s. 10d.; subject to the conditions applying to this estate; being O. L. Zanetti's cancelled application.

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

Corr. No. 1548/39. (Plan 90/80, D & E4.)

Location 5823, containing 160a., and Locations 8961 and 9279, containing 1,225a. 1r. 2Sp., at 2s. per acre including survey fee if selected together; classifications page 14 of 1548/39 and page 11 of File 1384/29; also subject to exemption from road rates for two years from date of approval of application and poison condition; being J. M. Beresford's cancelled application.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about three miles south of Grass Patch).

Corr. No. 1497/32. (Plan 402/80, C2.)

Locations 86, 236 and 87, containing 620a. 0r. 6p., at 6s. 3d. per acre; classification pages 31 and 59 of File 3484/10; subject to payment for improvements; being H. Ibbotson's forfeited Leases 55/2450 and 24390/74.

Fitzgerald District (about 10 miles east of Circle Valley).

Corr. No. 2598/29. (Plan 392/80, D & E4.)

Location 408, containing 1,125a. 2r. 6p., at 6s. 3d. per acre; classification page 13 of File 6194/21; subject to exemption from road rates for two years from date of approval of application. This cancels the previous *Government Gazette* notice relating to this location.

THURSDAY, 25th JANUARY, 1940.

BRIDGETOWN LAND AGENCY.

Brooklands Estate—Nelson District (near Balingup).

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

Corres. No. 410/33. (Plan 414C/40, D3 & 4.)

Locations 8138 and 8139, containing 267a. 0r. 34p.; purchase money—£768 6s.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£17 5s. 9d.; to civilians, at 5 per cent. p.a.—£19 4s. 2d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£21 8s. 4d.; to civilians, at 5 per cent. p.a.—£22 15s. 8d.; subject to Agricultural Bank indebtedness, to the special conditions applying to this estate, to timber conditions, and to the condition that these locations will only be granted to the applicant who satisfies the Land Board that he has the necessary capital and experience to successfully work the holding; being B. J. McDonald's forfeited Lease 20/2430.

Kaloorup Estate—Sussex District (about 5½ miles south of Vasse).

Corres. No. 1760/32. (Plan 413D/40, C3.)

Location 3120, containing 136a. 1r. 37p.; purchase money—£310; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£6 19s. 6d.; to civilians, at 5 per cent. p.a.—£7 15s.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£8 12s. 10d.; to civilians, at 5 per cent. p.a.—£9 3s. 10d.; subject to the condition that this location will only be approved to the applicant who satisfies the Land Board that he possesses the necessary capital and experience to successfully work the holding. This cancels the previous *Government Gazette* notice relating to this location.

Nelson District (about three miles south-west of Jardee).

Corr. No. 1963/39. (Plan 442B/40, E1.)

Location 9937, containing 123a. 0r. 31p., at 17s. per acre; classification page 19 of File 317/32; subject to timber and tramway conditions, to payment for improvements and to exemption from road rates for two years from date of approval of application; being H. E. Greenland's cancelled application.

WEDNESDAY, 31st JANUARY, 1940.

BEVERLEY LAND AGENCY.

Avon District (about 24 miles west of Brookton).

Corr. No. 2400/24. (Plan 342C/40, D3 & 4.)

Location 23667, containing 200a. 1r., at 6s. 6d. per acre; classification page 4 of 2400/24; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being J. Buckingham's forfeited Lease 18315/68.

GERALDTON LAND AGENCY.

Victoria District (7½ miles east of Gatha).

Corr. No. 1252/28. (Plan 128/80, C. & D3.)

Location 8831, containing 3,463a. 1r. 39p., at 4s. per acre; classification page 13 of 1252/28; subject to Agricultural Bank indebtedness; this cancels the previous *Government Gazette* notice relating to this location.

Victoria District (about 3½ miles north-east of Caron).

Corr. No. 3470/28. (Plans 96/80, A1, & 95/80, F1.)

Location 8547, containing 985a. 1r. 16p., at 4s. per acre; classification page 10 of 3470/28; subject to payment for improvements; being E. E. Green's forfeited Lease 68/1113.

Victoria District (about 7 miles east of Koolanooka).

Corr. No. 1691/39. (Plan 122/80, E1 & 2.)

Location 6291, containing 982a., at 7s. per acre; classification page 40 of 2659/22; subject to existing Agricultural Bank and I.A.B. indebtedness; being R. P. Gaston's cancelled application.

NARROGIN LAND AGENCY.

Wellington District (about 5 miles north of Darkan).

Corr. No. 595/24. (Plan 410B/40, E1.)

Locations 1539 and 3474, containing 1,014a. 2r. 20p., at 2s. per acre; classification pages 45 and 46 of 595/24; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue, to payment for improvements and to timber conditions; being E. A. Gibbs' forfeited Leases 17999/68, 1583/57, and 24037/74.

Roe District (about 7½ miles north-west of Buniche).

Corr. No. 5771/27. (Plan 387/80, F1.)

Location 1191, containing 1,134a. 3r. 38p., at 6s. 6d. per acre; classification page 4 of 5771/27, and Location 836, containing 210a. 0r. 5p., at 5s. 6d. per acre; classification page 11 of 171/25; subject to exemption from road rates for two years from date of approval of application; being J. Mangan's forfeited Leases 23073/68 and 19834/68.

Williams District (about 7½ miles east of Cuballing).

Corr. No. 1787/37. (Plan 385A & B/40, C & D1.)

Location 10549, containing 561a. 0r. 7p., at 4s. 6d. per acre; classification page 11 of 720/21; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; also subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being V. E. Simmonds' forfeited Lease 347/1553.

NORTHAM LAND AGENCY.

Avon District (about 1½ miles north-east of Collgar Siding).

Corr. No. 967/38. (Plan 24/80, B2.)

Location 20739, containing 1,000a. 1r. 19p., at 7s. 6d. per acre; classification page 35 of 8295/13; subject to payment for improvements, to mallet and timber conditions, and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed; being L. H. Lyon's forfeited Lease 348/888.

PERTH LAND AGENCY.

Melbourne District (about 7 miles north-west of Gillingarra Siding).

Corr. No. 1849/37. (Plan 58/80, C4.)

Location 3386, containing 159a. 3r. 39p., at 4s. per acre; classification page 5 of 1849/37; subject to exemption from road rates for two years from date of approval of application; being A. T. Kelly's forfeited Lease 365/682.

SALMON GUMS LAND AGENCY.

Esperance District (about 11½ miles west of Truslove).

Corr. No. 1953/36. (Plan 402/80, A3.)

Locations 874 and 875, containing 2,199a. 1r. 26p., at 5s. 9d. per acre; classification page 15 of 1953/36; subject to Agricultural Bank indebtedness; being P. D. Wells' forfeited Lease 348/548.

Esperance District (about 11 miles east of Gibson).

Corr. No. 4847/20. (Plan 423/80, B2.)

Location 592, containing 149a. 3r., at 8s. per acre, and Location 184, containing 200a., at 7s. 6d. per acre; classification page 5 of 13086/11; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being C. E. Dempster's forfeited Leases 38278/55 and 10739/56.

SOUTHERN CROSS LAND AGENCY.

Leake District (about 36 miles east of Wadderin).

Corr. No. 1223/35. (Plan 6/80, C4.)

Location 19, containing 1,310a. 3r. 35p., at 7s. 9d. per acre; classification page 19 of 1787/28; subject to Agricultural Bank indebtedness, to a cropping lease which

expires on 28/2/1940, also to mining conditions. This cancels the previous *Government Gazette* notice relating to this location.

Leake District (about 36 miles east of Narambeen).

Corr. No. 5671/28. (Plan 6/80, C4.)

Location 21, containing 1,009a. Or. 20p., at 9s. 9d. per acre; classification page 19 of 1787/28; subject to Agricultural Bank indebtedness, to a cropping lease which expires on 28/2/1940, and to mining conditions. This cancels the previous *Government Gazette* notice relating to this location.

Yilgarn District (about 9½ miles north-west of Boodarockin).

Corr. No. 300/32. (Plan 54/80, E3.)

Location 762, containing 1,824a. Or. 17p., at 4s. 3d. per acre; classification page 32 of 981/26; subject to Agricultural Bank indebtedness and to mining conditions. This cancels the previous *Government Gazette* notice relating to this location.

THURSDAY, 1st FEBRUARY, 1940.

BRIDGETOWN LAND AGENCY.

Sussex District (about 2 miles south of Marybrook.)

Corr. No. 443/31. (Plan 413D/40, C3.)

Location 2655, containing 156a. Ir. 20p., at 9s. per acre; classification page 11 of 443/31; subject to payment for improvements, to timber conditions, and to exemption from road rates for two years from date of approval of application; being A. H. Carter's forfeited Lease 74/1441.

Sussex District (near Yallingup Siding).

Corr. No. 2458/37. (Plan 413D/40, B3.)

Location 2200, containing 51a., at 11s. 6d. per acre; classification page 5 of 4847/30; subject to timber conditions, and to exemption from road rates for two years from date of approval of application; also subject to the conditions relating to land selection in this district; being J. P. MacMahon's forfeited Lease 365/606.

Nelson District (about 4 miles west of Jardee).

Corr. No. 1644/39. (Plan 442E/40, E1.)

Location 5177, containing 142a., at 15s. per acre; classification page 13 of 401/21; subject to Agricultural Bank indebtedness, to timber conditions, and also to the conditions applying to land selection in this District; being W. C. and S. Case's cancelled application.

Kojonup District (about 15 miles south of Narlingup).

Corr. No. 7918/22. (Plan 438/80, F2.)

Location 8003, containing 224a. 2r., at 6s. per acre; classification page 8 of 7918/22; subject to payment for improvements and to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being T. Merritt's forfeited Lease 16860/68.

WEDNESDAY, 7th FEBRUARY, 1940.

GERALDTON LAND AGENCY.

Victoria District (about 3 miles south of Camma).

Corr. No. 1881/31. (Plan 128/80, A2.)

Location 5989 and 9447, containing 1,027a., at 7s. 3d. per acre; classification page 12 of File 6268/22; subject to payment for improvements; being J. D. Davidson's forfeited Leases 68/3269 and 74/1357.

KATANNING LAND AGENCY.

Kojonup District (about 7 miles south-east from Kojonup).

Corr. No. 443/20. (Plans 437A/40, C1; 437B/40, D1.)

Locations 5740, 5741, 5742, 5743, and 5744, containing 1,000a., at 2s. 3d. per acre; classification page 32 of 443/20; subject to Agricultural Bank indebtedness; the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being W. J. Watson's forfeited Lease 11987/68.

NARROGIN LAND AGENCY.

Roe District (about 4 miles west of Pederah Siding).

Corr. No. 3306/30. (Plan 376/80, D1 and 2.)

Location No. 1287, containing 295a. Ir. 8p., at 8s. 6d. per acre; classification page 4 of File 3306/30; also Locations 1192 and 1826, containing 653a. 2r. 37p., at

4s. 9d. per acre; classification page 13 of File 4570/27; subject to Agricultural Bank and Industries Assistance Board indebtedness; being J. J. Shortill's forfeited Leases 68/2996, 68/691, and 74/434.

NORTHAM LAND AGENCY.

Ningham District (about 5½ miles north of Moondon).

Corr. No. 2532/34. (Plan 66/80, F2.)

Location 3136, containing 2,902a. Or. 30p., at 5s. per acre; classification page 42 of 5967/27; subject to exemption from road rates for two years from date of approval of application.

Avon District (about 1½ miles north of Hines' Hill).

Corr. No. 68/23. (Plan 25/80, E2.)

Locations 10939 and 23382, containing 1,264a. 3r. 28p., at 5s. per acre; classification page 77 of File 68/23; subject to Agricultural Bank indebtedness; being H. Cole's forfeited Leases 17126/68 and 23648/74.

Avon District (about 1½ miles south of Hines' Hill).

Corr. No. 4957/23. (Plan 25/80, E3.)

Location 24127, containing 222a. 3r. 3p., at 5s. 9d. per acre; classification page 8 of File 4957/23; subject to payment for improvements; being J. Simpson's forfeited Lease 17324/68.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about 5 miles north-west of Grass Patch).

Corr. No. 6672/24. (Plan 402/80, B1.)

Location 103, containing 1,000a., at 4s. 6d. per acre; classification page 7 of File 11057/10; subject to payment for improvements, if any; being T. Thompson's forfeited Lease 41375/55.

Fitzgerald District (about 6 miles north-east of Dowak).

Corr. No. 7079/22. (Plan 392/80, C1.)

Locations 500 and 757, containing 1,000a. 2r. 11p., at 4s. 6d. per acre; classification page 39 of File 1096/22; subject to payment for improvements, if any; being J. G. Begg's forfeited Lease 39625/55.

Esperance District (near Caitup Siding).

Corr. No. 4470/27. (Plan 423/80, D3.)

Location 561, containing 2,023a., at 3s. 6d. per acre; classification page 17 of File 4470/27; exempt from road rates for two years from date of approval of application; being J. E. Dixon's forfeited Lease 22533/68.

THURSDAY, 8th FEBRUARY, 1940.

BRIDGETOWN LAND AGENCY.

Sussex District (about 4 miles east of Karridale Siding).

Corr. No. 3575/30. (Plan 440D/40, B & C4.)

Location 1535, containing 211a. Or. 4p., at 10s. per acre; classification page 77 of File 1105/20; subject to payment for improvements, if any; also the conditions governing selection in this district; being P. C. Wright's forfeited Lease 55/1949.

WEDNESDAY, 28th FEBRUARY, 1940.

PERTH LAND AGENCY.

Gaseoyne District (near Carnarvon).

Open under Part V., section 47.

Corr. No. 4131/30. (Plan 563/80, Locations near Carnarvon.)

Locations 133 and 172, containing 50a. Or. 2p., at 21s. per acre; subject to payment for improvements and to special conditions, as follows:—(a) holder to fence at least half the land within the first five years and the whole within ten years; (b) to cultivate and plant with fruit trees or lucerne or other approved fodder crops at least two acres in the first two years; (c) to enlivate and plant one acre additional in each succeeding year up to and including the tenth year; (d) within two years to sink a well and equip it with a windmill, pump, etc.; being J. Dillon's forfeited Lease 55/1988.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

WHEREAS F. A. and H. B. Nix, and P. D., A. and E. E. Forrest, 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:—

8713/05.

B. 457:—The surveyed roads, as hereunder set out:—

(a) Road No. 2227 passing along the southern boundary of Nelson Location 3557, through Locations 1744, 129, and 1586, and along the south-eastern boundary of Location 3935 and through Location 1587; from Road No. 2257 at the south-western corner of the first-mentioned location to the north boundary of the last-mentioned location.

(b) Portion of Road No. 3060 leaving Road No. 2227 in Location 1587 above mentioned and extending eastward through said location and Location 3891 to the west boundary of Location 1600.

(c) Portion of Road No. 3060 leaving the western side of Road No. 5256 opposite the south-west corner of Location 1816 and extending westward through Locations 3086 and 1701 to the Boynp Brook-Cranbrook road in the latter location. (Plan 438A/40, B. & C2.)

WHEREAS the Midland Railway Company of W.A., Ltd., being the owner of land over or along which the undermentioned road, in the CARNAMAH Road District passes, has applied to the Carnamah Road Board to close the said road, which is more particularly described hereunder, that is to say:—

811/06.

C. 404:—The surveyed road passing through the Winchester station yard along the eastern side of Midland Railway (L.T.O. Plan 3398); from Road No. 2367 at the north-western end of said station yard, to said Road No. 2367 at its south-eastern end. (Plan 95/80, B3.)

WHEREAS A. M. Campbell being the owner of land over or along which the undermentioned road, in the HARVEY Road District passes, has applied to the Harvey Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2521/97.

H. 23:—The whole of Road No. 816 passing through Wellington Location 3580; from Road No. 625 on its west boundary to Road No. 630 on its north boundary (Plan 383D/40, B & C4.)

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

2231/38.

K. 274:—That portion of Wilding street bounded by lines commencing at the junction of its eastern side with the southern side of Leake street and extending 172deg. 50min. 2 chains 74.4 links, 316deg. 54min. 1 chain 70.4 links, 352deg. 50min. 2 chains 17.8 links to said southern side of Leake street and eastward along it to the starting point. (Plan Kellerberrin Townsite.)

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

1008/39.

K. 276:—The surveyed road (portion of Anderson street) along the east boundaries of Katanning Lots 525, 903, and 904; from Lisle street to Dore street. (Plan Katanning.)

WHEREAS G. R. Kennedy, being the owner of land over or along which the undermentioned road, in the NARROGIN Road District passes, has applied to the Narrogin Road Board to close the said road, which is more particularly described hereunder, that is to say:—

685/08.

N. 282:—The surveyed road along the west boundary of Williams Location 5253; from the south-west corner of said location to Road No. 1796 at its north-west corner. (Plan 385D/40, C3.)

WHEREAS G. P. Schoolar and The W.A. Trustee, Executor and Agency Co., Ltd., being the owners of land over or along which the undermentioned road, in the NARROGIN Road District passes, have applied to the Narrogin Road Board to close the said road, which is more particularly described hereunder, that is to say:—

69/39.

N. 284:—The surveyed road passing along the eastern boundary of Narrogin Agricultural Area Lot 9; from a surveyed road at its north-east corner to a surveyed road at its south-east corner. (Plan 385A/40, C1.)

WHEREAS E. G., T. H. and S. A. Gibbs and P. S. Wright, being the owners of land over or along which the undermentioned road, in the WEST ARTHUR Road District passes, have applied to the West Arthur Road Board to close the said road, which is more particularly described hereunder, that is to say:—

459/35.

W. 578:—The surveyed road along parts of the south boundaries of Wellington Locations 4074 and 4095; from Road No. 9596 on the south boundary of the former location to a surveyed road passing through the latter location. (Plan 410D/40 C4.)

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 19th day of January, 1940.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

WE, C. W. P. Amies and R. McLeish, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Bayswater Road Board to close the said portion of road, viz.:—

Bayswater.

245/38.

B. 458:—The whole of Road No. 9976 leaving Road No. 1354 (Murray street) at the south corner of Lot 90 of Lot 40 of Swan Location U and extending north-westward (as shown on L.T.O. Plan No. 2621) along the south-western boundary of said Lot 90 and the south-western boundary of Lot 89 to the latter's west corner. (Plan 1D/20, N.E.)

R. McLEISH.

C. W. P. AMIES.

I, Roberts Victor Hill, on behalf of the Bayswater Road Board, hereby assent to the above application to close the road therein described.

R. V. HILL,

Chairman Bayswater Road Board.

20th December, 1939.

THE ROAD DISTRICTS ACT, 1919-1934.

Closure of Road.

I, E. ABBOTTS, of Bridgetown, being the holder of land over or along which the portion of road hereunder described passes, have applied to the Bridgetown Road Board to close the said portion of road, viz.:—

1676/38.

B. 459:—Marshall road: The surveyed road along the west boundary of Bridgetown Lot 281, between Carey street and Eedle terrace. (Plan Bridgetown.)

ERNEST ABBOTTS.

I, Evelyn S. Hester, on behalf of the Bridgetown Road Board, hereby assent to the above application to close the road therein described.

EVELYN S. HESTER,

Acting Chairman Bridgetown Road Board.

5th January, 1940.

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.
		1940.	
Jan. 3	No. 4 Pumping Station—Relieving Quarters (9008)	2.30 p.m. on Tuesday 23rd January ...	Contractors' Room, Perth, and Court House, Merredin, on and after Tuesday, the 9th January, 1940.
Jan. 3	No. 6 Pumping Station—Engineer's Quarters (9009)	23rd January ...	Contractors' Room, Perth, Public Works Department, Kalgoorlie, and Court House, Southern Cross, on and after Tuesday, the 9th January, 1940.
Jan. 10	South Fremantle (Robb's Jetty)—New Saleyards (9011)	23rd January ...	Contractors' Room, Perth, on and after Tuesday, the 16th January, 1940.
Jan. 17	Perth Technical College—Fibrous Plaster Ceilings (9016)	23rd January ...	Contractors' Room, Perth, on and after Tuesday, 16th January, 1940.
Jan. 3	Metropolitan Market Trust—New Egg and Poultry Market (9007)	30th January ...	Contractors' Room, Perth, on and after Tuesday, the 9th January, 1940.
Jan. 10	Narrogin School of Agriculture—Additions to Cook's Quarters (9012)	30th January ...	Contractors' Room, Perth: Court House, Narrogin, and P.W.D., Katanning, on and after Tuesday, the 16th January, 1940.
Jan. 10	Fremantle Technical School—Additions (9013)	30th January ...	Contractors' Room, Perth, and Court House, Fremantle, on and after Tuesday, the 16th January, 1940.
Jan. 10	Riverdale School—New Classroom (9014)	30th January ...	Contractors' Room, Perth, on and after Tuesday, the 16th January, 1940.
Jan. 17	Kent Street School—Roof Tiling (M.T. and H.M.) (9017)	30th January ...	Contractors' Room, Perth, on and after Tuesday, 23rd January, 1940.
Jan. 17	Claremont Hospital for Insane—Instrument Hatch and Cupboards (9021)	30th January ...	Contractors' Room, Perth, on and after Tuesday, 23rd January, 1940.
Jan. 17	Kent Street School—Fibrous Plaster Ceilings (M.T. and H.M.) (9023)	30th January ...	Contractors' Room, Perth, on and after Tuesday, 23rd January, 1940.
Jan. 17	Lakewood School—Additions to Teacher's Quarters (9018)	6th February ...	Contractors' Room, Perth, and at P.W.D., Kalgoorlie, on and after Tuesday, 23rd January, 1940.
Jan. 17	Metricup School—New Type 6 Quarters (9020)	6th February ...	Contractors' Room, Perth: Court House, Busselton, and P.W.D., Bunbury, on and after Tuesday, 23rd January, 1940.
Jan. 17	Cottesloe Police Station—Additions (9022)	6th February ...	Contractors' Room, Perth, on and after Tuesday, 23rd January, 1940.
Jan. 17	Fitzroy Crossing—New Police Quarters (9019)	20th February ...	Contractors' Room, Perth: Court House, Derby, and Police Station, Port Hedland, on and after Tuesday, 23rd January, 1940.

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.

T. S. J. HALL,
Acting Under Secretary for Public Works.

TENDERS FOR PURCHASE.

Government Property.	Date and Time for Closing.	Where and when Conditions of Contract. etc. to be seen.
	1940.	
Marrah School (late South Yma) ...	2.30 p.m. Tuesday 23rd January ...	Contractors' Room, P.W.D., Perth: P.W.D., Geraldton: Police Stations, Yma and Northampton, after 18th December, 1939.
Fortescue Landing—Goods Shed ...	30th January ...	Contractors' Room, Perth: Public Works Offices, Roebourne and Onslow, after 18th December, 1939.
North Cunderdin—School Quarters ...	6th February ...	Contractors' Room, P.W.D., Perth: Court House, Northam: Police Stations, Cunderdin and Meckering, after Wednesday, 10th January, 1940.
Wokalbin School ...	20th February ...	Contractors' Room, P.W.D., Perth: Court House, Merredin: Police Stations, Nungarin and Mukinbudin, after Thursday, the 18th January, 1940.

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

Department of Public Works,
Perth, 15th January, 1940.

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

FOR SALE.

TENDERS, closing at 2.30 p.m., on Tuesday, 30th January, 1940, are invited for the purchase and removal of—2 No. Concrete Mooring Blocks (each 1 ton); 2 No. $\frac{3}{8}$ -inch chains, 55 feet long, with rings, shackles and swivels, etc., at the Public Works Yard, Mill street, Perth.

Tenders are to be addressed to "The Hon. Minister for Works, Public Works Department, The Barracks, St. George's terrace, Perth," and must be indorsed "Tender."

The highest or any tender will not necessarily be accepted.

T. S. J. HALL,
Acting Under Secretary for Works.

MUNICIPAL CORPORATIONS ACT, 1906-1939.

The City of Perth.

By-law No. 29—Stands for Vehicles—Amendment.

P.W. 1398/37.

IN pursuance of the powers conferred by the Municipal Corporations Act, 1906-1939, the Lord Mayor and Councillors of the City of Perth order that by-law No. 29 be amended as follows:—

Clause 2 (2) is amended by the insertion immediately after paragraph (v) of a new paragraph, to be numbered (w), as follows:—

(w) A stand on the eastern side of McMillan street beginning at a point 30 feet south of the southern alignment of Albany road and extending southwards 20 feet.

Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 18th day of December, 1939.

THOS. W. MEAGHER,
Lord Mayor.

[L.S.] WM. E. BOLD,
Town Clerk.

Recommended—

H. MILLINGTON,
Minister for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 10th day of January, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

ROAD DISTRICTS ACT, 1919-1939.

Serpentine-Jarrahdale Road Board.

Preparation of Electoral Lists, etc.

P.W. 699/35. Department of Public Works,
Perth, 17th January, 1940.

ACTING under section 55 of the Road Districts Act, 1919-1939, I, Harold Millington, the Minister for Works, do hereby order that the Serpentine-Jarrahdale Road Board, having failed to make out lists of all owners of rateable land in the district on the date specified by the said Act, is hereby empowered to complete the lists on the 27th day of January, 1940, and that the dates for the revision of the Electoral Lists and Rolls of the said Road Board shall be as set out hereunder:—

Exhibition of Lists—27th January, 1940; last day for Receipt of Claims and Objections—3rd February, 1940; Exhibition of List of Claims and Objections—17th February, 1940.

Holding of Revision Court—2nd March, 1940.

Signing of Rolls—9th March, 1940.

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

ROAD DISTRICTS ACT, 1919-1938.

Marble Bar Road Board.

By-laws of the Marble Bar Road Board.

P.W. 291/39.

WHEREAS by the Road Districts Act, 1919; the Cattle Trespass, Fencing, and Impounding Act, 1882, and other Statutes, the Road Board of any district is empowered to make by-laws for all or any purposes in the said Acts mentioned: the Marble Bar Road Board, in pursuance of the powers vested in the said Board, under and by virtue of the said Acts, and of every other authority enabling it in that behalf, doth hereby make and publish the following by-laws:—

Interpretations.

1. In these by-laws the interpretations set out in the Road Districts Act, 1919, shall apply, in addition to which the following terms shall, unless the context otherwise indicates, bear the meaning set against them in the Road Districts Act, or respectively, that is to say:—

“The Act”—The Road Districts Act, 1919, and all amendments thereto which may hereafter come into force.

“Board”—The Marble Bar Road Board.

“Board Room”—shall be the office, hall, or building in which the meeting of the Board is held from time to time.

“Chairman”—The member for the time being acting as chairman.

“District”—The district under the control of the Marble Bar Road Board.

“Member”—A member of the Board, including the chairman.

“Reserve”—Any land under control of the Board and notified in the *Government Gazette* as a reserve.

“Secretary”—The secretary of the Marble Bar Road Board.

All other interpretations prescribed in the Road Districts Act or other Acts or regulations thereunder.

Duties of Secretary.

2. The duties of the secretary shall be:—

- (a) to attend all Board meetings;
- (b) to attend all Committee meetings;
- (c) to take notes of minutes and prepare reports of Committees;
- (d) to conduct all correspondence and to give other officials instructions as directed by the minutes;
- (e) to answer all questions on the Board's business;
- (f) to see that the accounts and books are audited once a year at least and the balance sheet prepared and published in the *Government Gazette*, and other duties as set out in the Act;
- (g) to prepare and place before the Board a monthly statement of receipts and expenditure;
- (h) to prepare the rate book, electoral lists, electoral rolls; in due season; arrange for the distribution of rolls prior to elections; to attend all courts of revision and appeal;
- (i) to summon all members to ordinary, special, and committee meetings;
- (j) to keep all books entered up to date in accordance with instructions issued by the Minister and other instructions of the Board;
- (k) to check all accounts sent in to the Board, and to see that all accounts for work have stated in them the authority under which the work was done;
- (l) to pay into the bank weekly, or as much more often as is required, to the credit of the Board, all moneys received by him on behalf of the Board, when such moneys shall amount in the aggregate to the sum of £5 or more;
- (m) to act, when required, as inspector in connection with the administration of all Statutes coming within the jurisdiction of the Board;
- (n) to readily and cheerfully obey all lawful orders or commands of the Board, and to attend to all matters affecting the finances and welfare of the Board, not specified herein.

Duties of Supervisor.

3. The duties of the supervisor shall be:—

- (a) The supervisor shall have the control of works, plant, and all property of the Board, and shall issue instructions to the foreman, and shall see that same are faithfully carried out. Should the foreman be guilty of insubordination or disobedience, or be found incapable of performing the duties allotted to him, the supervisor shall report the matter to the chairman, who shall inquire into the circumstances, and, if necessary, shall suspend the foreman and report the matter to the next meeting of the Board;
- (b) to direct all works and improvements as regards roads, etc., under the control of the Board; examine all materials to be employed in such works, and to see the same faithfully executed and performed, and watch the progress and formation thereof;

- (e) to see that the work of repairing and cleaning of all public roads and footways is properly carried out;
- (d) to see that no labourers are engaged but those that are able bodied;
- (c) to see that all servants under his control carry out their duties efficiently, and to report any departure therefrom;
- (f) to examine all roads in the Board's district as required;
- (g) to supply monthly, or, as required, returns of all work, whether completed or in progress.

Appointment of Officers.

4. No permanent appointment shall be made to any office under the Board until after an advertisement has been published in a paper circulating in the district calling for applications from persons competent to fill such an appointment. All appointments shall be made by resolution of the Board.

5. The salary or allowance attached to the office under consideration shall be fixed in all cases prior to the appointment, and the salary of the officer, when fixed, shall not at any time be considered with a view to its increase or reduction unless specially authorised by a meeting of the Board, at which at least a quorum is present.

6. All complaints against servants of the Board must be in writing, and must in every case be signed by the person or persons complaining, and no notice shall be taken whatsoever of any complaint not made in accordance with this by-law. All such complaints as are receivable shall be addressed to the chairman, who, upon receipt of such complaints, shall have power to investigate same, and he shall report thereon at the next meeting of the Board.

Meetings and Proceedings.

7. Notice shall be given in writing to each member of the Board by the chairman or secretary of ordinary meetings, at least seven days before such meetings, and also of every meeting adjourned for more than six days. The chairman, if present, shall preside at all meetings of ratepayers and of the Board, and in his absence, or, if after being present he shall retire, the vice-chairman shall preside.

8. Meetings of the Board shall be of two kinds—ordinary and special. Ordinary meetings are those called by the chairman or secretary as often as seems proper for the transaction of the ordinary business of the Board. Special meetings are those called to consider special business the nature of which shall be stated on the notice sent to members, for which seven days' notice shall be given.

9. No business shall be transacted at a special meeting other than that for which the special meeting was called; provided that any matter of urgency can be dealt with, with the ruling of the chairman and the consent of those present.

10. Ordinary meetings of the Board shall be held at the office of the Board at Marble Bar, on the second Saturday in each month, unless otherwise arranged by resolution at the previous meeting of the Board.

11. A special meeting may, on the requisition of three members of the Board, be called at any time in the manner prescribed by the Act, but the chairman may call a special meeting as often as he thinks proper.

12. Any three members may require the Board Room to be cleared of strangers, and the chairman or other presiding chairman shall immediately give directions to have the order executed.

13. At all meetings of the Board, when there is not a quorum present, or when the Board is counted out (which counting out shall take place whenever there shall be less than a quorum present, or within 30 minutes after the time for which the meeting was called); such circumstances, together with the names of the members then present, shall be recorded in the minute book.

Voting.

14. Each member, including the chairman, shall have one vote, and such chairman shall, in a case of equality of voting, have a casting vote in addition to his ordinary vote, and all questions at such meetings shall be decided by a majority of the votes of the mem-

bers present. All motions and amendments shall be decided by show of hands, unless a division is demanded, before the next business is proceeded with.

Order of Business.

15. The order of business at all ordinary meetings of the Board shall be as follows:—

- (a) Reading and confirmation of minutes of last ordinary and special meetings (if any).
- (b) Consideration of business arising out of minutes.
- (c) Questions of which due notice has been given by members or officers of the Board.
- (d) Reports of committees, sub committees, and officers.
- (e) Reading of correspondence (inwards and outwards) and taking action as may be deemed expedient thereto.
- (f) Deputations and presentation of petitions or memorials, and consideration thereof.
- (g) Consideration of tenders and ratification of contracts.
- (h) Presentation of monthly statement and passing of accounts for payment.
- (i) Motions, of which previous notice has been given.
- (j) Motions without notice (by leave of the Board under by-law No. 16).
- (k) General business.
- (l) Notice of motions.

16. In the event of any member having urgent business to place before the meeting, he may move the suspension of Standing Orders, and, if agreed to by the Board, such business shall take precedence of all other.

17. Any member wishing to rescind any motion carried at any previous meeting of the Board shall give the secretary at least fourteen days' notice of his intention to move such rescission, particulars of which shall immediately be sent to all members.

Petitions.

18. Every petition or memorial shall be presented to the Board by a member only. Such petitions shall be temperate and respectful in language, and any member presenting a petition or memorial shall affix his name at the beginning thereof, with the number of signatures, and any member presenting a petition or memorial shall acquaint himself with the contents thereof, and ascertain that it does not contain language disrespectful to the Board. The nature or prayer of every petition or memorial shall be stated to the Board by the member presenting same.

Tenders.

19. Tenders for work shall be opened and dealt with when the subject-matter of the tenders comes on to be considered at the meeting of the Board, or by a committee appointed for that purpose.

Order of Debate—Speakers must not digress.

20. A member having audience shall not digress from the subject of the debate.

Correspondence.

21. All correspondence with the Board shall be addressed to the secretary and submitted to the Board. No letter addressed to the Board shall be presented or read by a member.

Urgent Works.

22. The chairman, with one member, or, in the absence of the chairman, any two members, may, in case of urgency authorise the expenditure of a sum not exceeding ten pounds. Any one member is authorised for the expenditure of a sum not exceeding five pounds, in cases of urgency, upon declared roads, but shall in every case report the same at the next meeting of the Board.

Unauthorised Expenditure.

23. Every item of expenditure, and every liability incurred by any committee or member of the Board otherwise than under the authority of the Act or of these by-laws, shall be deemed unlawful expenditure and a breach of this by-law.

Common Seal.

24. The common seal of the Board shall be kept in the Board's safe. The common seal shall not be affixed to any deed or other instrument, except by order of the Board.

Offences, Omissions, or Neglects.

25. Any person guilty of the following offences shall, on conviction thereof, pay a penalty not exceeding ten pounds:—

- (a) Damaging or destroying any building, dam, well, tank, pump, windmill, windlass, bucket, rope, piping, troughing, fence, gate, vehicle, machinery, or any other property under the control of the Board;
- (b) placing any placard or other document, writing, or printing on or otherwise defacing any house or building abutting or contiguous to a public road, or any wall, fence, or gate, without the consent of the occupier or owner thereof;
- (c) blasting any rock, stone, timber, or other material in or near any road or street without the permission of the Board, and not attending to such directions in regard thereto given by such Board;
- (d) placing, stacking, or storing within the limits of any townsite in the open air any cases, paper, shavings, crates packed with sawdust, straw, or dangerous or inflammable substances so as to be or likely to become a source of danger through fire.

Damaging Roads.

26. No person shall, either wilfully, or negligently, damage or destroy any road under construction or repair, by means of horse, team, vehicle, or other means, and any person found guilty of such damage or destruction shall be liable to a penalty not exceeding £25.

Any person who—

- (a) cuts or removes, without the consent in writing of the Board, any timber, earth, stone, or other material from a road or reserve; or
- (b) erects, without the consent aforesaid, upon a road so as to encroach thereon; or
- (c) draws, without the consent aforesaid, across the waterside of any road or across a drain, except over a properly constructed culvert or approach, any wheeled vehicle; or
- (d) draws upon any road, stone, timber, or other material otherwise than on a wheeled vehicle, or suffers such material, when carried principally or in part upon a wheeled vehicle, to drag or trail upon a road, or draws upon a road a whim or timber carriage any portion of which, or any portion of chains attached thereto, or any portion of other attachment, trails or drags upon the road,

shall be deemed guilty of an offence against these by-laws, and shall be liable to a penalty not exceeding £5 for every such offence.

Prevention of Trees falling across Roads.

27. No person shall make or leave a fire near any road or track or reserve without taking proper precautions against such fire spreading.

28. No person shall ringbark or set fire to any standing tree upon or near any road or track.

Preservation of Trees, Shrubs, etc.

29. Any person who shall carelessly, wilfully, or wantonly injure, destroy or carry away, or remove from its place any tree, shrub or plant, standing in any of the roads, enclosure, public places, or reserves, or who shall carelessly, wilfully, or wantonly injure, destroy, carry away, or remove out of its place, or ride or drive against any of the tree-guards, fences, or other protection for such trees, shrubs, or plants aforesaid, shall be liable to a penalty of not more than £10 and, in addition thereto, shall pay the Board a sum equal to the damage done.

Setting Traps or Poison on Roads.

30. Any person who shall lay any poison baits or set any traps upon any road or footway shall be liable to a penalty not exceeding £2 for every such offence.

Prescribing Removal of Verandahs.

31. Any verandah or balcony which obstructs the footway or roadway, or is dangerous, and all other obstructions on the footways or roadways, or over the same, shall be removed, when ordered, within such time as shall be notified by the Board, and all expenses incurred in removing the same shall be borne by the owner or occupier of such verandah or balcony or other obstruction, whether removed by the Board or otherwise; and any person whatsoever interfering or obstructing any officer or person employed by the Board in carrying out this by-law shall be liable to a penalty not exceeding £10.

Encroachments, etc.—Removal thereof.

32. On the order of the Board, the secretary or other appointed person or officer, may direct the removal, within 14 days, of any building, fence, or other obstruction or encroachment in or upon any street, lane, or public place under the control of the Board. In any case where, after service of such notice of removal, any such obstruction or encroachment has not been removed within the specified time, it shall be lawful for the officer appointed by the Board to remove same at the cost and charges of the person so offending, and to proceed against the offender for the breach of this by-law, the penalty for which breach shall not be more than £20 for every day or part of a day during which such offence shall be committed or continued after the expiry of the notice prescribed therein.

Lighting.

33. Any unauthorised person who shall light, put out when lighted, or in any way interfere with any lamp belonging to the Board, or any person who shall damage or destroy such lamp shall pay, in addition to the value of such damage, if any, on conviction, a sum not exceeding £5.

Crossing Places.

34. It shall be lawful for the owner of any land fronting or adjoining any road or public way requiring access thereto with horse and vehicles from such street to such land across any existing made footpath, kerbing, channel, or gutter, having first had and obtained the consent of the Board to construct a crossing of such dimensions and materials, and in such form and manner as the regulations of the Board for the time being require, or as may be directed by the secretary, and shall thereafter keep and maintain the same in good repair. Any person not complying with this by-law shall be liable to a penalty not exceeding £5.

Straying Stock.

35. No animal shall be allowed to stray on any road, reserve, or place, and no animal suffering from infectious or contagious disease shall be ridden or driven on any road. Any diseased animal found on any road may be slaughtered or destroyed. The owner of any animal found straying as aforesaid shall be liable to a penalty of not less than 10s. (ten shillings) and not more than £5.

Water Supply.

36. Any person who shall injure, destroy any well, bore, pipe, tank or other place of storage for water, or any machinery, appliances, or property used in connection therewith, shall be liable to a penalty not exceeding £5, and also shall pay to the Board the sum of such damage.

37. Any person who shall waste, or allow water to escape, foul, pollute or taint any water contained in any bore, pipe, tank, or other place of storage, shall be guilty of an offence under this by-law, and shall be liable to a penalty not exceeding £20.

38. No person shall pollute, or cause to be polluted, any watercourse, pool, well, tank or reservoir, or other water within the district.

39. Any person may, with the consent of the Board, and upon payment of such reasonable fees as may be demanded, remove any water from any bore, well, tank or other place of storage, under the control of the Board.

For the purpose of this by-law, the consent of the Board shall be deemed to have been given and remain in force until notice to the contrary is specifically given to any such person, or is generally given by publication in a local newspaper, or posted upon or in the vicinity of the well, bore, tank, or other place of storage to which such notice shall apply.

40. After service of such notice, or publication thereof, any person removing any water from any well, bore, tank, or other place of storage the subject of such notice, shall be guilty of an offence and be liable to a penalty not exceeding £5.

Barbed Wire.

41. Barbed wire shall not be allowed on the outer or road side of any fence along any road. Any person offending against this by-law shall be liable to a penalty not exceeding £5.

Fencing.

42. The owner of any land abutting on any road in any townsite shall fence all such boundaries abutting with such description of fence as may be directed by the Board, and shall maintain every such boundary fence erected, or to be erected, in good order. In the event of such fence not being erected or repaired after due notice has been given so to do, the Board may fence or repair such fences and recover the cost of doing so from the owner or owners of the land.

Bathing.

43. No person shall bathe in any river, pool, or open public water within the limits or abutting on the boundary of the road district within the jurisdiction of the Board, without suitable bathing costume or clothing. Every person offending against this by-law shall for every offence be liable to a penalty not exceeding £20.

Reserves and Recreation Grounds.

44. The Board shall have power to grant exclusive right to use and occupy any recreation grounds or reserves placed under its control within the district for holding public sports or amusements, to any responsible person or persons, or club, and any person, persons or club obtaining such right shall be responsible for the proper care of all fences, buildings, roads, trees, shrubs, or other improvements upon or enclosing such recreation grounds or reserves, and shall pay to the Board a fee to be fixed for admission on such occasion, and comply with the provisions of these by-laws and any regulations passed by resolution of the Board under which such exclusive rights are granted.

45. No horses, cattle, or vehicles shall be allowed on recreation grounds or reserves without the written permission of the Board.

46. The Board may at its discretion prohibit any games or gymnastics from being played or carried on by any person or persons upon any recreation ground or reserve on a Sunday, Christmas Day, or Good Friday.

47. No person shall offer for sale on any reserve or recreation ground, any provisions, refreshments, or other goods of any kind, nor carry on any games or boxing or other similar shows, nor use any firearms, except with the express permission of the Board and the payment of such fee as may be demanded.

48. Such person to whom the use of any reserve or recreation ground is given for picnics, sports, races, or other use shall be held responsible for the immediate removal of all rubbish brought thereon, on the occasion of such use, and a deposit, not exceeding £5, may be ordered to be paid as a guarantee for the due removal of such rubbish. On the removal of same to the satisfaction of the Board such deposit shall be returned.

Aerodrome Reserve.

49. No person shall drive, or cause to be driven, any motor car, truck, cart, or other vehicle across the runways of the landing ground. No existing track shall be continued to be used as a motor road. No person shall place or leave any obstruction whatever within the area reserved for the above purpose nor interfere in any way with the existing ground marks. Any person offending against this by-law shall be liable to a penalty not exceeding £25.

Penalties.

50. Where any person by these by-laws or any of them is required to do or to perform any act, and such act is not done, or remains undone or unperformed, it shall be lawful for the Board to perform the same and charge the costs and expenses against such person, and the amount thereof may be recovered summarily.

51. Every person who does, permits, or suffers any act, matter or thing contrary to any of these by-laws, or commits or permits any breach or neglect thereof, shall be deemed guilty of an offence against these by-laws; and, where not otherwise provided, shall be liable to a penalty not exceeding £20 for every such offence.

52. All penalties or other sums recovered under provisions of these by-laws shall, unless otherwise provided, be paid to the Board, and shall become the property of and form part of the ordinary income of the Board.

Passed and adopted at a meeting of the Marble Bar Road Board held on the 9th day of September, 1939.

E. H. GREENE,
Chairman.

ALFRED J. POOK,
Secretary.

Recommended—

H. MILLINGTON,
Minister for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 20th day of December, 1939.

L. E. SHAPCOTT,
Clerk of the Council.

THE WATER BOARDS ACT AMENDMENT ACT, 1918.

WAGIN WATER AREA.

P.W.W.S. 799/37.

It is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of 2s. 6d. in the £ on the annual rateable value of the land rated being made and levied in the Wagin Water Area for the year ending the 31st October, 1940.

T. S. J. HALL,
Acting Under Secretary for Water Supply.

THE WATER BOARDS ACT AMENDMENT ACT, 1918.

MEEKATHARRA WATER AREA.

P.W.W.S. 1255/33.

It is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of three shillings in the pound on the annual rateable value of the land rated being made and levied in the Meekatharra Water Area for the year ending the 31st December, 1940.

T. S. J. HALL,
Acting Under Secretary for Water Supply.

THE MUNICIPAL CORPORATIONS ACT, 1906-1939.

Municipal Elections.

Department of Public Works,
Perth, 17th January, 1940.

IT is hereby notified, for general information, in accordance with section 113 of the Municipal Corporations Act, that the following gentlemen have been elected members of the undermentioned Municipal Councils, to fill the vacancies shown in the particulars hereunder :—

Municipal Council.	Ward.	Date of Election.	Member Elected :		Occupation.	How vacancy occurred : (a) Retirement. (b) Resignation. (c) Death.	Name of previous Member.	Remarks.
			Surname.	Christian Name.				
Narrogin ...	...	25-11-39	Marsh ...	Hugh ...	Builder ...	(a)	Marsh, H.	
Do. ...	...	do.	Quinn ...	Albert Henry ...	Garage Proprietor	(a)	Hall, E. S.	
Do. ...	...	do.	Farr ...	John Elliott ...	Agent ...	(a)	Farr, J. E.	
Do. * ...	...	do.	Myers ...	John Patterson ...	Garage Proprietor	(a)	Myers, J. P.	
Do. † ...	...	do.	Allen ...	Cyril William ...	Bauker ...	(a)	Everett, F. H. M.	
Busselton ‡	West ...	23-12-39	Coates ...	Edgar ...	Pharmaceutical Chemist	(a)	Hobson, J. A. ...	Unopposed.
Do. ...	Central ...	do.	Cooper ...	Charles Ralph ...	Carrier ...	(b)	Morris, T. ...	do.

* Mayor Elected. † Auditor elected. ‡ Extraordinary Election.

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

THE ROAD DISTRICTS ACT, 1919-1939.

Road Board Elections.

Department of Public Works,
Perth, 17th January, 1940.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1939, that the following gentlemen have been elected members of the undermentioned Road Boards, to fill the vacancies shown in the particulars hereunder :—

Road Board.	Date of Election.	Member Elected :		Ward.	Occupation.	How vacancy occurred : (a) Effluxion of time. (b) Resignation. (c) Death.	Name of previous Member.	Remarks.
		Surname.	Christian Names.					
Hall's Creek	18-12-39	Huddlestone	John Frederick ...	...	Pastoralist	(b)	McAdam, J. W.	
Wiluna ...	6-1-40	McCarthy ...	Richard Joyce ...	Town ...	Miner ...	(b)	Johnston, A. I. Dr.	

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

THE VERMIN ACT, 1918-1938.

Mukinbudin Vermin Board.

NOTICE is hereby given, under section 96 of the Vermin Act, 1918-1938, that the owners or occupiers of all or any holdings within the district of the above Board shall commence the work of suppressing and destroying rabbits on such holdings, and on the roads bounding or intersecting same, on the 1st February, 1940, and shall systematically continue to carry out such work until the 1st day of May, 1940. The means to be adopted are the laying of effective poison baits not more than 9 feet apart, and/or fumigating and properly closing warrens.

By Order of the Board,

T. B. CONWAY,
Secretary.

KOORDA VERMIN BOARD.

IT is hereby notified, for general information, that William Baldwin has been appointed Assistant Vermin Inspector to the above Vermin Board.

A. AITKEN,
Chairman.
Koorda, 15th January, 1940.

THE MINING ACT, 1904.

Notice of Intention to Forfeit Leases for Non-compliance with Conditions.

Department of Mines,
Perth, 19th January, 1940.

No. 2145/1938.

IN accordance with the provisions of the Mining Act, 1904, notice is hereby given that, unless the provisions of sections 228 or 229 of the said Act are complied with on or before the 16th day of February, 1940, it is the intention of His Excellency the Lieutenant-Governor to forfeit the undermentioned leases for breach of covenant.

A. A. M. COVERLEY,
Acting Minister for Mines.

Miners' Homestead Leases.

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Yilgarn	115*	Vela ...	Bonetti, Giovanni; Certoso, Joe.
Murchison...	...	30†	Hovea ...	Prulti, Francesco; Coci, Antonino; Lama, Giovanni.

* Section 228. † Section 229.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
942/39	1940. Jan. 12	Wigmores, Ltd. ...	446A, 1939	10 only "Mitchell" Mowers, 3ft. 6in., as per Item 1; F.O.R. Perth	Agricultural Bank	at £25 12s. 9d. each.
"	do.	H. V. McKay Massey Harris Pty., Ltd.	"	S.T. Cultivators and Disc Ploughs as follows:— Item 2 (a)—17 only "Sun-massey" S.T. Cultivators, 9T, with Pole and Swings Item 3—11 only Share type Disc Ploughs, 2 Discs, 23in., "Sungrade"; F.O.R. Perth	do. do.	at £12 12s. 0d. each. at £19 11s. 6d. each.
643/39	do.	per Agent General ...	292A, 1939	200 only Pressed Steel Wheels, 20in. dia., taper bore, as per Item 1; C.I.F. Fremantle	Railways	for £422 10s. 0d., English currency.
736/39	do.	Various ...	327A, 1939	Motor Spares, Cylinder Boring, etc., for East Perth Repair Shop, for period ending 30th June, 1940	Works ...	Rates on application.
956/39	do.	Noyes Bros. (Melb.), Ltd.	462A, 1939	3 only "Crompton Parkinson," 50 K.V.A. Outdoor Transformers (Star Delta), as per Item 1, inclusive of Oil; C.I.F. Fremantle	Railways	at £159 each.
845/39	do.	Flower, Davies & Johnson, Ltd.	406A, 1939	12 sets Superheater Elements for Class "Es" Locomotives, as per Item 1, F.O.B. English Port; payment London	do. ...	at £79 13s. 0d. per set sterling.
782/39	do.	F. W. Scrivener ...	419A, 1939	Fencing Posts for Safety Bay road as follows:— Item 1—140 only, 7ft. long x 9in. dia. Item 2—280 only, 8ft. long x 5in. dia. Item 3—3,450 only, 6ft. long x 6in. dia. x 3in., split	Main Roads	£20 per 100. £7 10s. 0d. per 100. £2 10s. 0d. per 100.
824/39	do.	British General Electric Co. Pty., Ltd.	365A, 1939	1 only 3 H.P. C5 Motor, 1,000 R.P.M., complete with Pully, Slide base and Starter, as per Item 1; F.O.R. Perth	Mines ...	for £40 19s. 6d.
"	do.	Noyes Bros. (Melb.), Ltd.	"	2 only "C.P." 3 H.P. D.C. Motors, 220 Volt., 1,500 R.P.M., complete with Slide Rails, Starters and Pulleys, as per Item 1; F.O.R. Perth	do. ...	at £42 19s. 6d. each.

Transfer of Contract.

Tender Board No.	Date.	From	To	Particulars.
695/38	1939. Dec. 15	L. E. Joubert ...	Joubert & Joubert Pty., Ltd.	Contract for Druggists' Sundries, Items 312 to 314, 318 and 406 of Schedule VIII.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940. Jan. 16 ...	15A, 1940 ...	Water Meters, ½in., 18 only; ¾in. or 1in., 36 only ...	1940. Jan. 25
Jan. 18 ...	17A, 1940 ...	Automatic Gas Water Heater, pressure storage type, for Perth Technical School ...	Jan. 25
Jan. 9 ...	5A, 1940 ...	Sugar Pine for pattern-making, 4,000 super feet ...	Feb. 1
Jan. 9 ...	9A, 1940 ...	Hospital Equipment, comprising Lockers, Bed Tables, Bed Screens, Sterilisers, Trolleys, etc., during a period of 12 months ...	Feb. 1
Jan. 9 ...	10A, 1940 ...	Kitchen Equipment for Perth Hospital, comprising gas-heated Automatic Toaster, and a Fish Frier ...	Feb. 1
Jan. 11 ...	13A, 1940 ...	Cartage of Timber from adjacent Railway Sidings to the various State Saw Mills Depots, during a period of 12 months ...	Feb. 1
Jan. 18 ...	16A, 1940 ...	¾ h.p. Compressor Unit, without motor, 2in. bore, for Hall Refrigerator ...	Feb. 1
Jan. 18 ...	18A, 1940 ...	Piles, Stringers and Corbels, 1,833 lin. ft., for Bridge over Jane Brook on Midland Junction-Toodyay Road ...	Feb. 1

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 18th January, 1940.

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

INDUSTRIAL AGREEMENT.

No. 26 of 1939.

(Registered 12/12/1939.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1925, this 8th day of November, one thousand nine hundred and thirty-nine, between A. Victor Leggo and Company, of Wiluna (hereinafter called the employer) of the one part, and The Australian Workers' Union, Westralian Goldfields Mining Branch, Industrial Union of Workers (hereinafter called the Union), of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows—

1.—Term.

The currency of this Agreement shall be for one year from the first day of November, one thousand nine hundred and thirty-nine.

2.—Area.

This Agreement shall operate over the arsenic plant at Wiluna.

3.—Wages.

Basic wage—£4 16s. 4d.

Rates per shift:—	£	s.	d.
Roastermen	1	6	6 $\frac{3}{4}$
Packermen	1	6	6 $\frac{3}{4}$
Screwmen	1	6	6 $\frac{3}{4}$
Rousabouts	1	6	6 $\frac{3}{4}$
Fuel carriers	1	6	6 $\frac{3}{4}$
Pipe fitters	1	10	2 6/11
Change-room attendants	1	3	2 $\frac{3}{4}$

For all work not specified as above, the rates of pay shall be as prescribed by the current Mining Award for the class of work performed: Provided that, where under such Award the rate per shift is calculated on the basis of six (6) full shifts per week, the rate per shift under this Agreement on the basis of five and one-half (5 $\frac{1}{2}$) shifts per week shall be so calculated that the aggregate payment for five and one-half (5 $\frac{1}{2}$) shifts under this Agreement shall be equal to the aggregate payment for six (6) shifts under the said Award.

The above rates are payable under a contract of daily service.

4.—Hours.

(a) For roastermen, packermen, screwmen and rousabouts (hereinafter called essential arsenic workers) the hours of employment shall not exceed seventy-eight (78) hours per fortnight, to be worked in alternate weeks of thirty-six (36) hours and forty-two (42) hours.

For all other workers the hours of employment shall not exceed forty-four (44) hours per week.

(b) The hours to be worked per shift shall be as set out hereunder according to the classification of the worker:—

- i. For essential arsenic workers—six (6) hours, exclusive of crib time;
- ii. For change-room attendants—seven and one-third (7 $\frac{1}{3}$) hours, exclusive of crib time;
- iii. For all other workers—eight (8) hours, exclusive of crib time.

Provided that no worker shall during any one shift work for a longer period than six (6) hours within any section of the Arsenic Works in which essential arsenic workers are or would normally be engaged.

(c) Crib time shall not exceed Three-quarters ($\frac{3}{4}$) of an hour in the case of Rousabouts or One-half ($\frac{1}{2}$) an hour in the case of all other workers.

5.—Overtime.

(a) No overtime shall be worked, excepting to effect repairs (this clause not to apply to roaster-men, when the relief man fails to turn up at the change of shift);

(b) All work done beyond the ordinary hours of duty on any ordinary working day (Monday to Saturday, inclusive) shall be paid for at the rate of time and one-half for the first two (2) hours and at double time thereafter.

(c) All work done on Sundays shall be paid for at the rate of time and one-half up to six (6) hours and at double time thereafter.

6.—Public Holidays.

The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday the following Monday shall be kept. In the event of a worker not being required by the employer to present himself for duty on any of these days, payment may be deducted. All work done on public holidays shall be paid for at the rate of double time.

7.—Annual Holidays.

A fortnight's holiday, including twelve (12) ordinary working days on full pay, shall be granted once in each year to every worker: Provided he has worked two hundred and ninety-eight (298) shifts at ordinary rates of pay, and should he have worked less than two hundred and ninety-eight (298) shifts when such holiday is taken, or at the termination of his employment, he shall be paid for a proportionate number of holidays.

This clause shall operate regardless of the circumstances attending the termination of the worker's employment.

8.—Resumption of Work After Holidays.

Where a worker is not notified prior to taking his holidays that no further work is available, he shall be re-engaged upon his return.

9.—Accident Pay.

In the event of a worker meeting with an accident during the course of his shift, or being required to attend to one who has met with an accident, he shall be deemed to have rendered duty during the whole of the shift and shall be paid accordingly.

10.—Full payment for Shift.

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

(b) If before a worker leaves the works at the end of the shift and because he is not so informed he attends the next shift ready to work it, and there is no suitable work which he is allowed to perform, he shall be paid the wages he would have been entitled to if he had worked the shift he was ready and willing to work.

11.—First Aid.

A suitable first-aid kit shall be supplied by the employer and shall be accessible at all times.

12.—Drinking Water.

Drinking water, cool and free from dust, shall be provided by some approved method other than by water-bags.

13.—Showers.

A suitable change-room with hot and cold showers shall be provided.

14.—Working Clothes and Equipment.

The following articles shall be supplied by the employer, when necessary to the welfare of the workers, and shall be laundered and kept in good repair by the employer:—Gloves, goggles, masks, overalls, bloomers.

15.—Quick Shifts.

No worker shall be required to report for work unless he has had at least eight (8) hours off duty since his previous shift.

16.—Retrenchments.

Should the occasion arise to reduce the number of men employed, the Company shall give full weight to the consideration of length of service and shall retain those who have been longest in their employ, all things being equal.

17.—Casual Labourers.

Any worker employed for less than one week shall be considered casual and shall be paid two shillings per shift (2s.) above the rate specified for the work.

18.—Preference of Employment.

Preference of employment shall be given to members of the "Australian Workers' Union."

19.—Time and Record Books.

These books shall be kept by the employer and shall be open to inspection by the Union representative, when required.

20.—Fluctuations of Basic Rate.

(a) Whatever the actual increase above the present basic wage of four pounds sixteen shillings and fourpence (£4 16s. 4d.) per week for male adults at Wiluna is, shall be added to the agreed rates as set out in this Agreement.

(b) In the event of the basic wage decreasing from the present figure of £4 16s. 4d., the employer may proportionately lower the daily rate of the worker until the base basic rate of £4 7s. 0d. per week at Wiluna is reached, when no further reduction may take place.

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

Signed for and on behalf of A. Victor Leggo and Company, of Wiluna:—

A. Victor Leggo and Co.

R. T. STARKS,
Manager.

Witness— ERIC E. BURGESS.

Signed for and on behalf of the Australian Workers' Union Westralian Goldfields Mining Branch Industrial Union of Workers:—

J. BAKER,
Organiser, Wiluna.

H. WILTON,
President A.W.U.,
Mining Branch.

B. FINLAY,
Secretary.

[L.S.]

INDUSTRIAL AGREEMENT.

No. 27 of 1939.

(Registered 29/12/39.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-35, this 18th day of December, one thousand nine hundred and thirty-nine, between the Kalgoorlie Brewing and Ice Company, Limited, whose registered office is situated at Brookman street, Kalgoorlie (hereinafter called the Employer), of the one part, and the Eastern Goldfields Breweries Employees' Industrial Union of Workers, under the provisions of the Industrial Arbitration Act, 1912-1935, and having its registered office at the Trades Hall, Kalgoorlie (hereinafter called the Union), of the other part, whereby it is agreed as follows:—

Interpretation.

a. "Casual hands" shall mean any person who is employed for not more than forty-four hours ordinary working hours 7.30 a.m. to 4.20 p.m.

The number of casual hands shall not exceed one in every ten permanently employed or portion of the first ten men employed by each Company.

b. "Cellarman," whenever used in this Agreement, shall mean a worker who is generally employed at a majority of the undermentioned occupations, namely—filling, preparing, carbonising, and racking beer from storage tanks and/or tends filter, but shall not mean any employee who is casually employed in any one of the last mentioned processes.

e. "Bottle washer" shall mean any person employed washing bottles by hand or machinery.

d. "CO₂ bottler" shall mean any person employed in bottling CO₂ gas.

e. "Leading hands" are employees who are in charge of and responsible for the work of others.

f. "Motor drivers"—motor driver shall not include one who drives a motor vehicle for the removal of refuse, slops, or liquid waste.

g. "Fireman" shall mean a person employed in a stoke hole or attending a steam boiler.

h. "Shiftmen" shall be applicable to topmen and cellarman.

1.—Schedule.

The parties in this Agreement mutually agree that the minimum rate of wages payable for the following classes of work shall be:—

	Per Week.		
	£	s.	d.
Brewery.			
Topman, assistant topman	6	0	6
Cask washer, cask pitcher	6	0	6
Cellarman, motor lorry driver	6	0	6
Bottling Department:			
Machine operator (pressure machine) ..	6	0	6
Bottle washers, packers, sorters, floormen, bottlers, capsullers, pasteurisers, wirers, tinifiers, corkers, tallymen, yardmen, and all other adult labourers in or about the Bottling Works or Brewery ..	5	16	6
CO ₂ bottler, fireman	6	3	6

The above rates are based on a basic wage of £4 16s. 4d. per week for males. It is hereby agreed between the parties for the period of this Agreement that, in the event of the basic wage being increased or reduced in accordance with section 124 of the Arbitration Act, such increase or reduction shall not affect the rate of wages as set out in "1" "Schedule" of this Agreement: providing always, should the increase in the basic wage exceed the minimum wage set out herein, such increase being one shilling or shillings, such increase shall be paid.

Adult labourer:—Adult labourers employed in or about the Bottling Works or Brewery not covered by any other industrial Agreement or industrial Award must not receive less than the minimum wage of £5 15s. 6d. per week.

Storage tanks:—Reconditioning storage tanks, which shall include scraping and/or cleaning and/or painting, shall be paid for at the rate of 4s. per hour.

Oilers and aprons:—Employers shall, for use in their work only, supply oilskin coats, cash and docket satchels, leather aprons, gaiters or leggings to motor lorry drivers, free of cost.

Boots:—The employer shall, for use during working hours only, supply suitable boots to those employed at the bottle washing, at the tanks, at the tubs, at the filters, at the cask washing shed, at the bottlers, and to any employees working in or about water, such boots to be supplied free of cost.

2.—Boys.

(a) The rate of wages for boys shall be:—

	Per Week.		
	£	s.	d.
16 years of age	3	5	6
17 years of age	3	14	6
18 years of age	4	2	6
19 years of age	4	14	6
20 years of age	Full pay.		

(b) The number of boys employed shall not exceed one in every ten men permanently employed or portion of the first ten men employed by each Company.

3.—Hours.

Forty-four hours shall constitute a week's work for all employees. Employees shall begin at 7.30 a.m. and conclude work at 4.20 p.m., from Monday to Friday inclusive, with an allowance of one hour for meals and shall commence work at 7.30 a.m. and conclude at 12.20 p.m. on Saturday.

Shift cellarman:—Forty-four hours shall constitute a week's work for shift cellarman, and the hours to be worked shall be:—

- Day shift—8 a.m. to 4.20 p.m., with one hour off between 12 noon and 1 p.m. for lunch;
- Afternoon shift—4.20 p.m. to 11.40 p.m. on week days and 3 p.m. to 11 p.m. on Sundays, inclusive of thirty minutes each shift for crib.
- Night shift—11.40 p.m. to 7 a.m. on week days and 11 p.m. on Sundays to 7 a.m. on Monday morning, inclusive of thirty minutes each shift for crib time.

The luncheon hour on Saturday to be between 11.20 a.m. and 12.20 p.m.

Provided always, that the quick shift man shall not work on Sundays, and that the night shift man shall have at least one week on day shift in every four weeks.

Topmen shall mean two or three sets of men working 16 hours or 24 hours respectively, by shifts of 7 hours 50 minutes straight out, on Mondays to Fridays, inclusive, and a shift of 4 hours 50 minutes on Saturday, one hour being allowed for luncheon, Monday to Friday, inclusive. The hours of labour shall be 44 hours per week; hours of starting at the discretion of the brewer for one man only, other men to start at 7.30 a.m.

4.—Overtime.

If any employee works earlier than his starting time or later than his ordinary quitting time, he shall be paid overtime at the rate of time and a half, each day to stand alone.

5.—Casual Hands.

Casual hands shall be paid at the rate of 2s. 10s. per hour.

6.—Record Book.

Each Company shall keep a record of the time of each employee, of the time he starts and finishes each day, and of the total amount of hours worked, and of the wages paid to each employee. Such record shall be open to the inspection of the secretary of or any person appointed by the employees' Union, during working hours. Each employee shall sign the record kept for all moneys received by him.

7.—Sundays.

All work performed on Sundays by employees in any department (shiftmen excepted) shall receive payment for the same at double time rate. Shiftmen, when not on rotation Sunday shift, shall be paid at double time rate.

8.—Holidays.

All work performed by employees in any department on holidays shall be paid for at double time rates, and, as far as reasonably permitted, employees shall be employed on the holiday shift in their turn as holidays occur.

It is agreed between the employer and the Union that in the event of any driver being called upon to work on holidays, such driver is to be paid at double time rate per hour worked (a part of an hour to be paid for as a full hour) up to 10 a.m., and if such driver works after 10 a.m. he shall be paid for the full shift at double time rate. Any driver called upon to work on holidays after 10 a.m. shall be paid for the full shift at double time rate.

Any employee (excepting drivers) working any part of a shift on a holiday shall be paid for the full shift at double time rates; all holiday shifts to rotate. If no work be done the ordinary rate shall be paid for holidays. The days to be observed as holidays, according to the provisions of this Agreement are:—Christmas Day, Boxing Day, Good Friday, Easter Monday, Union Picnic Day, Labour Day, Kalgoorlie Cup Day, Boulder Cup Day, New Year's Day, Anzac Day, King's Birthday, and Foundation Day. In case any of the above holidays fall on a Sunday another day in lieu thereof shall be given, but such day shall be added to the annual holidays: provided always, that when Foundation Day and/or King's Birthday fall on ordinary working days, work shall be performed on such days, and two days will be granted in lieu thereof which shall be added to the annual holidays. Provided always, that when Boxing Day falls on a Saturday all men required shall work on that day and another day shall be given in lieu thereof.

9.—Annual Holidays.

Twelve days' annual leave on full pay shall become due to workers with twelve months' service, such leave to be taken at times mutually agreed upon between the employer and the employees, between the 30th April and the 30th September in each year, in addition to the holidays enumerated in clause 8 of this Agreement. Temporary hands with less than twelve months' service shall, on retirement, receive a proportion of the annual holidays in ratio to their service.

10.

Any employee, excepting those as herein provided, at the request of the employer, starting work at a time during the day later than 7.30 a.m., shall continue his employment without a break, other than for meals, until he has completed on the first five days of each week a service of seven hours twenty minutes per day, and a term of five hours fifty minutes on the sixth day.

During each shift so worked such employee, except those as herein provided, shall be paid overtime rates after 4.20 p.m.

11.

Any employee, excepting those as herein provided, on day shift who is required to work before 7.30 a.m., shall not be called upon by the employer to cease work until 4.20 p.m. and shall be paid overtime rates for the time worked previous to 7.30 a.m.

12.

No contract or piecework shall be permitted.

All work of any employee in the capacity as mentioned in this Agreement in or about a brewery or bottling works, or in connection with the business of brewing or beer bottling, shall be carried out departmentally by *bona fide* breweries employees engaged and paid direct by the brewery proprietors and not by agents or contractors. This clause shall not apply to contractors erecting, repairing, or making alterations to buildings or machinery, or to carriers being engaged for the delivery of goods other than beer or empties, as has been the practice or custom prior to this date. The employer agrees that such carriers employ only *bona fide* members of the Transport Workers' Union.

13.—Engagement.

The engagement between the employee and the employer, except casual hands, shall be weekly, a week's notice from either party to terminate same, except in the case of an employee absenting himself from duty, not obeying lawful commands, or being guilty of misconduct, or of the works of the employer being stopped through fire or tempests, when such agreement shall be terminated immediately.

14.—Discharging and Re-engaging Hands.

The question of dismissals and re-engagement of Union members shall be administered in a just and fair spirit, according to the seniority of service, but reserving to the employer the right to depart from the rule of seniority of service in circumstances where the employee is technically unqualified for the work, is incompetent or guilty of misconduct, or, in the opinion of the employer, inconvenience would be occasioned to the employer owing to the inclusion in the dismissals of some essential man, or the inability of the employer to re-engage an essential man.

This clause to apply only to men of at least one year's continuous service.

The following departments shall be considered as separate employment for the purpose of this clause:—(a) Bottle department; (b) brewery; (c) delivery.

15.

No employee who has previously been in receipt of higher wages than arranged for in this Schedule shall be reduced in wages under his present employment, and shall receive a similar increase to all other employees.

16.

Any employee, being unable through sickness or accident to attend to his duties, shall notify his employer not later than 10 a.m. on the day he absents himself from duty, and he also satisfy the employer that he is unable to attend to his duties, and, if called upon shall provide a medical certificate that he is unfit to perform his work through sickness.

17.

Any employee who considers himself unfit or not capable of earning the wages hereinbefore prescribed may be paid such less wages as may be agreed upon between the employer and the secretary of the Union. In default of such agreement being arrived at within twenty-four hours after application has been made in writing to the secretary of the Union, the matter may be referred to the nearest Resident Magistrate for settlement. Any employee whose wage has been so fixed may work and be employed by any employer for such less wage for a period of six calendar months then next ensuing, and thereafter until fourteen days' notice in writing shall be given to such employee by the secretary of the Union requiring his wages to be again fixed.

18.

All employees on day shift in or about a Brewery or Bottling Works shall, if required to work more than one hour overtime after 4.20 p.m., knock off between 5 p.m. and 6 p.m. for refreshments.

19.

The employers shall make it a condition of employment that all workers covered by this Agreement shall be members of the Eastern Goldfields Breweries Employees' Industrial Union of Workers and/or become such within twenty-eight days of their employment under its terms.

20.

Where an employee is required to take a "leading position" he shall, during the time he occupies such position, receive the sum of ten shillings per week in addition to his ordinary rate of pay.

21.

This Agreement shall commence from the 17th day of December, one thousand nine hundred and thirty-nine, and apply to the Eastern Goldfields District, which District, for the purposes of this Agreement, shall mean that area enclosed by a circle drawn with a radius of 150 miles with the Kalgoorlie Post Office as the central point, and shall remain in force until the 17th day of December, one thousand nine hundred and forty, and for such time thereafter until terminated by one month's notice of termination by either party to this Agreement.

As witness the execution hereof on behalf of the respective parties hereto, this 18th day of December, one thousand nine hundred and thirty-nine.

For the Kalgoorlie Brewing and Ice Company, Limited.

A. M. CUMMINS,
Managing Director.

P. JOHNSON,
Secretary.

Made and executed on behalf of the Eastern Goldfields Breweries Employees' Industrial Union of Workers by John Thomas Williams and Robert Mendelsohn Bray Elliott, the President and the Secretary thereof, who have attached the Seal of the said Union thereto.

For the Eastern Goldfields Breweries Employees' Industrial Union of Workers.

J. T. WILLIAMS,
President.

R. M. B. ELLIOTT,
Secretary.

[L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 413 of 1938.

Between The West Australian Timber Industry Industrial Union of Workers, South-West Land Division, Applicant, and Millars' Timber and Trading Company, Limited, and others, Respondents.

HAVING read the report of the Industrial Board appointed to inquire into and report on the amendments asked for by the abovenamed Union to Award No. 25 of 1935, together with the oral evidence and the exhibits, and having heard Mr. J. Foley, on behalf of the applicant Union, and Mr. L. L. Carter, on behalf of the respondents, other than the Minister for Trading Concerns and the Commissioner of Railways, and Mr. S. S. Fisher, on behalf of the Minister for Trading Concerns, and Mr. E. McKenna, on behalf of the Commissioner of Railways, the Court hereby orders and directs that the said Award No. 25 of 1935 be and the same is hereby amended as follows:—

(1) Clause 2—Interpretations:

"Main docker" Add the following words to the definition:—

"Main docker" shall also include the docker in a mill where one docker only is used: Provided that the output of such mill is not less than ten (10) loads per day.

(2) Clause 4—Piecework:

Omit this clause and insert in lieu thereof the following:—

"(1) An employer may make a contract with a worker or group of workers for payment by results by piecework.

(2) All disputes between employers and workers or groups of workers, or between the employer and the Union concerning any matter relating to payment by results shall, in default of agreement between the employer and his workers or the employer and the Union, be referred to a Board of Reference for determination.

(3) The rates now being paid shall be continued until altered or revised pursuant to the provisions of this clause.

(4) When entering into a contract for piecework the rate of payment shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity over a period of three (3) months, if the contract were to be of that duration in the locality specified, for a full week's work of the ordinary hours as prescribed herein for day workers ten per cent. (10%) or more above the minimum time rate of pay as prescribed herein for such week's work plus allowances for holidays, where same are commuted to a weekly payment, and such allowances, if any, pursuant to clauses 19 and 31:—

Example:	£	s.	d.
Time rate of pay:			
Basic wage (at present)	..	4	3 1
Margin .. .. .	..	0	17 6
Total .. .. .	..	£5	0 7
Ten per cent. (minimum)	..	0	10 1
Tool allowance .. .. .	..	0	6 0
Pay in lieu of holidays .. .. .	..	0	3 9
Total .. .. .	..	£8	0 5

(5) Any contract for piecework shall contain in express terms a statement as to whether holiday pay is included in the price to be paid for the work.

(6) (i) Contracts for piecework may be revised at the end of each three (3) monthly period from their date.

(ii) If any increase or decrease in the basic wage as proclaimed from time to time is not included in the piecework rates, the worker's earnings shall be increased or decreased, as the case may be, in accordance with such increase or decrease in the basic wage.

(7) Where a worker works part of a week at piecework rates and part at time rates, he shall be paid so much as he is entitled to receive under piecework rates for the amount of work done, and, in addition thereto, such proportionate amount at time rates of pay as prescribed in this Award for the portion of the week worked at time rates. In the latter case, the rate of pay shall include such amount, if any, apportioned *pro rata* if necessary, to which he would be entitled under Clauses 19 and 31.

(8) A worker working under any system of payment by results shall receive or be credited with at least the time rate of pay apportioned if necessary. Notwithstanding anything elsewhere in this Award contained, when any question arises as to whether any pieceworker has received his time rate of pay, the total payment received by him during the past three months, or during the duration of the contract for piecework, whichever period is the shorter, shall be averaged.

(9) Any time occupied by a pieceworker in the performance of such work as sharpening saws and axes, and which is usually performed by a time worker during working hours, shall be taken into consideration when fixing the piecework rates.

(10) Time occupied by a pieceworker walking to and from his working place, when such is situated beyond one and a half (1½) miles from the camp, shall be taken into consideration as time worked in fixing piecework rates on the basis of twenty (20) minutes for each mile, both going to and returning from work, between the one-and-a

half (1½) mile point and the working place. If not included when fixing rates for piecework, it shall be paid to the worker as part of his wages.

(11) Where holidays, or equivalent holiday pay, have not been commuted pursuant to subclause (4) hereof, an employer shall grant to any pieceworker in his service paid holidays equivalent to those granted to time workers in accordance with clause 13. Such holidays, when taken out, shall be paid for at the day work rates prevailing when the holidays are taken. Where the term of service is less than twelve (12) months, holidays for pieceworkers shall be assessed and paid for *pro rata*.

(12) The foregoing subclauses, with the exception of subclauses (1) and (2), shall not apply to piecework sleeper hewing, the minimum rates and conditions of employment for which class of work shall be governed by the following provisions:—

(a) The minimum hewing rate for jarrah sleepers duly passed by the Government Inspector shall, in default of agreement between the Union and the employer, be two pounds ten shillings (£2 10s.) per load of fifty (50) cubic feet.

(b) The minimum hewing rate for wandoo sleepers duly passed by the Government Inspector shall, in default of agreement between the Union and the employer, be two pounds eighteen shillings (£2 18s.) per load of fifty (50) cubic feet.

(c) Payment of wages shall be made within two (2) weeks of the official inspection. If the official inspection be delayed beyond one month, a worker shall be entitled to be paid ninety per cent. (90%) of the work value of the sleepers cut by him and carted to the stacking site.

(d) After each official inspection of sleepers by the Government Inspector, the employer shall supply to the sleeper hewer a statement containing the following particulars:—

- (i) the date of inspection;
- (ii) the number and sizes of the sleepers passed;
- (iii) the number and sizes of the sleepers rejected.

(13) Subject as aforesaid, no clause of this Award other than clause 29 (Board of Reference) shall apply to piecework sleeper hewers.

(14) A contract for piecework may be terminated at any time by either the employer or the worker, in which case payment shall be made for the work done up to date, subject to the provisions of subclause (8). In the case of wages, payment shall be made within two (2) hours of application, at the office of the employer, and, in cases where piecework earnings have to be calculated, within two (2) days."

(3) Clause 5—Junior Labour:

Omit this clause and insert in lieu thereof the following:—

"(a) The employer may employ juniors in any position which they are capable of filling, but excluding the positions of carpenter, wheelwright or wagonbuilder in the towns of Northam, Bunbury, Geraldton, Albany, Yarloop, Jarrahdale, and Pemberton, sawyer, dovetailing machinist in box-making, and machinist to any machine other than those hereinbefore allowed or those to be allowed by the Court: Provided that the number of such boys employed in any bush mill does not exceed the proportion of one in eight (8) of the total adult workers employed: Provided further, that where a section of the mill is devoted to fruit-case making the foregoing proportion may be increased to one junior to every four (4) or fraction of four (4) adult workers employed, but in any case not exceeding one junior for each adult worker employed in such section; and in mills whose work is solely that of fruit-case making the proportion allowed shall be one junior for every four (4) or fraction of four (4) adult workers employed in such mill.

(b) The employer, within one week of the engagement of a junior under this clause, shall inform the Union by registered letter of such employment and the total number of junior and adult workers then employed.

(c) Nothing in this clause shall prevent the instruction and tuition in sawing or machining of any junior employed under this clause, where such instruction or tuition is supervised by an adult worker or foreman.

(d) When any junior is engaged he shall furnish a certificate or statutory declaration as to his age, and the employer may rely on such certificate or declaration until he has had notice in writing of its inaccuracy.

(e) The minimum weekly rates of wage to be paid to juniors shall be as prescribed in Schedule I.

(f) In any case in which it is claimed that by reason of any special circumstances it is desirable that a greater or less number of juniors should be employed, an application setting out such special circumstances may be made to the Court for a special order thereon, and the Court may thereupon make such order as it thinks proper under such circumstances."

(4) Clause 8—Measuring Logs:

This clause is amended by the addition of the following:—

"(b) All logs felled shall be paid for in the next fortnightly pay following that in which the logs were felled, subject to the provisions of clause 20."

(5) Clause 13—Holidays:

Omit this clause and insert in lieu thereof the following:—

"(a) All workers after twelve (12) months' service, other than pieceworkers who are provided for under clause 4, shall be entitled to a fortnight's holiday per annum on full pay, as prescribed herein.

(b) The holidays mentioned in subclause (a) may be taken all at one time or partly at Christmas time and partly at Easter time, as may be mutually arranged between the Union, or the local branch of the Union, and the employer.

(c) Where any day has been kept as a holiday outside the holidays mentioned in subclause (a) and paid for, such day or the pay therefor shall be deducted from the days herein specified as holidays, or, if included, shall not be paid for. Labour Day shall be deemed to be included in the provisions of this subclause.

(d) Where the employment of a worker is terminated during the course of a calendar year, his employer shall pay to him a day's wages for each calendar month of his service, in lieu of the holidays to which he would have been entitled under this clause and has not received. Such worker shall only be entitled, when the holidays are taken to such holidays, on full pay as are proportionate to his length of service with such employer, and, if such holidays are not equal to the holidays given to other workers, he will not be entitled to work or pay whilst the other workers of such employer are on holidays on full pay.

(e) An extra week's holiday may be taken at Christmas time without pay, if desired by the local branch of the Union and agreed to by the employer.

(f) Holiday pay shall not accrue during a worker's absence from his work for any cause whatsoever, except—

- (i) permitted absence through sickness;
- (ii) holidays in pursuance of this clause of the Award;
- (iii) the extra week's holiday at Christmas time mentioned in subclause (e);
- (iv) stoppage of work owing to breakdown of machinery or shortage of logs, but not exceeding twelve (12) days in twelve (12) months and *pro rata* where the service is less than twelve (12) months.

(g) A watchman, whose ordinary hours of duty are fifty-six (56) per week, shall be entitled to three (3) weeks' annual holiday: Provided he shall have been in the employer's service as a watchman a period of twelve (12) calendar months prior to the date of such holidays, and, if he shall have been employed as a watchman for a lesser period than twelve (12) months prior to the date of such holidays, then he shall be entitled to holidays as provided in proportion to the period of his service during such year. Each worker, who shall not actually have received the holidays in any one year as herein

provided on full pay, shall be entitled to be paid wages in proportion to the length of service he shall have rendered.

(b) The holidays for watchmen, feeders, and grooms shall be taken at such time as may be mutually agreed upon between the employer and the worker.

(i) This clause does not apply to casual workers."

(6) Clause 14—Hours:

(1) Amend subclause (a) by adding thereto the following:—

"to be worked in five and a half (5½) days."

(2) Amend subclause (c) by adding thereto the following:—

"In the event of a dispute between the employer and the Union as to the reasonableness of the daily spread of hours for these workers, such dispute may be referred to a Board of Reference for decision."

(3) Amend subclause (e) by adding thereto the following:—

"without loss of pay."

(7) Clause 19—Travelling Time:

(1) Amend subclause (a) by adding thereto the following:—

"Provided that such travelling time shall be limited to eight (8) hours in any one day."

(2) Omit subclause (b) and insert in lieu thereof the following:—

"(b) Every worker in the bush, except a piece-worker, who is provided for under the provisions of clause 4 (10), shall have a starting place for work, which shall be any point not more than one and a half (1½) miles by the nearest practicable route from the camp."

(3) Omit subclause (c) and insert in lieu thereof the following:—

"(c) When a worker is required to walk to his work at any place situated beyond the starting point, he shall be paid for all time occupied in walking between the starting point and the workplace at the rate of twenty (20) minutes for each mile or part thereof, both going and returning, that the workplace is beyond the starting point."

(8) Clause 20—Payment of Wages:

Add the following subclause:—

"After the thirtieth (30th) day of June in each year, on the request of a worker, the employer shall supply such worker with a statement showing the amount of wages earned by him whilst in the employment of the employer during the preceding twelve (12) months, together with the amount deducted from the wages of such worker by statutory authority."

(9) Clause 26—Contract of Service:

(1) Amend subclause (a) by the omission of the words "in the case of towns."

(2) Amend subclause (f) by the addition of the following:—

"So as to obviate as far as possible loss of time to the worker, all plant and machinery shall be kept in a reasonable state of repair by the employer, and every effort shall be made by him to ensure a constant supply of logs at the mill."

(10) Clause 30—Absence Through Sickness:

Amend this clause by omitting subclause (b).

(11) Clause 31—Allowances:

(1) Omit subclause (i) and insert in lieu thereof the following:—

"(i) Where a wet-sawing process is operated in a mill to the discomfort or to the detriment of the health of the workers, such allowance, if any, shall be paid to the benchman and assistants or other workers affected by the process, as may be agreed upon, or, in default of agreement, determined by a Board of Reference."

(2) Add a new subclause as follows:—

"(j) Where a worker is called upon to work in water or slush more than six (6) inches deep, he shall be paid an allowance of one shilling (1s.) per day, or be provided by the employer with rubber boots whilst so employed."

(12) Schedule 1:

Amend this portion of the Award as follows:—

(1) After item 10 insert the following:—

"10a. Marker Nil.
(A Board of Reference may grant in any special case a margin not exceeding three shillings (3s.)."

(2) Omit item 12 and insert in lieu thereof the following:—

"12. Pullers-out and/or assistants on No. 1 Bench:

	s.	d.
(a) Single-handed on dead roller	15	0
(b) Dead roller where more than one engaged	9	0
(c) Single-handed on hand-propelled roller	10	0
(d) Double-handed on hand-propelled roller	8	0
(e) Friction feed or split roller	6	0
(f) Leverman or handleman	6	0
(g) Assistants, etc., when cutting karri	9	0

(3) Omit item 13 and insert in lieu thereof the following:—

"13. Pullers-out and/or assistants on No. 2 Bench:

	s.	d.
(a) Single-handed on hand-propelled roller	7	0
(b) Double-handed on hand-propelled roller	5	0
(c) Friction feed or split roller	4	6
(d) Leverman or handleman	4	6

(4) Item 16:—Omit the words "Pullers-out and/or assistants on any breaking-down saw" and insert in lieu thereof "Assistants on any breaking-down saws or breaking-down bench."

(5) Insert after item 26 a new item as follows:—

"26a. Carpenter's Labourer 6 0"

(6) Insert after item 38 a new item as follows:—

"38a. Truck stowers 3 0"

(7) Item 49:—Omit the figures "18s." and insert in lieu thereof "20s."

(8) Item 52:—Omit the figures "15s." and insert in lieu thereof "17s. 6d."

(9) Omit item 64 and insert in lieu thereof the following:—

"64. Junior workers (unapprenticed boys):

The rates for junior workers shall be as under:—

	Percentage of Basic Wage.
Up to 16 years of age	30
16 to 17 years of age	35
17 to 18 years of age	45
18 to 19 years of age	60
19 to 20 years of age	70
20 to 21 years of age	90

(13) This Order shall take effect from the Fourth day of January, 1940.

Dated at Perth this 21st day of December, 1939.

By the Court,

(Sgd.) WALTER DWYER,

[L.S.] President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 352 of 1938.

Between Federated Moulders' (Metals), Union of Workers, Perth, Applicant, and Wiluna Gold Mines, Limited, and others, Respondents.

HAVING read the application for amendment of Award No. 4 of 1934, delivered on the 24th day of December, 1934, and having heard Mr. B. Ellis, on behalf of the applicant Union, and Mr. L. L. Carter, on behalf of the respondents, the Court hereby orders and directs that the said Award be amended as follows:—

Clause 3—Wages:

(1) Omit subclause (b) and insert in lieu thereof the following:—

"(b) Industry Allowance:—An industry allowance shall be payable to workers under this Award, in accordance with clause 3 of Award Nos. 2 and 6 of 1934 as amended or replaced from time to time."

(2) Subelause (c): Omit the figures "1. 4. 0." appearing therein as a margin and "5. 18. 0." appearing therein as the total wage per week and insert in lieu thereof "1. 10. 0." and "6. 4. 0." respectively.

Dated at Perth this 15th day of December, 1939.

By the Court,

(Sgd.) WALTER DWYER,
President.

[L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 20 of 1939.

Between F. Forkin, L. G. Bennit, L. F. Allen, W. A. Trythall, Applicants, and The Hotel, Club, Caterers, Tearoom, and Restaurant Employees' Industrial Union of Workers, W.A. Goldfields Branch, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties: And whereas the said dispute was referred into Court for the purpose of hearing and determination: And whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference: And whereas the parties have this day appeared before the President of the Court by their respective representatives, and requested that the agreement, a memorandum of which is hereto annexed, be made an Award of the Court: And whereas the said Agreement has been certified by me pursuant to section 63 (2) of the Act and duly filed in the office of the Clerk of the Court, which said Agreement, pursuant to section 63, shall have the same effect as and be deemed an Award of the Court:—

MEMORANDUM OF AGREEMENT.

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

1.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the Post Office, Kalgoorlie.

2.—Hours.

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

3.—Spread of Shift.

(a) Spread of shift shall mean the time which elapses from the worker's starting time to the worker's finishing time for the shift.

(b) Weekly spread of shift shall mean the aggregate number of hours contained in the spread of shifts for a week.

(c) Subject to clause 4 (Overtime), a spread of shift shall not exceed twelve (12) hours.

(d) Weekly spread of shifts shall not exceed seventy-two (72) hours.

(e) Nothing contained in (c) and (d) hereof shall entitle an employer to increase the spread of shift now worked by his workers, unless it can be shown that the general alterations contained in this Award have made the continuance of such a spread of shift difficult. In such a case the matter shall be settled by agreement between the employer and an accredited representative of the Union, or, failing any such agreement, by the Board of Reference provided by this Award.

(f) In addition to breaks for meal intervals, there may be a break of not less than three (3) hours during any shift.

4.—Overtime.

(a) All work done in excess of the spread of shift provided in clause 3, or beyond forty-eight (48) hours in any one week, or outside the rostered hours in any shift, shall be deemed to be overtime and shall be paid for at the rate of time and a half.

(b) No employer shall work any worker, and no worker shall work for any employer for a longer period of overtime than five (5) hours in any one week, except during—

(i) the period from 23rd December to 6th January, inclusive;

(ii) the racing carnival week in which the Kalgoorlie and Boulder Cups are contested.

Provided, however, that in no case shall more than ten (10) hours' overtime be worked in any one week.

5.—Wages.

The following shall be the minimum rates of wages payable:—

(a) Basic wage:

Males, £4 16s. 4d. per week.
Females, £2 12s. per week.

	Margin per Week.		
	£	s.	d.
(b) Adult males:			
Cook	1	1	0
Hall porter	Nil.		
Night porter	Nil.		
Yardman	Nil.		
Steward	Nil.		

	Percentage of Male Basic Wage per Week.	
	Wage per Week.	Percentage
(c) Junior males:		
Between 18 and 19 years of age ..	66.5	
Between 19 and 20 years of age ..	80	
Between 20 and 21 years of age ..	95	

	Margin per Week.		
	£	s.	d.
(d) Females:			
Cook	2	3	6
Waitress	1	5	0
Housemaid	1	5	0
Kitchenmaid	1	5	0
Scullerymaid	1	5	0
Pantrymaid and other female workers not specified	1	5	0
Laundress	1	13	6
General, not doing any cooking ..	1	5	0
General, when required to do cooking ..	1	13	6

(e) In dining rooms where one or more waitresses or waiters is or are employed, one junior waitress may be employed at a minimum wage of—
Between 16 and 17 years of age 0 10 9
Between 17 and 18 years of age .. 0 15 9
The term "junior waitress" as used above means one who is under the age of eighteen (18) years and who has not had more than twelve (12) months' experience in a dining room.

6.—Board and Lodging.

For all workers where board is provided, the employer shall be entitled to deduct one pound two shillings and pence (£1 2s. 2d.) per week, and where lodging is provided, eleven shillings and sevenpence (11s. 7d.) per week.

7.—Accommodation.

An employer requiring a worker to sleep in shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, then the Union may request the Health Inspector to inspect and report upon the same, and his decision shall be final on the point.

Workers sleeping-in shall be provided with a common sitting room apart from their bedrooms, and they shall have access to a bathroom.

8.—Change Room.

The employer shall provide a suitable and properly equipped change room for the workers of each sex, where such workers do not reside on the premises. The room shall be provided with mirror, washbasin, soap, towels, and seating accommodation. Any complaints as to the inadequacy of any change room in any particular way shall be referred to the Board of Reference.

9.—Meal Hours.

At least one clear hour in every six (6) shall be allowed off for each worker for meal time.

10.—Meals.

Where board is provided meals shall be supplied as per menu used in the establishment.

11.—Weekly Holidays.

All workers shall be entitled to and shall receive one full day off duty in each week, excepting in hotels where one cook is employed, in which case two (2) half-days in lieu of one full day may be given, and, in addition, the wages paid by such hotels to such workers shall be increased by one-twelfth (1/12th) above the rates provided by this Award. Provided that the half day shall commence at two o'clock in the afternoon and terminate at the usual starting time the next day.

12.—Annual Holiday.

After the completion of twelve (12) months' service annual holidays shall be granted as follows:—Three (3) weeks' holiday on full pay shall be granted within three (3) months of becoming due, and all workers shall be required to take such holidays: Provided that, any worker who shall have served one month or over and whose services shall have been terminated by either party before the annual holiday has become due under this clause, shall be entitled to and shall receive a proportionate allowance for the time actually served. Should the employer require the worker to continue work after the time appointed under this clause for the taking of such holidays, then he shall pay the worker at the rate of double time for all work done after that date, unless after consultation with the Union representative he can show that it is not possible for him to find a substitute during that time: Provided also, that a roster containing the names of workers and the dates on which their holidays become due may be arranged between the employer and the Union. By consent of the employer, workers may exchange their rostered holidays with each other.

13.—Payment for Public Holidays.

All work done on Good Friday, Christmas Day, Labour Day, and Anzac Day shall be paid for at double time rates in all establishments.

14.—Roster.

A roster of the working hours of all workers shall be exhibited in each establishment in such a place as it may be conveniently and readily seen by each worker, such roster to be compiled weekly, and shall denote the hours to be worked by such workers for the week ahead and shall be open for inspection by Union officials during all working hours. A copy of this Award shall be available at all times in a place where all may peruse it.

15.—Record Book.

The employer shall keep or cause to be kept at his business premises, or at each of them if more than one, a time and wages book, wherein shall be entered the name, occupation and, in the case of juniors, the age on his or her last birthday, the time he or she commences and finishes work each day, and the wages paid to each worker each week. Such book shall be entered up each day and shall be signed weekly, if correct, by each worker. The employer and each worker shall be severally responsible for the proper posting of this book. The book shall be open for inspection on the employer's premises during working hours by a duly authorised representative of the Union, who shall be permitted to take extracts therefrom.

16.—Weekly Wages.

Wages shall be paid weekly. When no agreement in writing is made determining the period of notice, then a notice of not less than twenty-four (24) hours shall be given by either party of intention to terminate the service.

17.—Restriction of Work.

No female shall be permitted or compelled to climb ladders for the purpose of cleaning fanlights, electric fans, walls, or windows.

18.—Uniforms.

Employers shall provide, maintain, and pay for the cleaning and the laundering of all stiff white cuffs, collars, white aprons, white coats or other working apparel in the nature of uniform, where same are demanded to be worn.

19.—Higher Duties.

Any worker who for more than two (2) hours in any day performs work carrying a higher prescribed rate of wages than that in which he or she is engaged shall receive such higher wage for the time so employed.

20.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendances, on the ground of personal ill-health, for one half ($\frac{1}{2}$) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves

the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

(b) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay under the preceding provision shall not count for the purpose of determining his right to holidays.

21.—Junior Worker's Certificate.

Junior workers, upon being engaged, shall, if required, furnish the employer with a certificate containing the following particulars:—

- (i) Name in full.
- (ii) Age and date of birth.
- (iii) Name of each previous employer, and length of service with such employer.
- (iv) Class of work performed for each previous employer.

Such of the foregoing particulars as are within the knowledge of an employer shall be indorsed on the certificate and signed by the employer, upon request of the worker.

No worker shall have any claim upon an employer for additional pay, in the event of the age or length of service of the worker being wrongly stated on the certificate. If any junior worker shall wilfully misstate his age or length of service in the above certificate, he alone shall be guilty of a breach of this award.

22.—Board of Reference.

(a) The Court appoints, for the purpose of the Award, a Board of Reference. This Board shall consist of a chairman and four (4) other representatives, two (2) to be nominated by each of the parties. There are assigned to 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.

23.—No Reduction.

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

24.—Preference.

All things being equal, preference shall be given to members of The Hotel, Club, Caterers, Tearooms and Restaurant Employees' Industrial Union of Workers, W.A. Goldfields Branch.

25.—No Victimisation.

No employer shall dismiss any worker from his employment or injure him in his employment or alter his position to his prejudice by reason merely of the fact that the worker is a member of The Hotel, Club, Caterers, Tearooms, and Restaurant Employees' Union of Workers, W.A. Goldfields Branch, or by reason of the fact that such worker is entitled to all the benefits of this Award.

26.—Term.

The term of this Award shall be three (3) years from the first day of November, 1938.

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

Dated at Perth this 12th day of December, 1939.

(Sgd.) WALTER DWYER,
President.

Filed at my office this 12th day of December, 1939.

(Sgd.) J. H. BOGUE,
Clerk of the Court of Arbitration.

[L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 23 of 1937.

Between The Operative Painters and Decorators' Industrial Union of Workers, Perth, Applicant, and Swansea Cycle and Motor Company; Jubilee Cycle Works; Anssie Cycles, Limited; Gordon Cycle and Motor Company; Keen Cycle and Engineering Shop; West Cycles, Limited; Charman & Williams, Limited; Malvern Star Cycle Agency; James W. Smith; Arrow Cycle Company; General Accessories Proprietary, Limited; 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.—Area.

This Award shall operate over a radius of twenty-five (25) miles from the General Post Office, Perth.

2.—Term.

The currency of this Award shall be three (3) years from the date of its delivery: Provided that, at any time after the expiration of twelve (12) months from such date, the Court may alter or amend the same, on the application of any party or persons affected by its provisions.

3.—Definition.

“Casual worker” means a worker employed for less than one week at one time. A casual worker shall be paid at the rate of ten per cent. (10 per cent.) in addition to the rates prescribed herein for the time so employed.

4.—Hours.

The week's work shall consist of forty-four (44) hours, which shall be worked in five and a half (5½) days, or, at the option of the employer, in five (5) days.

5.—Wages.

	Per Week.
	£ s. d.
Basic wage:	
Metropolitan Area	4 2 2
South-West Land Division	4 3 1
	Margin
	per Week.
	s. d.
Liner and writer	10 0
Spray hand	5 0
Brush hand	3 0
Dipper	Nil.
	Percentage
	of Basic
	Wage
	per Week.
Junior workers:	
Under 15 years of age	25
15 to 16 years of age	30
16 to 17 years of age	40
17 to 18 years of age	50
18 to 19 years of age	60
19 to 20 years of age	70
20 to 21 years of age	85

6.—Overtime.

(a) All time worked on any day after the regular working hours shall be paid for the first four (4) hours at time and a half and double time thereafter.

(b) Any worker required to work for more than two (2) hours' overtime without having been notified the previous day shall be supplied with a meal by the employer, or be paid the cost of the same.

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

7.—Mode of Payment.

All wages shall be paid on or before Friday in each week and shall be paid within fifteen (15) minutes of the usual time for finishing work.

8.—Termination of Employment.

The contract of service shall be by the day and shall be terminable by one day's notice on either side.

9.—Piece Work.

A worker undertaking piece work shall be paid at least the minimum rate prescribed by this Award plus ten per cent. (10%).

10.—Leading Hand.

Any worker placed in charge of three (3) adult workers covered by this Award shall be paid the rate of one shilling (1s.) per day extra.

11.—Higher Duties.

A worker engaged for more than two (2) hours in any one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for that day.

12.—Meal Money.

One shilling and sixpence (1s. 6d.) shall be allowed to any worker who is required to work more than two (2) hours' overtime after completing his day's work. This shall not apply where a worker has been notified on the previous day that overtime shall be worked.

13.—Spray Painting.

Spray painting operations shall be carried on under the conditions and restrictions imposed by orders or regulations for the time being in force made by the Department of Public Health, in pursuance of the Factories and Shops Act and amendments thereof, and for such purpose such orders and regulations are hereby embodied in and form part of this Award, with the intent that a breach thereof may be enforceable as a breach of the Award.

14.—Dipper.

A worker while employed dipping shall be provided with an apron or over-all to protect his clothing while so employed.

15.—Special Conditions.

(a) No worker shall be permitted to have a meal in any paint shop or in such close proximity to any place where painting operations are being carried on as is likely to cause injury to his health.

(b) Washing of hands:—The employer shall provide for workers washing facilities and soap suitable as a solvent for paint mixtures in some convenient place for the use of workers before meals and after knocking off work for the day.

(c) Workers shall be allowed five (5) minutes each day before ceasing work for the purpose of washing and cleaning up.

16.—Access to Jobs.

The secretary or any authorised officer of the Union shall be allowed free access to any job at any time during the luncheon hour, and, with the consent of the employer or foreman at any other time to interview any of the workers, if he desires to do so.

17.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sick-

ness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

18.—Holidays.

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

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

(c) Except when employed subject to the conditions of clause 6 (c) (Overtime) no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof. On any other public holiday an employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, but, if kept open or work be done, ordinary rates shall apply.

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

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

19.—Aged and Infirm Workers.

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

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

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for or be employed at the proposed lesser rate.

20.—Record Book.

(a) Each employer shall keep a time and wages book, showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection to a duly accredited official of the Union during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom.

21.—Junior Workers.

(a) Male junior workers shall be allowed in the proportion of one junior to each adult worker. The proprietor and/or his manager shall be counted as a worker for the purpose of this clause, if engaged in the actual working in the shop or factory. Where no adult worker is employed one junior may be employed.

(b) Female juniors shall not be employed.

22.—Junior Worker's Certificate.

(a) Junior workers, upon being engaged, shall, if required, furnish the employer with a certificate containing the following particulars:—(i) Name in full; (ii) Age and date of birth.

(b) No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate. If any junior worker shall wilfully mis-state his age in the above certificate, he shall be guilty of a breach of this Award.

23.—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 interpretation 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.

In witness whereof this Award has been signed by the President of the Court and the Seal of the Court has been heretofore affixed this 20th day of December, 1939.

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

COURT OF ARBITRATION.

Erratum—Collie Deputies Award.

AWARD No. 2 of 1939, published in *Government Gazette*, 15th December, 1939:—Delete subclause (b) of clause 12 appearing at page 2224 and substitute the following—

“(b) If a deputy, working on day shift, without having received notice on the previous day, is continued in his work after 6 p.m. on Mondays to Fridays inclusive and ‘Back’ Saturdays, or after 4 p.m. on ‘Pay’ Saturdays, he shall be supplied with a meal. Similar conditions shall apply to a deputy working on afternoon or night shift whose working hours are prolonged to the same extent.”

R. A. WOOD,
Industrial Registrar.

Registrar General's Office,
Perth, 18th January, 1940.

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

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
34/34	1940. Jan. 17	<i>International Bible Students.</i> Mr. Harold Charles Cutts	Subiaco	Perth.

S. BENNETT,
Registrar General.

APPOINTMENT

(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, 18th January, 1940.
R.G. No. 74/35.
IT is hereby notified, for general information, that Mrs. S. M. Lanigan has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Victoria Plains Registry District, to reside at New Noreia, during absence on leave of Mr. J. P. Lanigan; appointment to date from 21st January, 1940.

S. BENNETT,
Registrar General.

THE BREAD ACT, 1903-38.

Department of Labour,
56 James street,
Perth, 15th January, 1940.
F. & S. 885/38.
NOTICE is hereby given that at a Poll of bakers taken in the Dundas Road District on the 12th January, 1940, pursuant to the provisions of subsection (2) of section 14 of the Bread Act, 1903-38, it was determined that—
(a) no bread shall be baked on one day in each week; and (b) no bread shall be made or baked for sale at all by any person exercising or employed in the trade or calling of a baker on any Saturday.

Such determination shall have effect until another Poll is taken pursuant to the said subsection (2) of section 14 of the said Act.

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

LOST CASH ORDER.

Agricultural Bank,
Perth, 15th January, 1940.
THE undermentioned Cash Order drawn by the Agricultural Bank has been lost and payment has been stopped; it is proposed to issue a fresh Cash Order in lieu thereof:—

C/O. No. 23981; Value £64 0s. 3d.; Harrington, E. J.; 7/11/39; Northam.

C. ABEY,
General Manager.

THE COMPANIES ACT, 1893.

Metro-Goldwyn-Mayer Pty., Limited.
Metro-Goldwyn-Mayer Theatres Pty., Limited.
NOTICE is hereby given that the Registered Offices of the abovenamed Companies are situate at Metro House, 447-449 Murray street, Perth.
Dated the third day of January, 1940.

THE COMPANIES ACT, 1893.

Calcutta Company Proprietary, Limited.
THREE months notice is hereby given of the intention of the abovenamed Company to cease to carry on business in this State.

Dated the 21st day of December, 1939.

Calcutta Company Pty., Ltd.,
GORDON M. PARSONS,
Local Manager.
Attorney for the Company in the
State of Western Australia.
Stone, James & Co., Solicitors, Perth.

THE COMPANIES ACT, 1893.

H. Dawson, Sons and Co., Limited.
NOTICE is hereby given that the Registered Office of the above Company has been changed and is now situate at Room 61, 3rd Floor, West Australian Chambers, St. George's terrace, Perth.

Dated the 5th day of January, 1940.

(Sgd.) J. CLARKE,
Attorney for the Company in Western Australia.

Western Australia.

COMPANIES ACT, 1893.

Notice of Registered Office of Mutual Credit Pools, Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate at Shop 9, London Court, Perth, and that the hours during which such office is open to the public for the transaction of business are from 10 a.m. to 4 p.m., from Mondays to Fridays, inclusive, and from 10 a.m. to noon on Saturdays.

Dated this 16th day of January, 1940.

T. A. DRAPER,
Solicitor for the abovenamed Company.

THE COMPANIES ACT, 1893.

The J. R. Watkins Company.
NOTICE is hereby given that the Registered Office of the above Company in Western Australia, where all legal proceedings may be served upon and all notices addressed or given to the Company, is situate at 109 James street, Perth, in the said State, and that the undersigned, Walter Thomas Hollett, is the Attorney for the said Company in Western Australia.

Dated this 8th day of January, 1940.

W. T. HOLLETT,
Attorney for the above Company.
Nicholson & Nicholson, Bank of Adelaide Chambers,
Perth, W.A., Solicitors for the above Company.

IN THE MATTER OF THE COMPANIES ACT,
1893

(56 Vict., No. 8)

NOTICE is hereby given that, under the provisions of section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Mutual Credit Pools, Limited.

Dated this 12th day of January, 1940.

T. F. DAVIES,
Registrar of Companies,
Supreme Court Office, Perth, W.A.

THE ASSOCIATIONS INCORPORATION ACT,
1895.

The G.F.S. Orana Club.

I, ETHEL ANNIE FRANCES AKEHURST, of 532 Hay street, Perth, the Secretary of The G.F.S. Orana Club, and being the person authorised by the said Club in that behalf, do hereby give notice that I am desirous that such Club should be incorporated under the provisions of the Associations Incorporation Act, 1895.

E. A. F. AKEHURST.

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 G.F.S. Orana Club, filed in pursuance of the Associations Incorporation Act, 1895:

1. Name of the Institution:—The G.F.S. Orana Club.
2. Object or Purpose of the Institution:—To afford its members the means of further social intercourse and recreation and to establish a centre where its members may meet daily for the purpose of such recreation.
3. Where Situated or Established:—532 Hay street, Perth.
4. Names of the Trustees:—Margaret Moore, Vera Ada Summers, Viva Berton Sundercombe.
5. In whom the Management of the Institution is vested and by what means:—Committee consisting of President, three Vice-presidents, Secretary, Treasurer, the Trustees and four other elected members under Constitution and Rules.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership heretofore subsisting between John Henry Kane and George Wilson, carrying on business as Farmers and Graziers at Newdegate, under the style or firm of "Kane and Wilson," has been dissolved by mutual consent as from the date hereof. Each of the said partners will continue to carry on business at Newdegate aforesaid on his own account.

Dated this 29th day of December, 1939.

J. H. KANE,

G. WILSON.

John H. Baxter, Solicitor, Piesses' Buildings, Wagin.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hitherto carried on by Horace George Anderson, of York road, Greenmount, and Austin Seymour Brown, formerly of York road, Greenmount, but now of Reserve street, Wembley, under the style or firm-name of "Brown and Anderson," Contractors, has been dissolved by mutual consent as from the 31st day of December, 1939. The said Horace George Anderson and Austin Seymour Brown will collect and receive all moneys owing to the Partnership and will pay and discharge all the liabilities of the said Partnership.

Dated the 5th day of January, 1940.

A. S. BROWN.

Witness—V. O. Fabricius,
Occupation—Solicitor,
Address—Perth.

H. G. ANDERSON.

Witness—V. O. Fabricius,
Occupation—Solicitor,
Address—Perth.

V. O. Fabricius, Barrister & Solicitor, 56 A.M.P.
Chambers, William street, Perth.

Western Australia.

THE PARTNERSHIP ACT, 1895.

"Zecks."

NOTICE is hereby given that the Partnership in the business of Hairdressers, formerly carried on at Moana Chambers, Hay street, Perth, by Charles Zeck and Charles Zeck (junior), under the style or firm-name of "Zecks," has been dissolved as from the 31st day of December, 1939, and that as from that date the business will be conducted by the said Charles Zeck (junior).

Dated the 10th day of January, 1940.

CHARLES ZECK.

CHARLES ZECK (jun.)

Villeneuve Smith & Keall, Solicitors for the Partners.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Ernest Austin Trigg, formerly of Geraldton, in the State of Western Australia, but late of 9 Barrack street, Perth, in the said State, Gentleman, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are required to send particulars thereof in writing to the Administrator (with the Will) The West Australian Trustee, Executor and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 19th day of February, 1940, after which date the said Administrator (with the Will) 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 11th day of January, 1940.

WHEATLEY & SON,

Occidental House, 49 St. George's terrace,
Perth, Solicitors for the Administrator
(with the Will) The West Australian
Trustee, Executor, and Agency Company,
Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Frank Hagger Downer, late of Adelaide, in the State of South Australia, Solicitor, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the above-mentioned Frank Hagger Downer, deceased, are required to send particulars thereof in writing to The West Australian Trustee, Executor, and Agency Company, Limited, 135 St. George's terrace, Perth, the Attorney in Western Australia for the Executor of the Estate of the said deceased, on or before the 19th day of February, 1940, after which date the said Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands of which the Attorney shall then have had notice.

Dated this 10th day of January, 1940.

JACKSON, McDONALD, CONNOR, & AMBROSE,
C.M.L. Buildings, 53 St. George's terrace, Perth,
Solicitors for the said Attorney.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Henry Auburn Pilgrim, late of 284 Suburban road, South Perth, in the State of Western Australia, Timber Merchant, deceased.

NOTICE is hereby given that all persons having any claims or demands against the Estate of the abovenamed deceased are required to send in written particulars of such claims and demands to The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, in the said State, the Administrator (with the Will annexed) of the abovenamed deceased, on or before the 19th day of February, 1940, after which date the said Company will proceed to distribute the Estate of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 9th day of January, 1940.

GORDON B. D'ARCY,
of Warwick House, St. George's terrace, Perth,
Solicitor for the Administrator (with the Will).

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Campbell, formerly of "Glen Nallian," Wagin, in the State of Western Australia, but late of 28 Devon road, Bassendean, in the said State, Retired Farmer, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands upon or against the Estate of the abovenamed William Campbell, deceased, are hereby required to send particulars thereof in writing to the Executor of his Will The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 19th day of February, 1940, 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 such claims and demands of which it shall then have had notice.

Dated the 10th day of January, 1940.

ACKLAND & WATKINS,
89 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 James Blechynden, late of Springfield, Dinninup, in the State of Western Australia, Retired Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed James Blechynden, deceased, are requested 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 19th day of February, 1940, after which date the Executor will proceed to distribute the assets of the deceased

among the persons entitled thereto, having regard only to the claims and demands of which it shall then have notice.

Dated the 16th day of January, 1940.

VILLENEUVE SMITH & KEALL,
of 23 Barrack street, Perth, Solicitors and
Agents for P. A. Ewing, of Bridgetown,
Solicitor for the abovenamed Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Catherine McNamara, late of Mount Barker, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed Catherine McNamara, deceased, are requested 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 19th day of February, 1940, after which date the Executor will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims and demands of which it shall then have notice.

Dated the 16th day of January, 1940.

VILLENEUVE SMITH & KEALL,
of 23 Barrack street, Perth, Solicitors for the
abovenamed Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Patrick Joseph Keane, late of the Tower Hotel, Charles street, West Perth, in the State of Western Australia, Hotel-keeper.

ALL persons having claims and demands against the Estate of the abovenamed deceased are hereby required to send particulars in writing of such claims or demands

to the Executor, Joseph Edwards, of West Australian Chambers, St. George's terrace, Perth, on or before the 19th day of February, 1940, 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 which particulars shall have been given as aforesaid.

Dated this 10th day of January, 1940.

IVAN J. CAMPBELL,
Warwick House, St. George's terrace, Perth,
Solicitor for Joseph Edwards, the Executor
of the Will of the abovenamed deceased.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Margaret Banks Younger, late of 6 Mount Prospect crescent, Maylands, in the State of Western Australia, Married Woman, deceased (intestate).

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send in particulars of such claims and demands in writing to the Administrator of the Estate of the said deceased, Archibald Matthew Younger, care of Kott & Lalor, of City Mutual Buildings, 62 St. George's terrace, Perth, on or before the 19th day of February, 1940, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated this 15th day of January, 1940.

KOTT & LALOR,
of City Mutual Buildings, 62 St. George's terrace, Perth, Solicitors for the Administrator.

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 or demands to me in writing on or before the 9th day of February, 1940, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 18th day of January, 1940.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
McIntosh, William Henry	23-7-39	16-1-40	Cardabia Station, Carnarvon	Cook
Barton, Charles Nelson	18-3-37	"	formerly of Fremantle but late of Nedlands	Carpenter
Blacker, John	14-8-38	"	formerly of Claremont but late of Nedlands	Miner
Matheson, Peter Duncan	24-10-39	"	11 Myrtle street, Perth ...	No occupation
Longhurst, John	19-1-35	"	formerly of Beverley but late of Nedlands	Labourer
Shackley, Edward	23-9-39	"	formerly of Perth but late of Nedlands	Handyman
Cunningham, Oscar Arthur	2-11-39	"	Menzies	Prospector

THE COLONIAL MUTUAL LIFE ASSURANCE SOCIETY, LIMITED.

Register of Unclaimed Money held by The Colonial Mutual Life Assurance Society, Limited.

Name and last known Address of Owner on Books.	Total Amount due to Owner.	Description of Unclaimed Money.	Date of last Claim.
Foley, Emily Maude, "Rotherwood," Bennett street, Perth	£ s. d. 6 6 0	Maturity Claim Policy No. 160018, Matured 17th March, 1933	Nil.

10th January, 1940.

The Colonial Mutual Life Assurance Society, Ltd.
W. B. JEANES,
Acting Manager for W.A.

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:—

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

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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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