



# Government Gazette

OF

## WESTERN AUSTRALIA.

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No. 5.]

PERTH : FRIDAY, FEBRUARY 2.

[1940.

Bank Holiday at Narrogin.

## 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 Wednesday, 21st February, 1940, a special day to be observed as a Bank Holiday in the Town of Narrogin.

Given under my hand and the Public Seal of the said State, at Perth, this 22nd day of January, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

Fire Brigades Act, 1916-1925.

## PROCLAMATION

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

WHEREAS it is enacted by section 38 of the Fire Brigades Act, 1916-1925, that the Governor may make regulations for any of the purposes mentioned in the said section, and also for such other purposes as the Governor may by Proclamation order; and whereas it is deemed desirable and expedient that the purposes in relation to which the Governor may make regulations under the said section shall include, in addition to those already specified in the said section, the following purpose, namely:—The establishment of a pension or superannuation fund for employees of the Board who are not members of a brigade: Now, therefore I, the said Lieutenant-Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by the said Act and of all other

powers in this behalf me enabling, do hereby order that the establishment of a pension or superannuation fund for employees of the Board who are not members of a brigade shall be a purpose within section 38 of the Fire Brigades Act, 1916-1925, for which regulations may be made under the said section for the purposes of the said Act.

Given under my hand and the Public Seal of the said State at Perth, this 25th day of January, 1940.

By His Excellency's Command,

A. COVERLEY,  
Minister for North-West.

GOD SAVE THE KING !!!

Dedication of Public Highway.

Bunbury 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. 2579/37.

WHEREAS by sections 222 and 227 of the Municipal Corporations Act, 1906 (6 Edwardi, 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 Bunbury 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 Bunbury, be declared a public highway: Now, therefore I, the said Lieutenant-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 Procla-

mation, 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.

Withers crescent (addition); all that portion of Lot 3 of Leschenault Location 26 (L.T.O. Diagram No. 9389) lying south of the production east of the south boundary of Lot 554; (L.T.O. Plan 4638).

Given under my hand and the Public Seal of the said State, at Perth, this 25th day of January, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

Dedication of Public Highway.

Northam 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. 2054/18.

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 Northam Municipal Council has requested that certain lands, named and described in the Schedule hereunder, which have been used for streets or ways within the Municipality of Northam, be declared public highways: Now, therefore I, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, do by this my Proclamation declare the said lands to be public highways, and such lands shall from the date of this Proclamation be absolutely dedicated to the public as highways, within the meaning of any law now or hereafter in force.

Schedule.

Name of street, Width, Position and Titles' Office Plans.

Yilgarn avenue; varying; from East street to the Northam-York road; 1863

Spring street; 65 links; from Yilgarn avenue to Elsie street; 1863.

Elsie street; 100 links; from East street to the Northam-York road; 1863.

Rockett street; 100 links; from Morrell street to Habgood street; 2780.

Habgood street; 100 links; from Chidlow street to Throssell street; 2780.

Throssell street; 100 links; from the western side of Habgood street to Morrell street; 2780.

Given under my hand and the Public Seal of the said State, at Perth, this 25th day of January, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 25th day of January, 1940, the following Orders in Council were authorised to be issued:—

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 831/89.

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. 525, at Pinjarra, should vest in and be held by the Murray Road Board in trust for the purpose of Common: 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 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. 3112/96.

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. 3450 at Yalgoo, should vest in and be held by the Yalgoo Road Board in trust for the purpose of Camping: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserve shall vest in and be held by the Yalgoo 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. 3110/96.

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. 3451, near Yalgoo, should vest in and be held by the Yalgoo Road Board in trust for the purpose of Municipal—Rubbish: 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 Yalgoo 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. 3623/94.

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. 15772, at Dalaroo, should vest in and be held by the Moora Road Board in trust for the purpose of Public Utility: 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 Moora 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. 15750/08.

WHEREAS by section 34 of the Land Act, 1933-1938, it is made lawful for the Governor, by Order in Council, without issuing any deed of grant, to place any reserve under the control of any municipality, roads

board, or other person or persons as a Board of Management, and to empower such Board to make, repeal, and alter by-laws for the control and management of such reserves, such by-laws to be approved by the Governor and published in the *Government Gazette*: And whereas it is deemed expedient that the reserves set out in the Schedule attached hereto should be placed under the control of the general manager of the State Hotels as a Board of Management: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby revoke the appointment of any other person or persons heretofore appointed a Board of Management, or charged with the control or management of such reserves, or any of them, and doth hereby place such reserves under the control of Thomas John Parkinson, General Manager of State Hotels, as a Board of Management, and doth empower the said Thomas John Parkinson, as such Board, to make, repeal, or alter by-laws for the control and management of the said reserves, and to impose penalties not exceeding £5 for any breach thereof and £2 a day for a continuing breach, but not more than £20 in the aggregate.

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

Schedule.

Reserve No., District, and Purpose.

- “A” 7406; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8427; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8428; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8429; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8430; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8432; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8433; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8434; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.

- “A” 8435; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8436; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8437; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8438; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8694; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 8768; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 10922; Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 11759; Sussex; Park and Recreation.
- “A” 8431 (excluding that portion of the reserve, being the area 10 chains in width and extending north-eastward along the sea front from Cape Mentelle for a distance of 40 chains); Sussex; Protection and Preservation of Caves and Flora and for Health and Pleasure Resort.
- “A” 13404 (excluding that portion of the reserve extending in a southerly direction from the south boundary of Sussex Location 166 for a distance of 30 chains); Sussex; Recreation.

The Land Act, 1933-1938.

ORDER IN COUNCIL.

Corr. No. 8615/11.

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. 22113 (Wongan Hills Lot 138) should vest in and be held by the Wongan-Ballidu Road Board in trust for the purpose of Road Board Purposes: 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 Wongan-Ballidu 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.

ORDERS IN COUNCIL FOR THE WEEK ENDING 26TH JANUARY, 1940.

Department concerned.	File No.	Under what Act.	Date.	Purport of Order.
Forests ... ..	1553/38	Forests Act, 1918 ...	25-1-40	excising Nelson Location 11308 (Plan 414A/40, C2) from State Forest No. 49.
Do. ... ..	1369/39	do. do. ...	do.	excising the following locations from the State Forests shown:—State Forest No. 14, 22, 24, 29, and 37; Location Nos. and Plans:—Murray 1122—380C/20, E4; Coekburn Sound 887, 888, 889, and 907—341C/40, D & E3 & 4; Wellington 4448—410A/40, AB2; Nelson 11310 and 11312—415D/40, A4; and Nelson 11282—443A/40, B1.

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

JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 2nd February, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Roger Wyman Clark, Esquire, of Carnamah, as a Justice of the Peace for the Victoria Magisterial District.

*Ex officio* JUSTICES OF THE PEACE.

IT is hereby notified, for public information, that the following gentlemen have been appointed, under section

9 of the Justices Act, 1902-36, as Justices of the Peace during the terms of their offices as mayor of a municipality and chairman of a road board respectively:—

George Alexander Kennedy, Esquire, Mayor of the Municipality of Midland Junction, as a Justice of the Peace for the Swan Magisterial District;

George Lee Teasdale, Esquire, Chairman of the Bruce Rock Road Board, as a Justice of the Peace for the York Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

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

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

Granted under Section 11.

(Writing down or suspension of Debts.)

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

McCall, John Charles, Wickiepin, 26th January, 1940.

Dnrack, Francis Jeremiah, Quairading, 26th January, 1940.

Thornett, James, Dowerin, 30th January, 1940.

Solling, Rex Aubrey Fritz, Winchester, 30th January, 1940.

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

W. A. WHITE, Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders issued under section 11 of the Act have been cancelled as from the date specified:—Carruthers, Thomas Bell and Robert (jun.), Lake Grace; Good, Alexander Cyril, Marradong; Rae, Blanche Millicent, Harvey; 31st January, 1940.

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:—Thompson, Arnold William, West Wagin; Day, Eric Francis, Gabbin; 31st January, 1940.

W. A. WHITE, Director.

THE AUDIT ACT, 1904.

The Treasury,

Treasury No. 1/40. Perth, 31st January, 1940.

IT is hereby published, for general information, that Mr. R. G. Heath has been appointed a Receiver of Revenue for the Public Works Department for a period of two weeks from the 24th January, 1940.

Treasury No. 13/40.

IT is hereby published, for general information, that Mr. H. J. Langsford has been appointed an Authorising Officer for the Railway Department for the period 4th January to the 30th June, 1940.

Treasury No. 16/39.

IT is hereby published, for general information, that Mr. A. L. G. MacGregor has been appointed Certifying Officer for the Education Department.

Treasury No. 16/39.

IT is hereby published, for general information, that Mr. T. A. Ottoway has been appointed Certifying Officer for the Tender Board Contractors' Deposit Account for the period 3rd to the 16th January, 1940.

Treasury No. 58/40.

IT is hereby published, for general information, that Mr. W. A. Duffield has been appointed Certifying Officer for the Agricultural Bank for the period 16th to 29th January, 1940.

A. J. REID,  
Under Treasurer.

Office of Public Service Commissioner,

Perth, 1st February, 1940.

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

Ex. Co. 2000; P.S.C. 477/39.—F. R. L. Britton, Clerk, Chief Secretary's Department, to be Clerk, Education Department, as from 16th October, 1939;

Ex. Co. 153; P.S.C. 448/37.—Robert Riebe, under section 28 of the Public Service Act, to be Junior Clerk, Government Stores Branch, Treasury Department, as from 10th May, 1939;

Ex. Co. 1537; P.S.C. 491/36.—Frederick Walter Hunghue Davis, under section 29 of the Public Service Act, to be Plant Inspector, Public Works Department, as from 1st July, 1939.

GEO. W. SIMPSON,  
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Crown Law ... ..	Clerk, Supreme Court (Item 1318) ... ..	Class 7. £342—£366	1940. 3rd February.
Premier's ... ..	*Officer in Charge, Melbourne Tourist Bureau ... ..	Class 7. £342—£366	10th February.
Crown Law ... ..	Clerk of Courts, Midland Junction (Item 1391) ... ..	Class 7, £342—£366†	do.
Mines ... ..	Draftsman, 2nd Class (Item 559) ... ..	Class 7, £318—£354	17th February.
Public Works ... ..	Clerk, Costs Office (Item 938) ... ..	Class 9, £294—£306	do.
Metropolitan Water Supply ... ..	Clerk (Item 1159) ... ..	Class 8, £318—£330	do.

\*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; away from home allowance (£50 per annum) is also payable.

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

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

GEO. W. SIMPSON,  
Public Service Commissioner.

Crown Law Department,  
Perth, 1st February, 1940.

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

J. L. Walker, under section 6 of the Transfer of Land Act, 1893, as Deputy Commissioner of Titles and as Deputy Registrar of Titles, during the absence of E. E. Fewings, on leave;

J. L. Walker, under section 21 of the Ordinance 19 Victorine No. 14, to act as the Registrar of Deeds as the substitute of the Registrar of Deeds (Mr. E. E. Fewings), during the absence on leave of the said Registrar of Deeds;

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

W. F. Madin as Acting Clerk of the Local Court, Acting Clerk to Magistrates, Leonora, and Acting Electoral Registrar for the Mt. Leonora Subdistrict, during the absence of H. P. Hardiman, on leave;

G. L. Gannon as Acting Clerk of the Local Court, Acting Clerk to Magistrates, Kalgoorlie, Acting Clerk of the Eastern Goldfields Court of Session, and Acting Electoral Registrar for the Brown Hill-Ivanhoe, Hannans, Kalgoorlie, and Kanowna Electoral Districts, and the North-East Province, during the absence of J. G. Blockley, on leave;

F. E. A. Bateman, as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Midland Junction;

C. Lawson as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Wyalkatchem, during the absence of E. P. Emberson, on leave.

#### STIPENDIARY MAGISTRATES ACT, 1930.

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor in Executive Council has, under the provisions of subsection (3) of section 5 of the Stipendiary Magistrates Act, 1930, assigned to William John Wallwork, Esq., Stipendiary Magistrate, as from 29th January, 1940:—(a) the Local Courts held at Midland Junction and Moora respectively; (b) the Swan Magisterial District; and (c) the Perth Magisterial District, as supplementary to the Stipendiary Magistrate to whom this district has already been assigned.

THE Hon. Minister for Justice has approved of the under-mentioned appointments:—

H. Bluck as Acting Bailiff of the Cue Local Court at Big Bell, during the absence of J. Campbell, on leave;

W. P. Doherty as Acting Bailiff of the Leonora Local Court, during the absence of H. J. Jacobs, on leave;

H. J. Muhs as Acting Bailiff of the Bruce Rock Local Court, during the absence of A. J. Croker, on leave;

C. Richardson as Acting Bailiff of the Boulder Local Court, during the absence of W. M. Carmody, on leave;

Kenneth Jefferies, Esq., of Borden, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913.

#### LOST CASH ORDER.

THE Department has been notified that Cash Order No. 13824, dated the 9th June, 1939, drawn on the Clerk of Courts' Trust Fund by the Clerk of Courts, Kalgoorlie, for the sum of £1, has been lost by the payee; payment has been stopped and it is intended to issue a fresh order in lieu thereof.

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

#### APPOINTMENTS.

Chief Secretary's Department,  
Perth, 25th January, 1940.

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

C.S.D. 47/19:—Dr. J. Bentley to be Acting Superintendent of the Claremont Mental Hospital, during the absence of the Superintendent (Dr. E. J. T. Thompson) on three months' leave, from the 17th January, 1940;

C.S.D. 586/38:—Campbell Alexander Hendry, F.C.A. (Australia); Charles Walter Michael Court, A.C.A. (Australia), and Robert Henry Stowe, A.C.A. (Australia),

to be Public Auditors for the purposes of the Friendly Societies Act, 1894-1938, and the Co-operative and Provident Societies Act 1903.

C.S.D. 70/28:—The persons named hereunder to be Visiting Justices to the Gaols specified, for the year 1940, in accordance with the provisions of the Prisons Act 1903-18:—

Albany.—The Stipendiary Magistrate.

Broome.—The Resident Magistrate, H. M. MacNee, J. T. C. MacKenzie.

Bunbury.—The Stipendiary Magistrate, L. R. Honey, Edwin Rose.

Carnarvon.—The Resident Magistrate, Carnarvon.

Cue.—The Stipendiary Magistrate.

Derby.—The Resident Magistrate.

Fremantle.—The Stipendiary Magistrate, L. B. Bolton, C. M. Purdie, G. J. B. Thompson, W. J. Sumpton, F. E. Gibson, C. H. Rudwick, A. Turton, James Farrell.

Geraldton.—The Stipendiary Magistrate.

Kalgoorlie.—The Stipendiary Magistrate, His Worship the Mayor.

Marble Bar.—The Resident Magistrate, Port Hedland.

Meekeatharra.—The Stipendiary Magistrate, Cue.

Northam.—The Stipendiary Magistrate, P. Coffey.

Onslow.—The Resident Magistrate.

Pardelup Prison Farm.—M. F. Doran, W. H. Crane.

Perth.—The Stipendiary Police Magistrate, T. C. Anthony.

Roebourne.—The Resident Magistrate.

Wiluna.—The Stipendiary Magistrate, Cue.

Wyndham.—The Resident Magistrate.

York.—The Stipendiary Magistrate, Northam; R. Inkpen.

F. J. HUELIN,  
Under Secretary and Comptroller General of Prisons.

#### THE HEALTH ACT, 1911-1937.

##### Appointments.

THE following appointments made by the under-mentioned local health authorities are hereby approved:—

P.H.D. 167/28: Wiluna Road Board:—S. R. Hardwicke to be Health Inspector, during the absence of Colin Wilkinson, on leave;

P.H.D. 3399/24: Mount Magnet District Road Board:—James Arthur Venable Proctor to be Health Inspector as from the 13th January, 1940, vice G. E. Black, resigned;

P.H.D. 5190/21: Merredin Road Board:—William Houghton to be Health and Meat Inspector, during the absence on leave of Frederic Sydney Senior.

EVERITT ATKINSON,  
Commissioner of Public Health.  
1st February, 1940.

#### THE HEALTH ACT, 1911-1937.

##### Appointment.

P.H.D. 2865/18.

THE following appointment made by the under-mentioned local health authority is hereby approved:—

Yonambi Local Board of Health:—Horatio Edwin Sholl to be Health Inspector as from the 1st January, 1940, vice J. A. V. Procter, resigned.

EVERITT ATKINSON,  
Commissioner of Public Health.

#### THE HEALTH ACT, 1911-1937.

##### Broomehill Road Board.

##### Resolution.

P.H.D. 355/22.

WHEREAS it is provided by section 320 of the Health Act, 1911-1937 (as reprinted under the Amendments Incorporation Act, 1938), that a local authority may make by-laws, and is thereby empowered to amend, repeal, or alter any by-laws as made: And whereas it is provided by section 321 of the said Act that the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made by a local authority, under any of the provisions of the said Act, and that a local authority may of its own motion by resolution adopt the whole or any portion of such by-laws, with or without modification: And whereas Model By-laws, described as Series "A," have been prepared in accordance with the said section and published in the *Government Gazette* on the 8th

day of April, 1927; 20th day of October, 1933; 5th day of October, 1934; 1st day of February, 1935; 12th day of February, 1937; 2nd day of July, 1937; 22nd day of April, 1938; 3rd day of May, 1939, and 29th day of September, 1939: Now, therefore, the Broomehill Road Board, being the local authority for the Broomehill Health District, doth hereby resolve and determine that all previous by-laws made by the Board for its purposes as the local health authority aforesaid be repealed and that in substitution thereof the whole of the said Series "A" Model By-laws be adopted, without modification, for the Health District of Broomehill.

Dated this 19th day of November, 1939.

J. FRED HILLMAN,  
Chairman.

E. L. EDWARDES,  
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 15th day of January, 1940.

EVERITT ATKINSON,  
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 25th day of January, 1940.

L. E. SHAPCOTT,  
Clerk of the Council.

#### CHILD WELFARE DEPARTMENT.

C.W.D. 772/27; Ex. Co. 126.

HIS Excellency the Lieutenant-Governor in Council has been pleased to approve of the appointment, under section 16 of the Child Welfare Act, 1907-27, of Adjutant James Raymond as Manager of the Seaforth Boys' Home, Gosnells, vice Major Donald Alexander Down, transferred.

F. E. MEACHEM,  
Secretary Child Welfare Department.

#### THE POLICE ACT, 1892.

Sale of Unclaimed Property.

Police Department,  
Perth, 27th January, 1940.

IN accordance with section 76 of the Police Act, 1892, the following property will be sold by auction at the Onslow Police Station on the 28th February, 1940:—  
1 small leather purse; 1 camp mattress; 1 Onkaparinga rug; 3 pillows; 1 old leather case, 24in. x 14in.; 1 length of sail canvas, 12ft. x 4ft.; 1 small case, 14in. x 9in.; 1 pair pyjamas; 3 shirts; 1 towel; 1 pair underpants; 1 flannel; 1 razor strop, 1 razor, 1 shaving brush; 1 shaving mirror; 1 clothes brush; 1 pair scissors; 1 pair sun glasses; 1 pillowslip; 1 tooth brush.

D. HUNTER,  
Commissioner of Police.

#### FIREARMS AND GUNS ACT, 1931.

Police 308/32.  
NOTICE is hereby given that His Excellency the Lieutenant-Governor in Council, acting pursuant to section 18 of the Firearms and Guns Act, 1931, 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 6th day of November, 1931, and amended by notice published in the *Government Gazette* from time to time thereafter, in the manner set forth in the Schedule hereunder.

Police Department,  
Perth, 25th January, 1940.

D. HUNTER,  
Commissioner of Police.

#### Schedule.

1. Regulation 22 is amended by adding to paragraph (iii) at the end thereof the following words:—"the date on which the ammunition is supplied and particulars as to the quantity of the ammunition supplied."
2. Regulation 26 is amended by inserting in the third line thereof after the word "purchase" the words "name and address of the person from whom obtained."
3. Regulation 29A as inserted on the 15th day of July, 1932, is renumbered 29B.
4. Form 22 is repealed and a new form is substituted in lieu thereof, as follows:—

Form No. 22.

Western Australia.

#### FIREARMS AND GUNS ACT, 1931.

(Regulations 22 and 23.)

*Ammunition Sales Book.*

Person for whom Ammunition required.				5. Particulars of Firearms for which Ammunition required.	Ammunition supplied.		8. Name and Address of Person to whom Ammunition supplied.	9. I, the undersigned, acknowledge the truth of all details in columns 1 to 8, inclusive, on the line opposite to my signature.	
1. Name.	2. Address.	3. Occupation.	4. Whether Licensee or exempt Person.		6. Date.	7. Quantity.		Signature.	Capacity—Owner or Agent.

Note.—Columns 1 to 8 must be filled in by the licensed dealer.

## THE NATIVE ADMINISTRATION ACT, 1905-1936.

North-West Department,  
Perth, 26th January, 1940.

N.A. 256/37.  
HIS Excellency the Lieutenant-Governor in Council, acting pursuant to section 68 of the Native Administration Act, 1905-1936, has been pleased to amend regulation 106Q made under the said Act and published in the *Government Gazette* on the 8th day of September, 1939, by the deletion of the letter "L" following the figures "106" in the third line and substituting therefor the letter "N."

L. JONES,  
Under Secretary North-West Department.

## FIRE BRIGADES ACT, 1916-1925.

Department of the North-West,  
Perth, 25th January, 1940.

C.S.D. 2126/24.  
HIS Excellency the Lieutenant-Governor in Council, acting pursuant to section 38 of the Fire Brigades Act, 1916-1925, 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 19th day of July, 1935, and amended by notice published in the *Government Gazette* from time to time thereafter, in the manner set forth in the Schedule hereunder.

(Sgd.) L. JONES,  
Under Secretary for North-West.

## Schedule.

The Fire Brigades Act regulations aforesaid are amended as follows:—

1. Regulation 2 is amended by inserting between the third and fourth lines thereof the following words:—"Part 1A—Regulations 37A to 37S—Pension or Superannuation Fund."
2. A new Part is inserted after regulation 37, to stand as Part 1A, and including regulations numbered 37A to 37S, as follows:—

## Part 1A.

## PENSION OR SUPERANNUATION FUND.

## Interpretation.

37A. In these regulations—

"Board" means the Western Australian Fire Brigades Board.

"Employee" means—

- (a) Any person, not being a member of a fire brigade, who is employed by or under the Board in a permanent capacity and is by the terms of his employment required to give his whole time to the duties of his employment, and
- (b) any person who is employed by or under the Board as a full time member of the following fire brigades—

1. Albany	9. Maylands
2. Boulder	10. Midland Junction
3. Bunbury	11. Northam
4. Claremont	12. North Fremantle
5. Fremantle	13. North Perth
6. Geraldton	14. Perth
7. Kalgoorlie	15. South Perth
8. Leederville	16. Victoria Park.

"Fund" means the Western Australian Fire Brigades Board Superannuation Fund.

"Salary" means salary or wages and includes the value of service and rent allowances and house allowed free, but does not include bonuses, overtime, or any allowances other than those mentioned herein.

"Subscriber" means an employee who has become a contributor to the Fund.

## Establishment and Title.

37B. (1) A pension or superannuation Fund for the employees contributing thereto shall be and is hereby established.

(2) The full title of the Fund shall be the Western Australian Fire Brigades Board Superannuation Fund.

(3) The date of the commencement of the Fund shall be the first day of October, 1939, hereinafter referred to as the "date of commencement" and the regulations contained in this Part shall apply and have effect accordingly.

## Management.

37C. (1) The Board shall control the said Fund.

(2) The procedure of the Board as to the management of the Fund, the execution of deeds and documents, and all other matters connected with the Fund, shall, insofar as it is not inconsistent with these regulations, from time to time, be regulated by the Board in accordance with resolutions thereof.

(3) Subject to the discretion of the Board, the expenses of management and administration of the Fund shall be borne by the Board out of its funds: Provided that the Board may at any time decide that the Fund shall bear the whole or any portion of the expenses of management and administration of the Fund.

## Subscribers.

37D. (1) As soon as it is practicable to do so after the establishment of the Fund, but not later than a date to be fixed by the Board, every employee who is em-

ployed by or under the Board at the date when the regulations contained in this Part come into operation shall signify to the Board, by writing under his hand, whether he does or does not intend to become a subscriber to the Fund.

(2) Every such employee who prior to the date so fixed states that he intends to become a subscriber to the Fund, shall thenceforward, so long as he continues in the service of the Board, be a subscriber to the Fund, and shall be bound in all respects by these regulations.

(3) Any such employee who prior to the date fixed as aforesaid states that he does not intend to become a subscriber to the Fund, or fails to state that he intends to become a subscriber, shall not, except with the specific consent of the Board, at any time thereafter be admitted as a subscriber to the Fund.

37E. Any person appointed by the Board as an employee after the date of coming into operation of the regulations contained in this Part shall, on and from the date of his appointment, and so long as he continues in the service of the Board, be a subscriber to the Fund.

#### Contributions.

37F. (1) Every subscriber to the Fund shall contribute thereto a sum equal to 5 per cent. of his salary, and such contributions shall be deducted by the Board by weekly instalments as the salary is or may become due or payable: Provided that, in the event of National Insurance contributions coming into effect, a subscriber's weekly contribution to the Fund shall be reduced by the weekly amount of his contribution to National Insurance.

(2) The Board shall, in respect to each subscriber, contribute to the Fund by weekly instalments a sum equal to the percentage of each subscriber's salary as is set out in the table hereunder:—

Table of Percentages.

Where the Subscriber's age next birthday after "date of commencement" is:	The percentage of Salary to be contributed by the Board shall be:
64 .. .. .	45%
63 .. .. .	22%
62 .. .. .	16%
61 .. .. .	12%
60 .. .. .	9%
59 .. .. .	7%
58 and under .. .. .	5%

Provided that—

(a) In the event of contributions to National Insurance becoming due and payable by the Board in respect to any subscriber, the Board's weekly contribution to the Fund in respect to such subscriber shall be reduced by the weekly amount of the Board's contribution to National Insurance on his behalf.

(b) The Board's liability to contribute a higher percentage than 5% shall be restricted to subscribers who are employees at the date of commencement.

(3) For the purpose of these regulations the date of a contribution to the Fund shall be deemed to be the day when the payment of salary, from which such contribution is deducted, became due, although such payment of salary may not in fact be made until a later date.

#### Investments.

37G. (1) All moneys constituting the Fund, notwithstanding that the same have been credited to the respective accounts of the separate subscribers, may be treated as one fund for the purpose of investment, and may be invested by the Board in any securities which are or may be prescribed by any Act or Acts of the Parliament of Western Australia then in force relating to investments by trustees, but the Board shall not be responsible for any loss resulting from any such investment.

(2) All revenue derived from the investment of money constituting the Fund, less any expenses incurred, shall, at the end of each financial year, be credited to the respective accounts of the separate subscribers in the proportion that the amount standing to the credit of each subscriber bears to the total at credit of all the subscribers at the close of the previous financial year.

#### Payments.

37H. The Board shall decide upon all claims upon the Fund.

37I. Subject to the exceptions hereinafter provided, a subscriber upon his retirement, or his legal personal representative upon his death, shall receive the total amount standing at credit to his account at the date of his retirement or decease:

Provided that—

(a) if a subscriber, not totally incapable of performing his duties by reason of ill health or physical or mental incapacity, retires from the Board's service after having subscribed to the fund for a period of less than ten years, or retires for the purpose of engaging in other employment, he shall receive his own contributions only, with interest at 3 per cent. per annum, calculated in yearly rests;

(b) if a subscriber, not totally incapable of performing his duties by reason of ill health or physical or mental incapacity, nor intending to enter other employment, retires after having subscribed for a period of at least ten years to the fund, but before reaching the age of 50 years, he shall receive from the fund, for each completed year during which he subscribed thereto, a sum equal to one-twentieth of the total amount standing at credit in his account, but not exceeding in the aggregate such total amount. In the event, however, of a subscriber entering other employment, after having received the amount to which he became entitled in accord-



ance with this paragraph, he shall repay to the Fund an amount equal to the excess (if any) of the sum so received over that payable under paragraph (a) of this regulation. If such excess, after demand, remains unpaid, it may be recovered in a court of petty sessions as a civil debt, recoverable summarily or in any court of competent jurisdiction;

- (c) notwithstanding the limitations in paragraphs (a) and (b) hereof, the Board may, at its discretion, increase the amount payable thereunder to a sum not exceeding the full amount standing at credit in the account of any subscriber to which such paragraphs apply;
- (d) in the event of the dismissal of a subscriber, or of his retirement in order to escape dismissal, he shall be entitled to receive from the Fund only a sum equal to the amount of his contribution thereto;
- (e) in the event of a subscriber committing a breach of trust or other wrongful act, by reason of which the Board suffers or may suffer pecuniary loss, the Board shall have full power to use the amount standing at credit to such subscriber's account for the purpose of making good any such loss, and the balance, if any, shall be forfeited.
- (f) any balance standing at credit in any subscriber's account after payments to him under paragraphs (a), (b), (c), (d) or (e) have been made, shall remain in the Fund and be credited to the accounts of the remaining subscribers, at the end of the financial year then current, in the same proportion as that referred to in paragraph (2) of regulation 37G hereof.

37J. Notwithstanding anything contained in regulation 37I hereof, on the death before reaching 65 years of age of a subscriber whose age next birthday after the date of commencement is 59 years or over, and if such deceased subscriber leaves a dependant or dependants, the Board shall from its own funds pay directly to such dependant or dependants a sum equal to the amount by which the said subscriber's total credit to his account is less than £200: Provided that—

- (a) for the purpose of this regulation a dependant shall mean only the deceased subscriber's widow or any child under 16 years of age;
- (b) where there are two or more dependants as aforesaid, the Board shall apportion the additional payment between them in such proportions as it thinks fit.

37K. Except as provided in regulation 37I hereof, any benefits derivable from the Fund shall not be in any way assigned or charged or passed by operation of the law to any person other than the subscriber or beneficiary.

37L. Any sum due or payable to any subscriber under these regulations shall be paid only if the cash is available for the purpose; until paid, however, such sum shall carry its proportion of the interest earned by the Fund up to the date of payment.

#### Accounts.

37M. (1) A bank account or accounts, in the name of the Fund, shall be opened by the Board at a savings bank or other bank.

(2) All moneys received on behalf of the Fund from any source whatsoever shall be forthwith paid into the said account or accounts.

(3) All payments on behalf of the Fund shall be made out of the said account or accounts by means of withdrawal form or cheque (as the case may require) drawn against such account or accounts and signed by two members of the Board and countersigned by the secretary or other officer authorised by the Board.

37N. (1) The Board shall keep separate ledger accounts in the respective names of all of the subscribers to the Fund, to which shall be credited in separate columns the contributions of each subscriber, the contributions by the Board on his behalf, and his share of the profits as set out in paragraph (2) of regulation 37G hereof.

(2) The Board shall keep separate books of account, in which shall be recorded the financial transactions of the Fund.

37O. (1) At the end of each financial year a statement of receipts and payments and a balance sheet of the fund shall be drawn up and printed in the Board's annual report.

(2) Each subscriber shall be entitled to receive annually a statement of the amount standing to his credit at the end of the last preceding financial year.

#### Audit.

37P. The accounts of all moneys received and disbursed by the Board on behalf of the Fund shall be audited once at least in every year by the Auditor General, who shall have, in respect to such accounts, all the powers conferred on him by any law now or hereafter to be in force relating to the audit of the public accounts.

#### Notices.

37Q. (1) Notices to subscribers may be given by the Board through its secretary, to such subscribers personally, or by sending the same through the post in prepaid letters addressed to the respective subscribers at the last known address of each or to the fire station where each is stationed.

(2) Any notice sent by post shall be deemed to have been served on the day following the day on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put in the post office.

#### Variation of Rates of Contribution or Payments from Fund.

37R. (1) The Board shall not recommend to the Governor any alteration or amendment of the rate of contribution by subscribers or of the payments from the fund on retirement, dismissal or death, as prescribed by these regulations, unless two-thirds in number of the subscribers to the Fund vote in favour of such alteration or amendment.

(2) Express notice in writing of any such proposed alteration or amendment shall be given by the Board to every subscriber.

(3) For the purpose of taking the votes of the subscribers on any such proposed alteration or amendment, the Board shall cause to be given or sent to every subscriber a voting paper containing a statement of the proposed alteration or amendment and two alternative votes, as follows:—

(a) I vote for the proposed alteration (or amendment).

(b) I vote against the proposed alteration (or amendment).

and setting forth the date for the closing of the poll.

(4) The date for the closing of the poll shall be not more than one month and not less than fourteen days after the day when the voting paper is despatched or given by the Board to the subscriber.

(5) The subscriber, when voting, shall strike out on the voting paper the alternative vote which he does not desire to make so that the voting paper will indicate by such striking out the vote of the subscriber.

(6) After indicating his vote in the manner provided in paragraph (5) hereof, the subscriber shall return the voting paper to the Board so that it shall be in the hands of the Board before the time fixed for the closing of the poll.

(7) Insofar as voting papers sent or given to subscribers are not returned to the Board before the time fixed for the closing of the poll, such voting papers shall be included in the count of the votes, as votes in favour of the proposed alteration or amendment.

(8) After the time fixed for the closing of the poll; the votes of the subscribers shall be counted by the chairman of the Board at a duly convened meeting of the Board and in the presence of the members of the Board present at the meeting, and, in the presence, of two persons to be appointed by the Minister as scrutineers for the purpose of such count.

(9) The result of the poll shall be certified in writing under the hand of the chairman of the Board countersigned by the scrutineers and shall be retained in safe keeping by the secretary of the Board.

(10) The Board may do such other acts and things and adopt such other measures and steps in connection with the taking of a vote of the subscribers under this regulation as they may deem necessary to insure that only subscribers vote and that only voting papers issued by the Board are used in connection with the vote.

Provided that no such acts or things, measures or steps, shall in any way interfere with the secrecy of the vote or be inconsistent with or repugnant to any of the provisions of this regulation.

#### Winding-up and Distribution.

37S. With the consent of the Governor in Council the Board may at any time wind up and distribute the Fund by paying to each subscriber, subject to the provisions hereof, the amount standing at credit in his account, and thereupon the Fund shall cease to exist, and regulations contained in this Part shall be deemed to be cancelled and to have no effect whatsoever, except for the purpose of determining any right or title or exercising any power or discretion for the time being necessary to be determined or exercised for the purpose of winding-up and distributing the Fund: Provided always, that in any case at least six months' previous notice in writing shall be given to each subscriber of the intention to wind-up and distribute the Fund.

Department of North-West,  
Perth, 30th January, 1940.

C.S.D. No. 250/19; Ex. Co. 141.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint Rede Lukin, of Aldersyde, County Peak, as an Honorary Inspector of Fisheries under the Fisheries Act, 1905-38, and as a Guardian in an honorary capacity under the Game Act, 1912-13.

(Sgd.) L. JONES.

Under Secretary for the North-West.

#### AMENDMENT OF RESERVE No. 9435 AT COOLGARDIE.

Department of Lands and Surveys,

Corres. No. 8907/04. Perth, 31st January, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1938, of the boundaries of Reserve 9435 (State Battery Site, at Coolgardie) being amended to include the area described in the Schedule hereunder, and of the area being increased from about 19 acres 1 rood 34 perches to about 41 acres accordingly. (Plan Coolgardie Townsite and 50/80.)

#### Schedule.

1. The area bounded by lines commencing at the most northern, north-western corner of Reserve 9435 and extending north-westerly about 155 links in prolongation of a western boundary of said reserve; thence 91deg. 4min. about 2377 links; thence 181deg. 4min. about 1450 links to the northern side of Road No. 3065; thence north-westerly and westerly along said side of road to its intersection with the eastern boundary of Reserve 9435 aforesaid; thence northerly and westerly along boundaries of reserve to the starting point (excluding portion of Road No. 7071). 2. The area bounded by lines commencing at the most northerly north-western corner of Reserve 13741 and extending 159deg. 46min. 825 links and thence 271deg. 2min. about 986 links along boundaries of said reserve and the northern boundary of Mining Lease 37; thence 19deg. 25min. about 810 links to and along the south-eastern side of Road No. 3065; thence 91deg. 4min. 431 links along the southern side of said road to the starting point.

G. L. NEEDHAM,  
Under Secretary for Lands.

#### THE WORKERS' HOMES ACT, 1911, AND AMENDMENTS.

##### Cancellation of Dedication.

Department of Lands and Surveys,

Corres. No. 2346/39. Perth, 31st January, 1940.

IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to cancel the dedication of Geraldton Lot 310 to the purposes of the above Act.

G. L. NEEDHAM,

Under Secretary for Lands.

#### ERRATUM—ROAD No. 7055.

Department of Lands and Surveys,  
Perth, 31st January, 1940.

Corres. No. 2357/12, Vol. 2.

IN notices appearing in the *Government Gazette*s of the 22nd December, 1939, and the 26th January, 1940, pages 2250 and 94 respectively, in the eighth line of the description, for "1 chain 56.5 links" read "2 chains 6.5 links."

G. L. NEEDHAM, Under Secretary for Lands.

AMENDMENT OF AREAS AND BOUNDARIES  
OF RESERVES.

Department of Lands and Surveys,  
Perth, 31st January, 1940.

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

5110/13.

JAURDI.—No. 14782 (Battery Site).—Location 15 as surveyed. (29a, 2r.) (Diagrams P1388 and 60625; Plan 71/80.) Reserve 14351 (Common) is hereby reduced and the boundaries of Ora Banda Townsite are amended to exclude portion of Location 15.

S37/39.

VICTORIA (near Koolanooka).—No. 20139 (Sanitary Site).—Location 9586 (in lieu of Koolanooka Lot 35.) (10a.) (Diagram 58940; Plan 122/80, D2.)

G. L. NEEDHAM,  
Under Secretary for Lands.

RESERVE.

Department of Lands and Surveys,  
Perth, 31st 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:—

8615/11.

WONGAN HILLS.—No. 22113 (Road Board Purposes).—Lot No. 138. (1r. 12.5p.) (Plan Wongan Hills Townsite.)

G. L. NEEDHAM,  
Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVE No. 15772  
AT DALAROO.

Department of Lands and Surveys,  
Corres. No. 3623/94. Perth, 31st January, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1938, of the purpose of Reserve 15772 (Dalaroo Lots 7, 8, 13 and 14) being changed from "Excepted from Leasing and Occupation" to "Public Utility." (Plan, Dalaroo Townsite.)

G. L. NEEDHAM,  
Under Secretary for Lands.

TENDERS FOR LEASING CLASS "A" RESERVES  
Nos. 2298 and 7610.

Geraldton Land Agency.  
Grazing Purposes.

Section 32 of the Land Act, 1933-1939.

Department of Lands and Surveys,  
Corr. 3426/92. Perth, 24th January, 1940.

TENDERS for the leasing of the land comprised within Reserves "A" Nos. 2298 and 7610 (situated in the vicinity of Mt. Malara), containing 640 acres and 100 acres respectively, are invited.

The above reserves will be available for leasing under section 32 of the Land Act, 1933-1939, for a term of one year, renewable at the will of the Hon. the Minister for Lands and terminable at three months' notice, rent being apportioned accordingly, and no compensation being payable for improvements effected at the expiration of the lease or sooner determination thereof.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of three pounds and one pound respectively), indorsed "Tender for Reserve No. 'A' 2298 and/or Reserve 7610, shown on Public Plan 127/80, E3 and 4," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Geraldton, on or before Wednesday, 14th February, 1940.

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

The highest or any tender will not necessarily be accepted. (Plan 127/80, E.3 & 4.)

G. L. NEEDHAM,  
Under Secretary for Lands.

APPLICATIONS FOR LEASING KALGOORLIE  
LOT 1344.

Kalgoorlie Land Agency.  
Residential Purposes.

Section 32 of the Land Act, 1933-1939.

Department of Lands and Surveys,  
Corr. 7071/00. Perth, 24th January, 1940.

APPLICATIONS for the leasing of the land comprised within Kalgoorlie Lot 1344, being portion of Reserve 13863 (situated at Williamstown), containing 1 rood, are invited.

The above lot will be available for leasing under section 32 of the Land Act, 1933-1939, for a term of one year, renewable at the will of the Hon. the Minister for Lands and terminable at three months' notice, rent being apportioned accordingly, and no compensation being payable for improvements effected at the expiration of the lease or the sooner determination thereof.

Applications for the above, accompanied by one year's rent, of one pound (£1), indorsed "Application for Kalgoorlie Lot 1344, shown on Public Plan, Kalgoorlie, Sheet 1," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Kalgoorlie, on or before Wednesday, 14th February, 1940.

All applications lodged on or before that date will be treated as having been received on that date. (Plan Kalgoorlie, Sheet 1.)

G. L. NEEDHAM,  
Under Secretary for Lands.

WALPOLE DISTRICT SPECIAL SETTLEMENT.

Department of Lands and Surveys,  
Corres. 3315/20 Vol 2. Perth, 31st January, 1940.  
IT is hereby notified, for general information, that the following location is set apart to be disposed of by the Minister for Lands under the provisions of section 84 of the Land Act, 1933-1939:—Nelson Location 10237. (Plan 453e/40.)

G. L. NEEDHAM,  
Under Secretary for Lands.

CANNING AND GOSNELLS ROAD DISTRICT—  
NAMING OF ROAD.

Department of Lands and Surveys,  
Corr. 10222/08. Perth, 31st January, 1940.  
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 that portion of Road No. 3409, from the south-eastern side of Road No. 6800 at Cannington, to its junction with the north-western side of Road No. 3098, at Bickley Brook, being named Bickley road, and such road shall be hereafter known and designated as "Bickley road" accordingly.

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:—

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.; 1093, 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.  
Higginsville—Town 3, 1r., £10; 10, 1r., £15.

## 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. Or. 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.

## WAGIN.

13th February, 1940, at 11 a.m., at the District Lands Office—  
 †Duranillan—Town 8, 39.9p., £20.

## BUSSELTON.

14th February, 1940, at 3 p.m., at the Agricultural Bank—  
 †Margaret River—\*36, 14a. 1r. 6p., £15.

## GERALDTON.

14th February, 1940, at 3.15 p.m., at the District Lands Office—  
 †Caron—Town 33, 1r. 39.1p., £20.  
 †Geraldton—Town 604, 3r. 24p., £55.

## LEONORA.

14th February, 1940, at 2 p.m., at the Mining Registrar's Office—  
 †Leonora—Town †506, 30p., 511, 854, 1r. each, †907, 1r., 593 to 598 incl., 1r. each, 599, 39.3p., 908 to 913 incl., 1r. each, 916, 917, 39.3p. each, all £12 10s. each.

## SOUTHERN CROSS.

14th February, 1940, at 3 p.m., at the Mining Registrar's Office—  
 Westonia—Town 93, 1r., £20.

## COOLGARDIE.

16th February, 1940, at 11 a.m., at the Mining Registrar's Office—  
 Coolgardie—Town 155, 1r., £25; †2051, 20p., £10.

## BRIDGETOWN.

20th February, 1940, at noon, at the District Lands Office—  
 Nannup—\*218, 1a. 2r. 19.8p., £5.  
 Northcliffe—Town 27, 29, 1r. each, £12 10s. each.  
 North Greenbushes—\*137, 14a. 2r. 38p., £12; 138, 12a. Or. 38p., £10; 139, 27a. 3r. 15p., £20; 140, 8a. 1r. 32p., £10.

## KALGOORLIE.

20th February, 1940, at 2 p.m., at the District Lands Office—  
 Kalgoorlie—Town † (Piccadilly street), 152R, 1r., £10; (Hare street), 2209, 1r. 5.8p., £10; (Carrington street) 1449, 1r. 13p., £12 10s.; 1785, 1r. £15; (Sutherland street) 1773, 1r., £10.  
 Boulder—Town † (Wittenoom street), 925, 1r., £10.

## MERREDIN.

21st February, 1940, at 4 p.m., at the Court House—  
 Muntadgin—Town 34, 1r., £20; 37, 38, 37.1p. each, £20 each.

## LAVERTON.

21st February, 1940, at 3 p.m., at the Mining Registrar's Office—  
 Beria—† Town 46, 1r. 12.7p., £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.

## FORFEITURES.

THE under-mentioned leases have been cancelled under section 32 of the Land Act, 1933-38, for non-payment of rent or other reasons:—

Name, Lease No., District, Reason, Corres. No., Plan.  
 Anderson, David; 55/1465; Ninghan 3116; £57 5s. 5d.; 4675/28; Dajoinng. Sheet 2.  
 Anderson, David; 74/596; Ninghan 3406; abandoned; 5921/28; Dajoinng. Sheet 2.  
 Ryall, G. W.; 365/462; Boyanup 165; abandoned; 1413/35; 411D/40, A4.

G. L. NEEDHAM,  
 Under Secretary for Lands.

## LOTS OPEN FOR SALE.

Department of Lands and Surveys,  
 Perth, 31st 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 Bridgetown.

3849/85, Vol. 2.—NANNUP, Suburban for cultivation. 218 (1a. 2r. 19.8p.). £5.  
 962/23, Vol. 2.—NORTHCLIFFE, Town, 27 and 29 (1r. each), £12 10s. each. Reserve No. 18830 (Paddock—Group Settlement Purposes) is hereby cancelled.  
 9429/05.—NORTH GREENBUSHES, Suburban for cultivation, 139 (27a. 3r. 15p.), £20; 137 (14a. 2r. 38p.), £12; 140 (8a. 1r. 32p.), and 138 (12a. Or. 38p.), £10 each.

Applications to be lodged at Bunbury.

20/99, Vol. 2.—COLLIE, Town, 1316, 1317 and 1318 (Venn street), £12 10s. each. Reserve 21136 (Quarry—Gravel) is hereby cancelled.

Applications to be lodged at Kalgoorlie.

13190/00.—COOLGARDIE, Town, 155 (1r.), £25. Reserve 2603 (Public Utility) is hereby cancelled.  
 7521/06.—HIGGINSVILLE, Town, 1, 9, 33, 48, 56, 57, 64, 65, 72, 73, 80, 81, 88, 89, 97, 104, and 105, £20 each; 10, 16, 17, 24, 25, 32, 42, 47, 55, 58, 63, 66, 71, 74, 79, 82, 87, 98, 103, 106, and 107, £15 each; 2, 11, 15, 31, 34, 35, 36, 37, 38, 43, 44, 45, 51, 52, 53, 54, 62, 67, 68, 69, 70, 75, 76, 77, 78, 83, 84, 85, 86, 90, 99, 101, and 102, £12 each; 3, 4, 6, 14, 18, 19, 20, 22, 23, 26, 27, 28, 30, 91, 92, 93, and 94, £10 each. Subject to payment for improvements (if any).

9618/98.—NORSEMAN, Town, 833, £15. Subject to payment of improvements to the value of £50, on the fall of the hammer, if purchased by other than the owner of same.

Applications to be lodged at Perth.

3797/05.—BERIA, Town, 70 (1r.), £10.

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

G. L. NEEDHAM,  
 Under Secretary for Lands.

## LOTS OPEN FOR LEASING.

Department of Lands and Surveys,  
 Perth, 31st January, 1940.

IT is hereby notified, for general information, that the undermentioned lots are now open for leasing under the conditions specified, by public auction, as provided by the Land Act, 1933-1938, at the following capital unimproved values:—

Applications to be lodged at Kalgoorlie.

5303/01, Vol. 2.—LEONORA, Town, 593 to 599, inclusive, 907 to 913, inclusive, 916 and 917, £12 10s. each; subject to the conditions respecting lots south of Snell street; Lot 907 is available subject to payment for improvements.

4653/97, Vol. 2.—LEONORA, Town, 506, 511, and 854, Town, £12 10s. each; available for leasing only; subject to the conditions respecting lots south of Snell street and to payment for improvements (if any).

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

G. L. NEEDHAM,  
 Under Secretary for Lands.

## 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, 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, 7th FEBRUARY, 1940.

## GERALDTON LAND AGENCY.

Victoria District (about 3 miles south of Cannu).

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. 1r. 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 &amp; 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, 14th FEBRUARY, 1940.

## ALBANY LAND AGENCY.

Plantagenet District (near Young's Siding).

Corr. No. 8628/97. (Plan 457A/40, A1; 456B/20.)

Location 541, containing 98a. Or. 31p.; also Locations 2930 and 2931, containing 38a. 3r. 1p.; subject to classification and pricing; subject to exemption from road rates for two years from date of approval of application; being W. G. Gibbs' forfeited Leases 49/1474 and 30511/55.

## BEVERLEY LAND AGENCY.

Avon District (near Corrigin).

Corr. No. 5518/12. (Plan 344/80, C3.)

Location 17615, containing 524a. Or. 22p., at 6s. per acre; classification page 23 of 5518/12; subject to Agricultural Bank, Industries Assistance Board, and Treasurer's indebtedness, and to a cropping lease expiring 28th February, 1941; being L. Arnesen's forfeited Lease 10409/68.

Avon District (about 4 miles south-west of Kweda).

Corr. No. 7887/22. (Plan 343C/40, D & E4.)

Locations 19587 and 21201, containing 793a. 3r. 20p., at 4s. per acre; classification page 5A of 7887/22; subject to exemption from road rates for two years from date of approval of application; being V. M. White's forfeited Lease 16800/68.

Avon District (about 8½ miles south of Mears Siding).

Corr. No. 265/38. (Plan 378B/40, D1.)

Location 25873, containing 808a. 1r. 19p., at 3s. per acre; classification page 12 of 2143/32; subject to exemption from road rates for two years from date of approval of application; being J. Hague's forfeited Lease 347/1772.

#### KATANNING LAND AGENCY.

Kojoonup District (about 6 miles north of Gnowangerup).

Corr. No. 1855/37. (Plan 417/80, E4.)

Location 7537, containing 1,401a. 3r. 3p., at 1s. 9d. per acre; classification page 6 of 2648/20; subject to the eradication of the poison to the satisfaction of the Minister for Lands before the Crown grant will issue and to exemption from road rates for two years from date of approval of application; being B. S. Dolley's forfeited Lease 348/721.

#### NORTHAM LAND AGENCY.

Avon District (about 9 miles north-east of Nungarin).

Corr. No. 4009/20. (Plan 35/80, A2.)

Location 14210, containing 839a., at 6s. 3d. per acre; classification in 6764/09, Vol. 1; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease expiring 28/2/1940; being Messrs. Roulston & Home's forfeited Lease 38097/55.

Avon District (about 1 mile from Badjalung).

Corr. No. 4722/27. (Plan 3C/40, F3.)

Locations 25212 and 20410, containing 150a. 0r. 2p. and 150a. 1r. 1p. respectively, at 5s. per acre if selected as one holding; classifications page 5 of 4722/27 and page 5 of 4721/27; subject to payment for improvements; Location 25212 is subject to exemption from road rates for two years from date of approval of application; being F. N. and A. W. Clarke's forfeited Leases 74/624 and 74/6251.

#### SALMON GUMS LAND AGENCY.

Fitzgerald District (about 6 miles west of Red Lake).

Corr. No. 1119/27. (Plan 392/80, B4.)

Location 274, containing 1,001a. 1r. 1p.; subject to classification and pricing and to payment for improvements, if any; being W. Walker's forfeited Lease 42273/55.

Fitzgerald District (about 8 and 4 miles south-west of Dowak).

Corr. No. 4044/22. (Plan 392/80, A2.)

Locations 308 and 710, containing 1,000a. 0r. 36p., at 5s. 6d. per acre; classification page 18 of 4044/22; also Location 294, containing 1,000a. 0r. 20p., at 5s. 9d. per acre; classification page 19 of 2605/33; subject to payment for improvements, if any; being J. W. Wegner's forfeited Leases 39340/55, 22839/74, and 56/346.

Fitzgerald District (about 4 miles east of Dowak).

Corr. No. 2425/24. (Plan 392/80, C2.)

Locations 494 and 880, containing 999a. 0r. 21p.; subject to classification and pricing and to payment for improvements, if any; being H. F. Bickle's forfeited Leases 41008/55 and 24129/74.

Fitzgerald District (about 4 miles east of Dowak).

Corr. No. 359/26. (Plan 392/80, C1.)

Locations 498 and 867, containing 999a. 3r. 9p., at 3s. 6d. per acre; classification page 37 of 1096/22; subject to payment for improvements, if any; this cancels the previous *Government Gazette* notice dated 20th January, 1932.

Fitzgerald District (about 3 miles north of Dowak).

Corr. No. 3963/28. (Plan 392/80, B1.)

Location 575, containing 1,014a. 2r. 11p., at 4s. 6d. per acre; classification page 11 of 428/26; subject to exemption from road rates for two years from date of approval of application; this cancels the previous *Government Gazette* notice dated 20th January, 1932.

Fitzgerald District (about 8 miles north-east of Kumarl).

Corr. No. 2788/30. (Plan 371/80, C3.)

Location 966, containing 1,629a. 0r. 16p.; subject to classification and pricing, also to A.B. and I.A.B. indebtedness; being G. Young's forfeited Lease 68/2760.

#### WAGIN LAND AGENCY.

Williams District (about 9 miles north of Dumbleyung).

Corr. No. 1487/33. (Plans 386D/40, B & C4; 408A/40, B & C1.)

Location 11707, containing 809a. 3r. 2p., at 2s. 6d. per acre; classification page 18 of 1487/33; subject to eradication of the poison to the satisfaction of the Minister for Lands before the Crown grant will issue and to exemption from road rates for two years from date of approval of application; being R. H. Wall's forfeited Lease 68/3880.

#### WEDNESDAY, 21st FEBRUARY, 1940.

#### BEVERLEY LAND AGENCY.

Wiekopin Agricultural Area District (about 10 miles north-east of Popanyinning).

Corr. No. 2567/91, Vol. 4. (Plan 378B/40, D2.)

Location 197, containing about 31 acres, at 6s. per acre, excluding survey fee; classification page 164 of Corr. 2567/91, Vol. 4; Reserve 2558 (Public Utility) is hereby cancelled.

#### BUNBURY LAND AGENCY.

Wellington District (about 3 miles south-east of Bowelling).

Corr. No. 1180/24. (Plan 410D/40, C4.)

Location 4100, containing 4,997a. 3r. 8p., at 3s. per acre; classification page 35 of 1180/24; subject to payment for improvements and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; also subject to timber conditions and the special conditions applying to this location. This cancels the previous notice in the *Government Gazette* applying to this location.

#### GERALDTON LAND AGENCY.

Victoria District (near Yandanooka).

Corr. No. 729/14. (Plan 123/80, D2.)

Location 6465 (excluding an area of 5 acres surrounding the well), containing 89a. 3r. 19p.; subject to survey, classification, and pricing; Reserve 15272 (Public Utility) is hereby cancelled.

Victoria (Bowes Estate) District (adjoining Naraling).

Corr. No. 14591/10.

That portion of Naraling Townsite, containing about 80a., situated north of Roads Nos. 4112 and 4701; excluding the railway reserve and the one-chain roads running parallel thereto; available subject to survey, classification, and pricing; the boundaries of Naraling Townsite are amended accordingly.

#### NORTHAM LAND AGENCY.

Avon District (about 11 miles north of Hines Hill).

Corr. No. 12927/09. (Plan 34/80, E4; 25/80, E1.)

Location 11073, containing 840a.; subject to reclassification and pricing, to Agricultural Bank, Minister for Lands, and Colonial Treasurers' indebtedness, to a cropping lease which expires 28/2/1940, and to timber conditions; being F. McGuinness's forfeited Lease 24886/55.

Avon District (about 1 mile south of Merredin).

Corr. No. 2904/17. (Plan 24/80, A2.)

Location 16189, containing 185a. 0r. 6p., at 13s. per acre; classification page 3 of 2904/17; subject to payment for improvements and to timber conditions; being T. C. Francis' forfeited Lease 36241/55.

#### PERTH LAND AGENCY.

Peel Estate (near Bahmanup).

Open under Part V. of the Land Act, 1933-1939.

Corr. 2083/39. (Plan Peel Estate, Sheet 1.)

Lot 683, containing 167a. 1r. 19p.; purchase money £100; first half-year's instalment as deposit:—£2; half-yearly instalments over 29½ years, including principal

and interest:—to civilians, at 5 per cent. per annum:—£3 4s. 4d.; to returned soldiers, at 4½ per cent. per annum:—£3 0s. 7d.; subject to the conditions applying to this Estate; this cancels the previous *Government Gazette* notice relating to this lot.

#### SALMON GUMS LAND AGENCY.

Fitzgerald District (about 6 miles west of Salmon Gums).

Corr. No. 2940/33. (Plan 392/80, A2.)

Location 299, containing 1,000a. 0r. 24p., at 4s. 9d. per acre; classification page 5 of 70/22; subject to payment for improvements; being M. Barker's forfeited Lease 55/2669.

Fitzgerald District (about 7½ miles south-west of Salmon Gums).

Corr. No. 7967/22. (Plan 392/80, A3.)

Locations 388 and 764, containing 1,232a. 2r. 33p., at 4s. 3d. per acre; classification page 28 of 6194/21; subject to payment for improvements; being A. J. Baker's forfeited Leases 39790/55 and 23184/74.

Fitzgerald District (about 2 miles south-west of Dowak).

Corr. No. 6191/22. (Plan 392/80, B2.)

Locations 394 and 747, containing 988a. 1r. 19p., at 4s. 3d. per acre; classification page 20 of 70/22; subject to payment for improvements; being G. Andrews' forfeited Lease 39629/55.

Fitzgerald District (about 6½ miles east of Red Lake).

Corr. No. 2269/33. (Plan 392/80, D4.)

Location 401, containing 1,110a. 2r. 36p., at 4s. 9d. per acre; classification page 6 of 6194/21; subject to exemption from road rates for two years from date of approval of application; being S. M. Wood's forfeited Lease 55/2637.

Fitzgerald District (about 3 miles west of Dowak).

Corr. No. 2490/30. (Plan 392/80, A1 & 2.)

Location 459, containing 999a. 3r. 18p., at 6s. per acre; subject to Agricultural Bank indebtedness; being J. F. Johnston's forfeited Lease 348/593.

Fitzgerald District (about 6 miles west of Dowak).

Corr. No. 6788/24. (Plan 392/80, A1.)

Locations 465 and 725, 1,001a. 0r. 11p., at 4s. 9d. per acre; classification page 37 of 70/22; subject to payment for improvements; being G. Boucher's forfeited leases 41289/55 and 24429/74.

Fitzgerald District (about 6½ miles south-east of Dowak).

Corr. No. 4054/22. (Plan 392/80, C2.)

Locations 492 and 708, containing 998a. 0r. 8p., at 4s. 3d. per acre; classification page 31 of 1096/22; subject to payment for improvements; being J. E. Bedford's forfeited Leases 39448/55 and 22917/74.

Fitzgerald District (about 12 miles east of Salmon Gums).

Corr. No. 2587/31. (Plan 392/80, D & E3.)

Locations 617 and 699, containing 1,998a. 2r. 11p., at 5s. 3d. per acre; classification page 10 of 2587/31; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application. This cancels the previous *Government Gazette* notice relating to these locations.

Fitzgerald District (about 4 miles south-east of Grass Patch).

Corr. No. 299/38. (Plan 402/80, C2.)

Location 1488, containing 827a. 2r. 29p., at 4s. 7d. per acre; classification page 9 of 299/38; exempt from road rates for two (2) years from date of approval of application; being John Bowden's (junior) forfeited Lease 348/858.

Fitzgerald District (about 13 miles east of Red Lake).

Corr. No. 268/33. (Plan 392/80, E4.)

Location 1474, containing 1,039a. 3r. 32p., at 4s. 6d. per acre; classification page 18 of 268/33; subject to payment for improvements, if any; being A. Hughes' forfeited Lease 68/3925.

THURSDAY, 22nd FEBRUARY, 1940.

#### BRIDGETOWN LAND AGENCY.

Nelson District (about 6 miles southward of Boyup Brook).

Corr. No. 1529/31. (Plan 438A/40, A1.)

That portion of Location 3679, containing about 150a., bounded on the north by Location 7918, on the east by Location 11105, on the south-eastward by Road No. 2775; on the west by Locations 1021 and 3548; available subject to survey, classification, pricing, and the usual timber reservation conditions.

Nelson District (about 17 miles south of Kulikup).

Corr. No. 1763/38. (Plan 438B/40, D2.)

Location 11290, containing 111a. 3r. 19p., at 7s. 6d. per acre, excluding survey fee; classifications pages 15 and 14 of File 1763/38; and Location 11291, containing 76a. 3r. 19p., at 7s. per acre, excluding survey fee; available subject to the usual timber reservation conditions.

Nelson District (about 6 miles west of Boyup Brook).

Corr. No. 238/36. (Plan 415D/40, A4.)

Location 11295, containing 439a. 0r. 7p., at 5s. per acre, excluding survey fee; classification pages 62 and 61 of File 238/36; and Location 11296, containing 111a. 3r. 37p., at 7s. per acre, excluding survey fee; available subject to payment for improvements effected by the holder of Forest Lease 262/40.

Sussex District (near Mt. Duckworth).

Corr. No. 15344/08. (Plan 413A/40, A & B2.)

Location 1043, containing about 190a., at 6s. 3d. per acre.

Sussex District (about 4 miles south of Vasse).

Corr. No. 1678/31. (Plan 413c/40, D3.)

Location 2060, containing 101a. 3r. 15p.; total purchase money—£125; half-yearly instalment, including interest (30 years):—returned soldiers, 4½ per cent.:—£3 14s. 8d.; civilians, 5 per cent.:—£3 18s. 11d.

Sussex District (about 5½ miles south-west of Busselton).

Corr. No. 3058/29. (Plan 413C & D/40, D & C3.)

Location 2378, containing 151a., at 7s. per acre; classification page 16 of 3058/29; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; also subject to the conditions applying to land selection in this district; being A. J. Barrett's forfeited Lease 68/2372.

Sussex District (near Cowaramup).

Corr. No. 1052/39. (Plan 413D/40, B4.)

Location 3213, containing about 160a.; classification page 18 of File 1052/39; available subject to survey, pricing, and the usual timber reservation conditions.

Wellington District (near Gungup).

Corr. No. 896/39. (Plan 414A/40, B2.)

Location 3839, containing 21a., at 10s. per acre, excluding survey fee; classification page 18 of 896/39; available subject to the payment of full survey fee (£6) with application and to the usual timber reservation conditions.

WEDNESDAY, 28th FEBRUARY, 1940.

#### PERTH LAND AGENCY.

Gascoyne 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. 0r. 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 cultivate 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.

## GERALDTON LAND AGENCY—WITHDRAWAL NOTICE.

Department of Lands and Surveys,  
Perth, 31st January, 1940.

Corres. No. 2020/37. (Plan 95/80, A3 & 4.)  
IT is hereby notified, for public information, that Victoria Location 7203 has now been withdrawn from selection.

G. L. NEEDHAM,  
Under Secretary for Lands.

## BRIDGETOWN LAND AGENCY.

Department of Lands and Surveys,  
Perth, 31st January, 1940.

Corres. No. 1963/39. (Plan 442B/40, E.1.)  
IT is hereby notified, for public information, that the time for receiving applications for Nelson Location 9937 has been extended to 22nd February, 1940.

G. L. NEEDHAM,  
Under Secretary for Lands.

## THE ROAD DISTRICTS ACT, 1919-1934.

Department of Lands and Surveys,  
Perth, 26th January, 1940.

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

Corrigin.

Corres. No. 2381/23.

No. 7091: Regazetted to agree with survey:—A strip of land, one chain wide, leaving a surveyed road passing along the south boundary of Kunjin A.A. Lot 162 at its intersection with the eastern side of the Wickiepin-Merredin railway reserve and extending (as shown on Plan No. 5037) northward along said side of the railway reserve through said Lot 162 and Lots 58, 88, 87, 52, 107, and 48 to a surveyed road passing along the north boundary of the last-mentioned lot.

An extra area of 2.3p. being resumed from Kunjin A.A. Lot 58.

An extra area of 1.5p. being resumed from Kunjin A.A. Lot 87.

An extra area of 6p. being resumed from Kunjin A.A. Lot 52. (Plan 344/80, BC4.)

Goomalling and Wongan-Ballidu.

L. & S. 2204/36; M.R. 854/37.

No. 9875: Extension:—A strip of land, one chain wide (widening in Avon Location 9904, as shown on Diagram No. 58813 and in Locations 4237 and 6518, as shown on Diagram No. 58812 and in Locations 9970 and 4176, as shown on Diagram No. 58814), leaving the present road at the north-western corner of Avon Location 5390 and extending northerly along the western boundaries of Avon Locations 9904, 6437, 6382, 6436, 4237, 6518, and 3003, through Location 4176 and along part of the western boundary of Location 1077 to a level crossing on the Goomalling-Wongan Hills railway reserve.

9.6p. being resumed from Avon Location 9904.

33.6p. being resumed from Avon Location 4237.

20.2p. being resumed from Avon Location 6518.

1r. 10.4p. being resumed from Avon Location 9970.

1r. 15.3p. being resumed from Avon Location 4176. (Plans 32B/40, E1, 57/80, D & E4.)

Wongan-Ballidu and Dowerin.

1248/36.

No. 9893:—A strip of land, one chain wide, leaving a road at the north-east corner of Avon Location 24427 and extending south along an east boundary of same; thence south-east and south through and along the east boundary of Location 24479 and continuing along the east boundaries of Locations 24351 and 12526; thence west along the south boundary of the last-mentioned and south along part of the east boundary of Location 20338 to Road No. 3809. (Plans 57/80, F4 and 32B/40, F1.)

Merredin.

830/38.

No. 10012: Deviation:—A strip of land, one chain wide, leaving present road opposite south-west corner of Avon Location 15205 and extending (as shown on Diagram No. 58870) south through Location 20002; thence (as surveyed) south-westward along the south-eastern

boundary of Location 20002 to a surveyed road at its southern corner.

3a. 3r. 8p. being resumed from Avon Location 20002. (Plan 24/80, A1.)

Wanneroo.

1848/37.

No. 10032:—A strip of land, one chain wide (widening at the south-west corner of Lot 6 of Swan Location 3285) commencing at the north-east corner of Lot 10 and extending (as on L.T.O. Diagram No. 9294) south along the east boundaries of Lots 10 and 9; thence east along part of the north boundary of Lot 5 and southward along its eastern boundary and the east boundary of Lot 2; thence (as shown on L. & S. Diagram No. 60586) south-westward (widening in part) through Lot 1, Location 1770, and Reserve No. 20801 (Stock Route and Protection of Flora and Fauna) to a surveyed road in same.

2a. 3r. 15p. being resumed from Swan Location 3285. 11.6p. being resumed from Swan Location 1770. (Plan 28/80, A3.)

Wyalkatchem.

2033/38.

No. 10034:—A strip of land, one chain wide (widening on the south boundary of Avon Location 18220, as shown on Diagram No. 58911), leaving a surveyed road at the south-east corner of Avon Location 18885 and extending north along the west boundary of Location 9531 and east along part of its north boundary; thence north along the west boundaries of Locations 11717, 12103, and 12628 to the surveyed road extending through said Location 18220.

2r. 28.3p. being resumed from Avon Location 18220. (Plan 33B/40, D2.)

Yilgarn.

1960/29.

No. 10042:—A strip of land, one chain wide, leaving the road at the north-west corner of Leake Location 2 and extending south along its west boundary and to and through Locations 3, 6, 12, and 14 to a surveyed road on the south boundary of the last-mentioned location. (Plan 6/80, C3 & 4.)

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

By order of His Excellency the Lieutenant-Governor,

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

## THE ROAD DISTRICTS ACT, 1919-1939.

WHEREAS C. W. P. Amies and R. McLeish, being the owners of land over or along which the undermentioned road, in the BAYSWATER Road District passes, have applied to the Bayswater Road Board to close the said road, which is more particularly described hereunder, that is to say:—

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.)

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

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.)

WHEREAS The Phoenix Gold Mines, Ltd., being the owners of land over or along which the undermentioned roads in the COOLGARDIE Road District pass, have applied to the Coolgardie Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

566/39.

C. 408. Portion of Road No. 917 passing through G.M.Ls. 5613, 5572, 5257, 5586 and 5609 and late G.M.L. 5440; from Road No. 921 on the eastern boundary of the first mentioned lease to the northern boundary of late G.M.L. 5440 aforesaid.



The whole of Road No. 1416 passing through P.A. 5104 and G.M.Ls. 5491, 5404, 5309, 5612, 5611, 5239, 5257 and 5586; from a surveyed road on the east boundary of the Coolgardie Townsite to Road No. 917 in the last mentioned lease. (Plan 50/80, D. & E4.)

WHEREAS The Hon. the Minister for Lands, being the owner of land over or along which the undermentioned road, in the KELLERBERRIN 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:—

2560/26.

K.275:—The surveyed road in the Kellerberrin townsite along part of the eastern boundary of Reserve No. 12245; from Gregory street at the south-eastern corner of said reserve, to the production west of the south side of Connolly street. (Plan: Kellerberrin Townsite.)

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

1757/39.

K. 277:—The surveyed road passing along east boundaries of Williams Locations 8691 and 10470 and through Location 13580; from a north-west corner of the last-mentioned location to its south boundary. (Plan 386/80, D1.)

WHEREAS D. G. Loughridge, H. J. Krieg, and T. A. Rabey, being the owners of land over or along which the undermentioned roads, in the MECKERING Road District pass, have applied to the Meckering Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

2420/37

M. 396: The surveyed roads as set out hereunder:—

(a) Through Avon Locations 7847, 7930, 24076 and 4770; from Road No. 6194 on the west boundary of the first mentioned location to a surveyed road on the north boundary of the last mentioned location (except where crossed by surveyed roads at the south-west corner of said Location 4770).

(b) Along the south and the east boundaries of Location 10873; from Road No. 9941 at the south-west corner of said location to Road No. 9940 at its north-east corner.

(c) Along part of the north boundary of Location 4770; from one chain west to the south-west corner of Location 1682 to one chain east of its south-east corner. (Plan 26A/40, B & C1.)

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

1174/39.

M. 400:—The surveyed road passing along the northern boundaries of Lots 35 and 33 of Cockburn Sound Location 16 (as shown on Land Titles Office Plan No. 4616); from road No. 6957 at the north-west corner of the former lot to Road No. 41 at the north-east corner of the latter lot. (Plan 380A/40, C2.)

WHEREAS Ernest Williams, being the owner of land over or along which the undermentioned road, in the NORTHAMPTON Road District passes, has applied to the Northampton Road Board to close the said road, which is more particularly described hereunder, that is to say:—

10861/04.

N. 283:—Portion of Road No. 1967 passing along the west and part of the north boundary of Victoria Location 2481; from a closed road at the south-west corner of said location to a line extending 132deg. 50min. 76.4 links and 117deg. 5min. 1 chain 6.2 links from the easternmost corner of Location 2190. (Plan 160D/40, A4.)

WHEREAS J. T. O'Connell, being the owner of land over or along which the undermentioned road, in the WANDERING Road District passes, has applied to the Wandering Road Board to close the said road, which is more particularly described hereunder, that is to say:—

4049/14.

W. 582:—The surveyed road passing through Avon Location 7073 and along the western boundary of Williams Location 13573; from Road No. 9949 within the former location to the south-east corner of Location 13573. (Plan 379C/40, D4.)

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 2nd day of February, 1940.

G. L. NEEDHAM,  
Under Secretary for Lands.

#### THE ROAD DISTRICTS ACT, 1919-1939.

##### Closure of Road.

THE MELVILLE ROAD BOARD, being the owner of land over or along which the portion of road hereunder described passes, has applied to close the said portion of road, viz:—

3175/26.

M.403.—The surveyed road extending along the south boundaries of Lots 878 to 888, inclusive of Swan Location 73 (as shown on L.T.O. Plan No. 3848) between Stock road and Priusep road, and being part of Bridges road. (Plan 1D/20, S.W.)

E. C. TOMPKINS,  
Secretary Melville Road Board.

I, Ethelbert Furney Edwardes, on behalf of the Melville Road Board, hereby assent to the above application to close the road therein described.

E. F. EDWARDES,  
Chairman Melville Road Board.

23rd January, 1940.

#### THE ROAD DISTRICTS ACT, 1919-1939.

WHEREAS the PERTH Road Board, by resolution passed at a meeting of the Board, held at Perth on or about the 25th day of July, 1939, resolved to open the road hereinafter described, that is to say:—

13021/05.

No. 2357: Widening:—

(1) Part of Lot 1 of Swan Location 2039 and part of Lots 3 and 2 of Location Y as shown on L.T.O. Diagram No. 11379.

(2) Parts of Lots 147 and 148 of Swan Location 2039 as shown on L.T.O. Diagram No. 11381.

(3) Parts of Lots 129 and 128 of said Location 2039 as shown on L.T.O. Diagram No. 11380. (Plan 1D/20, N.E.)

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

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

And whereas the Lieutenant-Governor in Executive Council has confirmed the said resolution, it is hereby notified that the line of communication described above is a road within the meaning of the Road Districts Act, 1919-1939, subject to the provisions of the said Act.

Dated this 2nd day of February, 1940.

G. L. NEEDHAM,  
Under Secretary for Lands.

## TRANSFER OF LAND ACT, 1893.

Application 1725/1939.

TAKE notice that Albany Advertiser (1932) Limited a duly incorporated Company having its registered Office and principal place of business at York street Albany in the State of Western Australia has made application to be registered under the Transfer of Land Act 1893 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in Albany district and being

part of Albany Town Lot S117 containing 2 and seven-tenths perches.

Bounded on the west by the east boundary of the portion of Albany Town Lot S117 and subject of Diagram 8361 deposited in the Office of Titles measuring 8 and five-tenths links.

On the north by part of the south boundary of Albany Town Lot S116 measuring 2 chains 29 and eight-tenths links.

On the east by the west boundary of Albany Lot 886 and its production south measuring in all 6 and two-tenths links.

And on the south by a line forming a north boundary of another part of the said Town Lot S117 measuring 2 chains 29 and eight-tenths links.

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to object to the said application are hereby required to lodge in this Office on or before the 12th day of March 1940 a caveat forbidding the said land being brought under the operation of the said Act.

J. L. WALKER,  
Deputy Registrar of Titles.

Office of Titles, Perth,  
this 30th day of January, 1940.  
Haynes, Robinson & White, Solicitors, Albany, Solicitors  
for the Applicant.

## TRANSFER OF LAND ACT, 1893.

Application 2209/1939.

TAKE notice that William Ernest Tootell of Henley Park Bunbury Grazier has made application to be registered under the Transfer of Land Act 1893 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Wellington District and being

part of Wellington Location 120 containing about 7 acres and 2 roods.

Bounded on the west by an east boundary of Wellington Location 332 and a public road measuring in all 10 chains 2 and three-tenths links.

On the north by part of the south boundary of Lechenault Location 30.

On the east by the left bank of the Preston river.

On the south by the north boundary of Wellington Location 141 and a north boundary of Wellington Location 332.

And on the inner part by part of the Bunbury-Boyanup Railway.

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to object to the said application are hereby required to lodge in this Office on or before the 12th day of March 1940 a caveat forbidding the said land being brought under the operation of the said Act.

J. L. WALKER,  
Deputy Registrar of Titles.

Office of Titles, Perth,  
this 30th day of January, 1940.  
Darbyshire & Gillett, Solicitors, Perth, Solicitors for  
the Applicant.

## TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
		1940.	
Jan. 17	Lakewood School—Additions to Teacher's Quarters (9018)	2.30 p.m. on Tuesday 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.	
North Cunderdin—School Quarters ...	2.30 p.m. Tuesday 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.

THE ROAD DISTRICTS ACT, 1919-1938.

Form 90.

Notice of Presentation of Petition for Sale of Land for Non-Payment of Rates.

In the matter of the Road Districts Act, 1919, and in the matter of an Application by the Hall's Creek Road Board for Sale of Land for unpaid Rates.

NOTICE is hereby given that a Petition has been presented to the Local Court at Hall's Creek by the Hall's Creek Road Board, praying that the lands described in the Schedule to the Petition may be ordered to be sold for the non-payment of rates.

A copy of the said Schedule is attached hereunto. And notice is further given that Monday, the 11th March, 1940, at 10 o'clock in the forenoon, has been appointed as the time when the Magistrate will inquire at the said Court concerning the various matters mentioned in the said Schedule and also whether all notices required by law to be given have been given.

Attention is directed to the following proviso of the said Act:—

Rule 7, Third Schedule.—Any person who is an owner or ratepayer of any land proposed to be sold or taken possession of, or who is interested in same as mortgagee or otherwise, may, on filing an affidavit proving his title to attend under this rule (of the filing of which affidavit the Clerk shall give the Board notice), attend on the making of inquiries, but if the Magistrate shall be of the opinion that there was no substantial reason for his attendance, the Magistrate may order him to pay the costs occasioned thereby.

Dated the 19th day of December, 1939.

J. F. BOND,  
Clerk of the Court.

THE SCHEDULE.

No.	Description of Land.	Reference to the Volume and Folio of the Title to the Land if under the Transfer of Land Act, 1893. Vol. Fol.	The Name and Address of every Person in W.A. appearing on search in the Office of Titles and Registry of Deeds to have any Estate or Interest in the Land; and the Names and Addresses so far as known to the Secretary to the Board of every other Person having any Estate or Interest.	Rates due to the Board and in Arrears.  £ s. d.
1	Pastoral Lease 1343/98. Kimberley Division, Ynrabi district or locality and being the whole of the land comprised in Crown Lease 2068/1924	.. ..	Martin Mulkerin, of National Hotel, Fremantle Pastoralist, as registered Proprietor, or Edith May Connelly, of Ozone parade, Cottesloe, as Mortgagee, and the Bank of N.S.W., of St. George's terrace, Perth, as Mortgagee, and the Minister for Lands, Perth, as Lessor	223 0 11
2	Pastoral Lease 2033/98, same district as above, Crown Lease 22/1936	.. ..		

Main Roads Department,  
Perth, 25th January, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the following appointment:—  
Ex. Co. 27; M.R.D. 297:—F. S. Hymns, Junior Clerk, Main Roads Department, as from 9th October, 1939.

M. GLENDINNING,  
Secretary Main Roads.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 100/35.

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

Cottesloe Municipality.

1903/39—Broome street, from Lot 14 to Lot 12—northerly.

East Fremantle Municipality.

1912/39—Clayton street, from Lot 51 to Phillip street—northerly. Phillip street, from Clayton street to Lot 60—westerly.

Fremantle Municipality.

1678/39—Ashburton terrace, from Lot 41 to Lot 40—northerly.

Perth Municipality.

1888/39—Holland street, from Lot 1705 to Lot 1706—northerly.

1898/39—Mars street, from Lot 251 to Lot 253—south-easterly.

26/40—Salvado road, from Lot 363 to Lot 365—westerly.

1848/39—Sunnyside road, from Oceanic drive to Lot 147—southerly.

Armadale-Kelmscott Road District.

1842/39—River road, from Orlando street to Church street—northerly. Church street, from River road to pt. Location 31—westerly.

Belmont Park Road District.

1862/39—Surrey road, from Lot 335 to Lot 336—north-westerly.

Nedlands Road District.

1837/39—Hotchin street, from Lot 169 to Adelma road—westerly. Adelma road, from Hotchin street to Lot 168—northerly.

1838/39—Sutcliffe street, from Lot 160 to Lot 161—southerly.

1933/39—Gallop road, from Lot 2 to Lot 19—easterly.

1904/39—Browne avenue, from Lot 130 to Lot 128—easterly.

Perth Road District.

1800/39—Powell street, from Main street to Lot 618, Edward street—westerly.

1902/39—Albert street, from Lot 735 to Lot 734—northerly.

1941/39—Banksia street, from Powell street to Lot 34—southerly.

1810/39—Osborne street, from Green street to Lot 2—northerly.

1930/39—Manning street, from The Esplanade to Lot 1—easterly.

South Perth Road District.

1915/39—David street, from Lot 182 to Lot 176—north-easterly.

1839/39—Greenock avenue, from Lot 440 to Park street—south-easterly. Park street, from Greenock street to Lot 430—north-easterly.

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

Dated at Perth this 2nd day of February, 1940.

J. C. HUTCHINSON,  
Acting Under Secretary.

TRAFFIC ACT, 1919-1935.

IT is hereby notified that James Arthur Venable Procter has been appointed Traffic Inspector for the Mount Magnet Road Board.

By Order Mount Magnet Road Board,

J. A. V. PROCTER,  
Secretary.

13/1/40.

TRAFFIC ACT, 1919-1935.

Gingin Road Board.

Heavy Traffic By-law.

P.W. 1372/37.

THE Gingin Road Board, pursuant to an Order in Council under section 48 of the Traffic Act, 1919-1935, and in exercise of the power thereby conferred, doth hereby make the following by-law, to have effect in the Gingin Road District:—

By-law No. 120.

The passage of heavy traffic over roads in the whole of the Gingin Road District is prohibited.

For the purpose of this by-law "Heavy traffic" means and includes the traffic of all vehicles the weight of which, including any load, exceeds three (3) tons per axle.

Passed by resolution of the Gingin Road Board at a meeting held on the 14th day of October, 1939.

P. H. HARPER,  
Chairman.

L. HORAN,  
Secretary.

Recommended—

H. MILLINGTON,  
Minister for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 25th day of January, 1940.

L. E. SHAPCOTT,  
Clerk of the Council.

WATER BOARDS ACT AMENDMENT ACT, 1918.

Yarloop Water Area.

P.W.W.S. 953/38.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor 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 Yarloop Water Area for the year ending 31st December, 1940.

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

THE ROAD DISTRICTS ACT, 1919-1939.

Road Board Elections.

Department of Public Works,  
Perth, 1st February, 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.					
Kellerberrin Peppermint Grove	20-1-40	Johnson ...	William Frederick	South ...	Farmer ...	(c)	Hall, F. R. ...	...
	20-1-40	Isaachseu ...	Eric ...	...	Merchant	(b)	Hobbs, A. J. ...	Unopposed

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

Department of Agriculture,  
Perth, 30th January, 1940.

Agric. No. 3207/27; Ex. Co. 91.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve under section 4 of the Noxious Weeds Act, 1924-39, of the weed Ragwort (*Senecio Jacobaea, L.*) being declared a noxious weed throughout the State.

Agric. No. 1919/25; Ex. Co. No. 140.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Ronald Ivor Tanner and Geo. W. Morris as Inspectors under the Stock Diseases Act, 1895.

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

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; Cer- toso, Joe.
Murchison....	...	30†	Hovea ..	Fruiti, Francesco; Coel, Antonio; Lama, Giovanni.

\* Section 228. † Section 229.

CASH ORDERS LOST.

Agricultural Bank,  
Perth, 26th January, 1940.

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

C.O. No. 21358; value £6 19s. 11d.; S. Scott; 5/1/40; Geraldton.

C.O. No. D4836; value £6 9s. 11d.; A. Guest; 1/12/39; Sahnun Gums.

W. A. DUFFIELD,  
for General Manager.

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-

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

*Accepted Tenders.*

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
925/39	1940. Jan. 26	A. Scresini ... ..	449A. 1939	150 cords Firewood for Nallan Pumping Station, as per Item 1	Public Works Water Supply	33s. per cord.
1021/39	do.	K. G. Luke Pty., Ltd.	498A. 1939	Stainless Steel Equipment for Home of Peace, as follows :— Item 1—30 only ... .. Item 2—6 only ... .. Item 3—6 only ... .. Item 4—6 only ... .. Item 5—30 only ... .. Item 6—12 only ... .. Item 7—6 only, with spouts ... .. Item 8—6 only, with spouts ... .. Item 9—1 only ... ..	Public Health	43s. 6d. each. 10s. each. 33s. each. 8s. 6d. each. 22s. 6d. each. 9s. 9d. each. 17s. 6d. each. 15s. each. for 21s. 6d.
955/39	do.	Arthur McIntosh ... ..	14A. 1940	10 only Spring Carts (for which the Springs, Axles and Boxes will be supplied by Department), as per Item 2, P.O.R. Perth	Agricultural Bank	£19 5s. each.
660/39	do.	Harry Harris ... ..	...	Burial of Deceased Natives at Wyndham for period ending 31st December, 1940	Native Affairs ...	Rates on application.
1010/39	do.	H. C. Moore & Co., Ltd.	106	Bread (first quality) for Government Institutions, etc., at Claremont and Perth, during the period from 1st February to 31st July, 1940, as per Item 1	Various ... ..	do.
982/39	do.	Southern Cross Windmill & Engine Co., Ltd.	484A. 1939	1 only 3K. 220-volt D.C. "Southern Cross" Electric Lighting Plant for Marble Bar Hospital, as per Item 1, delivered at Marble Bar	Public Works ...	for £179 15s.
821/39	Jan. 30	Elder, Smith & Co., Ltd.	355A, 1939	111 Copper Plates, as follows :— Items 1 to 19 inclusive ... .. Item 20 ... .. Item 21 ... .. Item 22 ... .. C.I.F. Fremantle; payment in London	Railways	£91 6s. per ton. £99 12s. per ton. £95 4s. per ton. £139 2s. per ton.
858/39	do.	Joyce Bros. (W.A.), Ltd.	472A. 1939	Tents and Tent Flys for Government requirements, as per Items 2. and 4 to 10 inclusive	Various ... ..	Rates on application.

*Cancellation of Contract.*

Tender Board No.	Date.	Contractor.	Particulars.
925/39	1940. Jan. 26	A. Coles ... ..	Supply of 150 cords Firewood for Nallan Pumping Station, as per Item 1 of Schedule 449A. 1939.

*Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940. Jan. 30 ...	22A, 1940 ...	Lathes, 6½in. or 7in., geared head, motorised units, 6ft. bed, 3 only ... ..	1940. Feb. 8
Feb. 1 ...	24A, 1940 ...	Asbestos-Cement Coating of 9in. Steel Pipes, approx. 3,960ft. ... ..	Feb. 8
Feb. 1 ...	25A, 1940 ...	Coarse Salt for the Treatment of Hides, 250 tons ... ..	Feb. 22
<i>For Sale by Tender.</i>			
Jan. 30 ...	33A, 1940 ...	Lathes, 4 only, and Vertical Drilling Machine, 1 only, as they now stand in the Fitting and Turning Workshop at Perth Technical College, where inspection can be made ... ..	Feb. 8

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 25th January, 1940.

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

## INDUSTRIAL AGREEMENT.

No. 25 of 1939.

(Registered 11/12/1939.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this fifth day of December, one thousand nine hundred and thirty-nine, between the W.A. Midland Railway Employees' Industrial Union of Workers (hereinafter referred to as the "Union"), of the one part, and the Midland Railway Company of Western Australia, Limited (hereinafter referred to as the "Company"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

*Part I.—General Section.*

This Part of the Agreement applies to all workers covered by this Agreement.

## 1.—Term of Agreement.

The currency of this Agreement shall be three years from the first day of January, one thousand nine hundred and thirty-nine.

## 2.—Area and Scope of Agreement.

This Agreement shall apply only to workers employed by the Company in and about the working and maintenance of the Midland Railway, and shall be binding upon the abovenamed parties, and shall operate over the whole of the Midland Railway and the Workshops used in connection therewith: Provided, however, that, except where otherwise stated, the provisions of this Agreement shall not apply to those employed as part-time workers in the position of—(a) attendants or caretakers of sidings; (b) caretakers of barracks; (c) pumpers.

## 3.—Interpretations.

"Company" means The Midland Railway Company of Western Australia, Limited.

"Lifter" is a worker employed at Workshops in lifting rolling stock, and, in the case of all vehicles other than locomotives, in changing wheels and axle boxes, changing springs and spring gear, including buffers, changing worn parts of vacuum and other brake gear, and attending to bolts and nuts generally as required. "Locomotives," for the purpose of this definition, do not include Diesel rail cars or steam rail cars: Provided, however, that in the case of these cars the lifter's work shall not extend to the mechanism necessary to transmit the power to the wheels.

"Wireman" is a worker engaged in installing electric lights, bells, meters or telephones, or running wires for heating or power purposes, or repairing them.

"Lineman" is a worker engaged in erecting poles for electric wires or erecting electric wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electric poles off the ground, but no lineman shall be allowed to work on electric light wires carrying a pressure of over one hundred and ten (110) volts without an assistant.

"Line and signal maintainer" is a worker performing the duties of lineman and interlocking adjuster separately or in conjunction.

"Assistant line and signal maintainer" means a worker engaged on line and signal work on a section which is controlled by a line and signal maintainer.

"Casual hand" means a worker employed for less than one (1) week continuously, but does not include a worker who, when work is available, leaves his employment before the expiration of one (1) week.

"Attended barracks" means any building attended to by a whole or part-time caretaker appointed for that purpose, which is provided with bed, clean bedding, cooking utensils, and light, and lighting facilities, water and fuel. This shall include a van used to supplement the building accommodation when such is not sufficient to accommodate the workers.

"Unattended barracks" means any van used as a barracks provided with the accommodation mentioned in the previous definition, and any building which, whilst provided with the accommodation mentioned therein, is wholly unattended.

"Married man" includes a single man who has a parent or child solely dependent on him and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

"Market towns": The following shall be the approved market towns:—Midland Junction, Moora, Walkaway.

## 4.—Workers Performing Higher Duties.

(a) A worker engaged for more than one-half ( $\frac{1}{2}$ ) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift; if employed for one half ( $\frac{1}{2}$ ) or less than half ( $\frac{1}{2}$ ) of one (1) day or shift, he shall be paid the higher rate for the time actually worked: Provided, however, that acting time of less than twenty (20) minutes in any one (1) day or shift shall not be counted: Provided further, that the conditions applicable to such higher duties shall apply.

(b) Should any worker be required to perform work in a lower grade, his wage shall not be reduced whilst employed in such capacity.

## 5.—Promotion.

(a) A worker promoted to a higher position, the minimum pay for which is less than he received in the position vacated, shall be paid his former rate.

(b) A junior worker on attaining the age of twenty-one (21) years, provided he has passed the prescribed examinations, if any, shall be entitled to preference of employment as a senior in the branch in which he has been working, should a vacancy exist in such branch.

(c) Before any promotion to a vacancy is made other than by selection of the senior man, applications for the vacancy shall, in the case of vacancies in the work-shops or in the stores branch, be invited by notices posted on the recognised notice boards, and in the case of other vacancies by notification either by wire or circular to all stations; provided that this subclause shall not apply in any case where it is necessary to fill a position without the delay involved by the calling of applications.

(d) In the case of promotion, the selection of a worker for the higher position shall be governed by the relative ability, suitability, record and experience. All other qualifications being equal, the senior man shall be selected. Where the senior man is not selected for the position an appeal may be made by the worker aggrieved to the Company within seven (7) days of the time when such aggrieved worker shall receive notice of his application having been refused. Pending the hearing and determination of this appeal to the Company the appointment made shall be considered as purely temporary so that in the event of the appeal succeeding the senior worker may be appointed to the position.

(e) In the case of a married worker refusing promotion owing to lack of accommodation at the place where the vacancy exists, he shall not be penalised because of his refusal to accept such promotion. For the purpose of this clause "accommodation" shall be deemed to include the provision of a house which may be rented by such worker.

(f) After six (6) months' continuous service in a higher grade, a vacancy shall be deemed to exist in such grade, and it shall be filled subject to subclauses (e), (d), and (e); provided, however, that this subclause shall not apply where the position filled was caused by sickness, accident, long service leave, or leave without pay or holidays of any worker.

## 6.—Retirement.

(a) No worker after six (6) months' continuous service shall leave the Company until the expiration of fourteen (14) days' written notice of his intention so to do, without the approval of the Company.

(b) Except in the case of summary dismissal for misconduct, fourteen (14) days' written notice shall be given by the Company to any such worker whose services are no longer required, and the reason for dismissal shall be stated in such notice.

## 7.—Transfers and Transfer Allowances.

(a) When any transfer is ordered by the Company the worker transferred shall not lose his right of appeal against the transfer, and, if on inquiry it is found that such a transfer can be arranged with another worker to suit the convenience of the Company, then he shall be re-transferred. A worker transferred from one station to another over one (1) mile distant, involving a change of residence shall:—

(i) be paid not less than four pounds (£4) for a married man and fifteen shillings (15s.) for a single man; and a married man who does not transfer his family shall be paid as a single man until he does transfer his family;

- (ii) be paid such further out-of-pocket expenses (if any) as the Company in its discretion shall decide to have been reasonably incurred;
- (iii) be granted free passes for himself and family (including those dependents mentioned in the interpretation of "married man," and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects, including one (1) cow or not more than two (2) goats; where the train is provided with appropriate sleepers and the worker's journey extends through the night he and his family shall be supplied with sleeping berths, if available;
- (iv) be paid actual travelling and waiting time up to a maximum of eight (8) hours per day; no overtime or Sunday time rates shall apply;
- (v) married workers (if necessary) shall be allowed one (1) day for packing, and one (1) day for unpacking.

(b) The granting of an allowance in excess of that provided above to meet special cases shall be at the discretion of the Company.

(c) Any worker who is transferred from one place to another to suit himself, or who is transferred by way of punishment, shall be entitled to the provisions of sub-clause (a) (iii) only; Provided, however, that in the case of a worker who has applied for a transfer for his own convenience, such application shall be deemed to have lapsed after the expiration of three (3) months from the date thereof, and if such application is not renewed, and the worker is subsequently transferred, the provisions of this clause shall not apply.

(d) At least ten (10) days' notice shall be given to a worker required to transfer permanently from one station to another.

(e) A worker shall not be transferred for a less period than three (3) months. If required to work temporarily at any depot for relief or other purposes for a less period, he shall be paid away-from-home or lodging allowance provided for in his section of this Agreement.

#### 8.—Water Allowance.

Water shall be delivered alongside the line gratis to any worker in the following scale:—To a married man—30 gallons per day; to a single man—10 gallons per day. This shall not apply to stations where a public water scheme is available.

#### 9.—Payment for Travelling Time.

(a) A worker travelling as a passenger going to work away from or returning to his home station shall be paid at ordinary rates for the actual travelling or waiting time for the first eight (8) hours, and thereafter at half ( $\frac{1}{2}$ ) the ordinary rates in any one period of twenty-four (24) hours.

(b) Where the waiting time exceeds four (4) hours the worker shall be deemed to be booked off duty and shall not be entitled to payment for the time he is booked off.

(c) Sunday travelling time shall be paid at the same rates and on the same conditions as on week days.

(d) (i) Workers on the permanent way, when required to propel the trolley on which they ride, shall travel from camp to the place of work and return in the Company's time.

(ii) Workers on the permanent way, when provided with motor trolleys, shall travel from camp to place of work in the Company's time. When the place of work is distant from the camp by nine (9) miles or less, the workers shall return in their own time. When the place of work is distant from the camp more than nine (9) miles, the workers shall commence the return journey at a time which will permit them to travel in the Company's time so as to reach a point nine (9) miles distant from the camp at 5 p.m. (or other the time when a shift would ordinarily cease) and from that point the workers shall travel to the camp in their own time.

(e) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.: Provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any one (1) day.

#### 10.—Travelling by Sea.

A worker when travelling by coastal boat shall be entitled to first-class accommodation on the boat, and to one-fourth only of the usual away-from-home allowance, and travelling time shall be paid at ordinary rates: Provided that not more than eight (8) hours shall be paid for as travelling time in any one (1) period of twenty-four (24) hours.

#### 11.—Absence from Duty.

(a) Any member of the running staff, being unable to attend to his duty through sickness, shall notify his foreman or other officer-in-charge at least three (3) hours before the time he is booked for duty, and he shall also satisfy such foreman or officer that he is unfit to attend to his duties.

(b) Any worker so absent shall not again be booked up for duty unless he notifies such foreman or officer, not later than noon on any day, that he is fit to resume.

(c) Any other worker losing time through sickness or injury shall, as soon as possible, notify his foreman or other officer-in-charge when possible in sufficient time to permit of arrangements being made for the performance of his duties. Any such worker who fails to do so shall be treated as absent without leave.

(d) Subject to the provisions of clause 12 (Payment for Sickness) any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

#### 12.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one half ( $\frac{1}{2}$ ) day for each completed month of service: Provided that payment for such 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, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

(c) No payment will be made for any absence due to a worker's own fault, neglect, or misconduct.

#### 13.—Free Passes, Privilege Tickets and Season Tickets.

(a) After twelve (12) months' continuous service a worker shall be allowed three (3) passes per annum as under:—

One (1) second-class station-to-station pass on the occasion of the annual or long service leave, to cover the full term of leave due;

Two (2) first-class privilege passes from one given station to another and return, except during the Christmas and Easter holidays, when at the option of the Company the passes may be issued as second-class: Provided, however, that in the event of the worker, owing to domestic arrangements, desiring to return to his home, leaving his family at the holiday destination, the pass issued will be considered as available for the return of the family, or a separate pass issued therefor.

In addition to the worker, the passes shall be available for his wife and unmarried members of his family under eighteen (18) years of age, unmarried daughters over eighteen (18) years of age, and his parents: Provided they are resident with and dependent upon him for support. The station-to-station passes may be changed to first-class on payment by the worker of half ( $\frac{1}{2}$ ) the additional fare at ordinary rates.

For the purpose of this clause a member of the family shall be deemed to be dependent: provided such member's income does not exceed fifteen shillings (15s.) per week, exclusive of old-age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent.

A widower with his child or children resident with him, and who regularly employs a housekeeper, may at the discretion of the Company be granted passes for such housekeeper; in like manner an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station-to-station pass for his wife and dependants, as mentioned in subclause (a) hereof; where it is inconvenient for both to travel together.

(c) Should any worker through illness be unable to use his station-to-station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(d) After six (6) months' continuous service a worker shall be entitled to the passes mentioned in subclause (a) in proportion to length of service.

(e) Workers who have not had an opportunity of allowing their holidays to accrue, owing to having taken leave on individual public holidays, shall be granted their station-to-station pass, when on special leave, up to fourteen (14) days.

(f) A worker who resigns or is retired from the service and has leave due, shall be granted a free pass, station-to-station, for the term of such holidays: Provided that, should a worker not have given the requisite notice, or obtained the consent of the Company to leave the service, as provided for in clause 6, he shall forfeit all claim to any passes he would otherwise have been entitled to under the provisions of this clause.

(g) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch for the purpose of obtaining medical attention.

(h) Market Passes:—Workers stationed outside suburban areas shall be issued market passes, once per month, to the market town most convenient to the Company and the worker. The passes may be issued in favor of the worker, his wife, or his housekeeper, and children between the ages of five (5) and fourteen (14) years. A worker's wife or housekeeper may be granted a market pass once per fortnight, if required: Provided that the maximum number of passes granted under this subclause shall be two (2) per month. A market pass may include a perambulator or go-cart if required.

(i) Free Freight:—Domestic supplies up to a maximum weight fortnightly of two hundredweight (2 cwt.) for married men and one hundredweight (1 cwt.) for single men shall be carried free by rail to home station from the market town most convenient to the Company and the worker, and, in addition, meat, bread, vegetables, and dairy produce, when not obtainable locally shall be carried free from the market town most convenient to the Company and the worker, where same are procurable. All such supplies shall be for the sole use of the worker and his family. This subclause shall not apply to the suburban areas: Provided that this concession shall not apply when any member of the worker's family conducts a boarding house or store at the home station.

(j) Free passes shall not apply to race or hired special, guaranteed special, or special excursion trains within a fifty (50)-mile radius, or, when in the opinion of the stationmaster at the station where the worker desires to commence his journey there is not ample room in the train.

(k) Workers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight: Provided that the work upon which they are engaged will permit of their doing so. No travelling time shall be paid. Provided also, that this clause shall not operate to increase or decrease the rate of expenses the worker would otherwise be entitled to.

(l) Privilege Tickets:—After six (6) months' continuous service, a worker shall be allowed privilege return tickets (first or second class) for himself, wife and unmarried members of his family under eighteen (18) years of age, also unmarried daughters over eighteen (18) years of age: Provided they are resident with and dependent upon the worker's earnings; the charge for privilege tickets to be half ( $\frac{1}{2}$ ) the single fare for the return journey, with a minimum of one shilling (1s.) for adults and sixpence (6d.) for children.

(m) Season Tickets:—Second-class season tickets at half ( $\frac{1}{2}$ ) the ordinary season ticket rates, available between the station on the Company's Railway nearest his residence and his place of work, shall on application be issued to any worker. To any worker in receipt of forty-five per cent. (45%) of the basic wage or under per week, one quarter ( $\frac{1}{4}$ ) of the ordinary season ticket rate shall be charged.

#### 14.—Holidays.

(a) Every worker shall, after twelve (12) months' continuous service, be entitled to two (2) weeks' leave on full pay each year, the whole of which shall, except by agreement between the Company and the Union to the contrary, be taken at one time in each year: Provided always that, with the consent of the Company, holidays may be allowed to accumulate for two (2) years.

(b) Guards, signalmen, and shunters after twelve (12) months' service shall be allowed an additional four (4) days' holiday in each year on full pay.

(c) Workers shall be paid for holidays at their graded rates of pay when such holidays are taken: Provided that, if immediately before such holidays are taken the worker is acting in higher capacity and has been so acting for a period of not less than two (2) months' continuously, the holidays shall be paid for at the rate applicable to such higher capacity position.

(d) Every worker, after one (1) month's continuous service, shall be entitled to the foregoing two (2) weeks' holiday in proportion as the length of service is to the full number of holidays for the twelve (12) months.

(e) No deduction shall be made from annual holidays for the period any worker is off duty through sickness, unless the absence exceeds three (3) calendar months.

(f) At depots and stations where it can be conveniently done, a roster shall be posted showing the approximate dates on which each worker will go on his annual leave and resume duty. Such roster will be subject to alteration to meet the exigencies of the service: Provided always, that with the approval of the Head of the Branch, any worker may change dates with another.

(g) Any worker who may resign or be dismissed from the service for any cause other than for peculation or theft shall be entitled to receive payment for any holidays which may have been due up to the time of leaving the service: Provided always, that if the worker has been dismissed for peculation or theft, no claim for holidays shall be recognised. Misconduct herein referred to shall not affect accumulated holidays or payment therefor.

(h) Unless at his own request, no worker shall be booked off for a holiday at a foreign or at his temporary home station.

(i) If a worker is booked off for annual leave when away from his permanent home station, he shall be allowed travelling time to and from the place he is working at and such home station; the leave to count as starting and finishing at his permanent home station.

(j) When work is closed down over Christmas and New Year for the purpose of annual holidays, workers with less than a full year's holidays due will only be entitled to payment during such period for the number of days' holidays due to them.

#### 15.—Uniforms.

The following uniforms shall be supplied by the Company:—

Guards (Passenger and Mail):—One (1) cap and two (2) suits per annum; and one (1) mackintosh, or overcoat every four (4) years.

Guards (Mixed and Goods):—One (1) cap and waterproof cover; and two (2) suits per annum; one (1) three-quarter oilskin coat every three (3) years; one (1) pair leather leggings every six (6) years.

Shunters and Head Shunters:—One (1) waterproof cap cover; one (1) cap and one (1) felt hat; and two (2) suits per annum; one (1) three-quarter oilskin coat every two (2) years; one (1) pair leather leggings every six (6) years.

Porters (other than those engaged solely on Goods Work):—One (1) cap and two (2) suits per annum.



15.—Uniforms—*continued*.

Sheeters working outside:—One (1) oilskin coat every two (2) years; one (1) pair leather leggings every six (6) years.

Ticket Collector:—One (1) cap and two (2) suits per annum.

Lavatory Attendants (Traffic Branch only):—One (1) cap and one (1) suit per annum.

Gate Keepers:—One (1) cap and one (1) suit per annum.

Crossing Keepers:—One (1) cap and one (1) suit per annum.

Watchmen (Traffic):—One (1) cap and two (2) suits per annum; one (1) oilskin jacket and oilskin leggings every two (2) years.

Number Takers:—One (1) cap and two (2) suits per annum; one (1) oilskin jacket and oilskin leggings every two (2) years.

Ticket Examiners on Trains:—One (1) cap and two (2) suits per annum; one (1) mackintosh or overcoat every four (4) years.

Conductors:—One (1) cap and two (2) suits per annum; one (1) mackintosh or overcoat every four (4) years.

Signalman:—One (1) cap per annum.

Checkers:—One (1) cap and helmet every two (2) years.

Checkers working Outside:—One (1) oilskin coat every two (2) years and one (1) pair leather leggings every six (6) years.

Weighbridge Checkers:—One (1) oilskin jacket and oilskin leggings every two (2) years.

Lampmen and Car Cleaners:—One (1) cap without badge and two (2) dungaree suits per annum.

Car and Wagon Builders on Battery Boxes:—Woolen overalls as needed.

Workers hosing out stock trucks at Midland Junction:—One (1) three-quarter oilskin coat and one (1) pair leather leggings to be provided for use of men so engaged.

Fuelmen on Coal Stages:—One (1) oilskin coat every two (2) years; and one (1) pair leather leggings every six (6) years.

Watchmen (Loco):—One (1) oilskin coat every two (2) years; or one (1) overcoat every four (4) years.

Electrical Battery Hand and Assistant:—Acid Room Attendants:—Two (2) suits woolen overalls per annum; Rubber boots when required.

Raker-out and Tuber:—Two (2) dungaree suits per annum.

Car and Wagon Examiners and Oilers:—One (1) oilskin suit every two (2) years.

Men employed at Oil Stores, Midland Junction:—One (1) suit dungaree overalls per annum.

Chaiamen:—One (1) long oilskin coat every three (3) years; one (1) pair leather leggings every six (6) years.

Watchmen—Ways and Works:—Two (2) suits per annum.

Gangers and Repairers:—One (1) long oilskin coat every two (2) years; one (1) pair leather leggings every six (6) years.

Length Runners:—One (1) oilskin suit every two (2) years.

General:  
The uniforms shall be held by the workers, and worn on duty only, and shall not be sold or disposed of.  
Uniforms need not be supplied to casual hands.  
Where two (2) suits are provided, delivery shall be made at the beginning of the summer and winter seasons.

## 16.—Apprentices.

(a) The employment of apprentices shall be governed by the provisions of the Schedule attached hereto.

(b) Apprentices shall be allowed to the following trades:—

1. Blacksmith.
2. Electroplater.
3. Fitter—mechanical and electrical.
4. Iron machinist.
5. Painter.
6. Carpenter.
7. Car and wagon builder.
8. Plumber and/or tinsmith.
9. Saw doctor.
10. Turner.
11. Wood machinist.

16.—Apprentices—*continued*.

12. Trimmer.
13. Watch and clock repairer.
14. Coppersmith.

(c) Notwithstanding anything elsewhere contained in this Agreement to the contrary, an apprentice required by the Company to live away from his home shall be paid a minimum of twenty-five shillings (25s.) per week.

## 17.—No New Designation.

No new designation shall be introduced during the currency of this Agreement so as to reduce the status of any worker covered thereby.

## 18.—No Reduction.

This Agreement shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

## 19.—Under-rate Workers.

A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lower rate which shall be agreed upon in writing between the worker and the secretary of the worker's Union. If within seven (7) days after being notified of the worker's desire to work at a lower rate of wage than that prescribed, the said secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest Resident or Police Magistrate to fix such lower rate of wage. The worker shall give such secretary two (2) days' notice in writing of his intention to apply to the Magistrate, and the said secretary or his agent may attend and oppose the application. The Magistrate may fix the rate of wage, and his decision shall be final.

Any worker whose wage shall have been so fixed may work for and be employed by the Company for such wage for the period of six (6) calendar months thereafter, and, after the expiration of the said period until fourteen (14) days' notice in writing shall have been given him by the secretary of the Union requiring his wage to be again fixed in the manner prescribed by this clause.

## 20.—Secretary's Pass.

The Company shall grant leave without pay for a continuous period or otherwise of thirty (30) days in each year to the secretary of the Union (should such secretary be a railway worker), to enable him to attend exclusively to the Union work, and a free pass will be issued to the said secretary, whether he be an employee or not, for that period, but the pass may be withdrawn at the Company's discretion. Such pass shall be used exclusively for railway union work, and not for political purposes.

## 21.—Charges Against Workers.

(a) If in the opinion of the officer-in-charge any irregularity on the part of any worker should be reported, he will, within seven (7) days (or, if not at a main depot or station, then within ten (10) days) from his first knowledge of the occurrence, notify such worker that he has been so reported.

(b) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(c) When a worker against whom a charge is pending has made a statement to an officer-in-charge, and which statement the officer-in-charge has taken down in writing, such worker shall either be furnished with a copy of such statement, or be allowed to take a copy of it.

(d) If a final decision in any case in which a charge has been made against a worker be not given within three (3) calendar months from the time when the offence comes to the knowledge of the Company, the charge in question shall lapse.

(e) The Head of the Branch, shall, on receiving any adverse report as to the negligence or misconduct of a worker in the discharge of his duties, supply, within seven (7) days, a copy of such report to the worker concerned.

## 22.—Preference to Unionists.

Preference shall be given to unionists with regard to employment, except in the case of juniors and apprentices.

## 23.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards to be appointed by the union shall be recognised by the Company.

## 24.—Board of Reference.

(a) The Court appoints for the purpose of the Agreement Boards of Reference. The Boards shall each consist of a chairman and two (2) other representatives nominated by the parties. There are assigned to such Boards, in the event of no agreement being arrived at between the parties to the Agreement, the functions of:—

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

(b) Separate Boards may be appointed for different sections corresponding to the occupations, callings, or avocations referred to in this Agreement and/or for different districts.

(c) The provisions of regulation 92 of the Industrial Arbitration Act, 1912-1935 (Appeal from Board) shall be deemed to apply to any Board of Reference appointed hereunder.

## 25.—Alterations and Additions.

If during the currency of an Award or Agreement between the Company and the Union or Unions representing its employees any alteration or addition to an existing Award or Agreement between the Commissioner of Railways and a union or unions representing his employees is agreed upon, the Union shall notify the Company within ten (10) days after any alteration or addition has been agreed to, and such alteration or addition shall automatically apply to the employees of the Company from the same date as it applies to the employees of the Commissioner: Provided that, should the Company within twenty-one (21) days of any such alteration or addition being made, notify in writing the Union or Unions concerned that the Company objects to being bound by such alteration or addition, and within the same period of twenty-one (21) days submits the question or questions involved for the decision of the Court of Arbitration, the question of whether the Company shall be bound by the said alteration or addition shall be subject to the determination of the Court, whose decision, if in the affirmative, shall operate as from the date the alteration or addition became operative in the Government Service.

*Part II—Traffic, Running Sheds (other than Tradesmen and their Assistants) and Advertising Section.*

## 26.—Hours of Duty.

(a) Except as hereinafter provided, forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work. In the case of special class signalmen, thirty-six (36) hours (exclusive of Sunday work) shall constitute a week's work. The week's work may extend over five (5) or six (6) days, at the option of the Company.

(b) The Company shall arrange, as far as practicable, that shifts shall not exceed eight (8) hours and, except in cases of emergency, where relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten (10) hours.

(c) Except at country stations where the train arrangements render it impracticable, each day's work of eight (8) hours shall be completed within ten (10) hours from the time of starting.

(d) Except in cases of emergency, unless due to regular rotation of shifts, no head shunter, shunter or signalman shall be called upon to work more than ten (10) hours continuously, or shall be called on duty until he has had at least twelve (12) hours off. In this subclause the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen and might reasonably have been provided for without encroaching on the twelve (12)-hour rule.

(e) Except in cases of emergency, or unless in special cases by agreement between the Union and the Company, the minimum time a ticket examiner on trains shall be off duty at home station or temporary home station shall be twelve (12) hours, and at foreign stations eight (8) hours for the first time he is booked off after leaving the home station or temporary home station and ten (10) hours for every subsequent time that he is booked off before returning to the home station or temporary home station.

In cases where a ticket examiner is required to take up duty with less than the prescribed period of rest, he shall be allowed time equivalent to that by which the period of rest has been shortened.

(f) The present practice of calling shunters when rostered for duty outside their ordinary shifts shall be continued.

(g) No member of the running staff, including a shunter, shall be rostered for less than four (4) hours in any one (1) day.

(h) Except in cases of emergency, juniors shall not be employed (except to act as call-boys) between the hours of midnight and 6 a.m. but may be required whilst not calling to attend to telephone and to sweep dust and clean.

(i) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

## 27.—Guaranteed Week.

(a) The Company shall guarantee to each worker, other than a casual, a full week's work, exclusive of Sunday work, except during such period as by reason of any action on the part of any section of its employees or for any other cause beyond its control it is unable, wholly or partially, to carry on the running of the trains or workshops. Each week shall stand by itself.

(b) The guaranteed period may be reduced as follows:—

- (i) In respect of any worker under suspension: Provided that any worker suspended on a charge which is not sustained shall be entitled to the benefit of the guarantee during the period of his suspension;
- (ii) In respect of any day a worker is absent, except through sickness as provided for in clause 12;
- (iii) In respect of office cleaners (female), the guaranteed period may be reduced by such time as is necessary to maintain the hours of work as at present.

## 28.—Overtime, Sunday Time, and Holiday Time.

(a) All time, exclusive of Sunday time, worked over the hours fixed for a week's work, shall be paid for at the rate of time and a quarter.

(b) (i) All time worked in excess of ten (10) hours (and in the case of special class signalmen, eight (8) hours) in any one (1) shift shall be paid for at the rate of time and a half for the first two (2) hours and thereafter double time. This paragraph shall not apply to conductors.

(ii) The time on which penalty rate has been paid for on a daily basis will not be subject to the penalty rate on a weekly basis.

(iii) The overtime rates shall be computed on the rate applicable to the day on which the time is worked provided that double time (i.e., twice the ordinary rate) shall be the maximum.

(iv) This subclause shall not apply to conductors, whose overtime shall remain as at present.

(c) Subject to subclause (b) (iii), the time worked on Sundays, Christmas Day, Good Friday, and Labour Day, shall be paid for at the rate of time and a half.

(d) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

(e) Any worker brought on to work outside his ordinary hours shall, except when such work, exclusive of meal times, is continuous with his ordinary shift, be paid a minimum of two (2) hours' pay at ordinary rates: And provided that the worker shall not be obliged to work for the two (2) hours, if the job for which he has been brought on has been completed in less time.

(f) Any worker brought on duty on Sunday shall be paid a minimum of four (4) hours' pay at the rate applicable to that day.

(g) The provisions of subclauses (b) to (f), both inclusive, shall not apply to watchmen or waiting room attendants who shall be paid at the rate of time and a quarter for all time worked in excess of ten (10) hours in any one (1) shift, and for all time worked on Sundays.

29.—Allowances and Arrangements for Guards.

(a) Any guard rostered for duty and being informed that he is not required shall, unless he had been notified as provided in subclause (e), be paid two (2) hours' pay at ordinary rates, but may be called for further duty without any further period of rest.

(b) Any guard going out on traffic shall be paid not less than four (4) hours' pay at ordinary rates, and no guard shall be called to work more than twice in one (1) day.

(c) A guard attending at a depot with a hamper for a trip for which he is booked, and which is cancelled, or who shall have received less than two (2) hours' notice of the cancellation of a trip requiring a hamper shall be allowed three shillings (3s.) in respect of such hamper.

(d) Any guard having to proceed on any away-from-home job with less than four (4) hours' notice shall be paid an amount of three shillings (3s.) in addition to ordinary expenses. A guard notified between 6 p.m. and 8 a.m. of a "book-off" job requiring him to come on duty between these hours shall receive an allowance of three shillings (3s.) in addition to ordinary expenses.

(e) No guard rostered for duty shall be entitled to any pay or allowance when notice that he is not required has been left at his place of residence at least two (2) hours before his rostered time.

(f) Guards of goods and mixed trains shall be allowed thirty (30) minutes before departure time to prepare for their trip, and where the distance between the place where they sign on, and where they commence duty exceeds a quarter ( $\frac{1}{4}$ ) of a mile, they shall be allowed an extra five (5) minutes for each quarter of a mile in excess thereof.

Other guards shall be allowed fifteen (15) minutes to prepare before starting on a trip.

All guards shall be allowed fifteen (15) minutes at the close of each shift.

In cases where guards take over trains en route fifteen (15) minutes' allowance only will be made.

The time under this subclause may be increased where the work to be performed warrants such increase.

Save as herein provided nothing in this subclause shall operate to reduce the time at present allowed to any guard so long as present conditions remain unaltered.

(g) Any guard booked off shall come on duty at such time as he may be directed before leaving the station by the responsible person in charge or by the roster posted at the station. Except in cases of emergency, or unless in special cases by agreement between the Union and the Company, the minimum time a guard shall be off duty at home or temporary home station, shall be twelve (12) hours, and at foreign stations, eight (8) hours for the first time he is booked off after leaving the home or temporary home station, and ten (10) hours for every subsequent time that he is booked off before returning to the home or temporary home station. In cases of emergency, unless for good reason to the contrary, the guard who has been off duty the longest shall be the first to be called on. In this subclause the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen and might reasonably have been provided for without encroaching on the twelve (12) hour rule.

(h) When a guard is brought on duty without the prescribed period of rest, he shall be paid continuous duty as from the time he booked on on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this Agreement: Provided that in either case he shall be deemed to have been booked off duty in so far as the computation of lodging allowance is concerned.

(i) The present practice in regard to the calling of guards shall be continued.

(j) At home stations, should a guard not be able to ascertain when booking off from the responsible person in charge, or from the roster, when he will be re-

quired for further work, he shall be free to assume that he will not be required for twelve (12) hours, but at the expiration of that time shall make personal inquiries at the depot as to when he will be required. If not then informed when he will be required, written notice shall be left at his place of residence at least two (2) hours before he is required to go on duty: Provided that if the twelve (12) hours expire after 5 p.m. and before 7 a.m. he shall not be required to make such inquiry until 8 a.m. following.

(k) Any guard standing by at a foreign station shall be allowed full time when not booked off, and half time when booked off up to five (5) hours. If not required for active duty until the expiration of five (5) hours he shall be booked off.

(l) Where practicable all guards shall be worked on a weekly roster. Where there is no weekly roster, a roster shall when practicable be posted daily not later than 2 p.m. except on Saturday, when it shall be posted not later than 12 noon. The roster posted on Saturday shall show both Sunday's and Monday's working.

(m) Six (6) shifts will constitute a week's work, except in special cases of unavoidable short runs, such special cases to be arranged between the Company and the Union.

(n) If less than forty-four (44) hours have been worked in the six (6) shifts the time for the six (6) shifts will be made up to forty-four (44) hours, and the seventh shift will be paid for at:—

- (i) ordinary rates for time equivalent to time made up;
- (ii) overtime rate for balance.

30.—Time-table Conference.

An employee of the Company (such worker to be a member of and to be nominated by the Union) shall be permitted to attend the Company's half-yearly time-table conference as representative of the Union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time-table could be avoided. The worker so acting shall be paid by the Company his ordinary wages, travelling time, and expenses as provided in this Agreement.

31.—Knowledge of Roads.

Except in the case of new lines opened for traffic, and so far as the requirements of the service will permit, a guard before being required to take a train over a road with which he is not acquainted shall be allowed to travel over it at least twice with a guard familiar with the road without loss of pay. Should the exigencies of the service require a guard to be sent over a road with which he is not acquainted, the Station-master shall report the circumstances to the Head of the Branch.

32.—Away-from-Home and Meal Allowances.

(a) The following allowances shall be granted to workers specified in this section of the Agreement who are booked off or temporarily lodging away from their home station:—

- (i) For the first thirty (30) hours or part thereof—
 

Where attended barracks are provided	s. d.
Where unattended barracks are provided	5 0
Where there are no barracks	6 0
	7 0

(ii) After the first thirty (30) hours, and up to seven (7) days, the sum of fourpence (4d.) per hour, and thereafter threepence (3d.) per hour: Provided that the reduction from fourpence (4d.) to threepence (3d.) shall only be made in cases where the worker shall be stationed for over seven (7) days in one (1) place: Provided that a deduction of one shilling (1s.) per day or night with a maximum of five shillings (5s.) per week shall be made where attended barracks are provided and a deduction of sixpence (6d.) per day or night with a maximum of two shillings and sixpence (2s. 6d.) per week shall be made where unattended barracks are provided. No such deduction shall be made if the worker returns to his home station within forty-four (44) hours.

(b) The allowance shall be calculated from the time of booking on to the time of booking off at home station.

(c) In addition to the allowance provided for in sub-clause (a) a worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or if already in receipt of a district allowance shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging; a day's allowance to be granted for the first thirty (30) hours, or any part thereof, and each subsequent twenty-four (24) hours or part thereof; time to be calculated from time of departure from home station to time of departure from foreign station.

(d) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the Head of the Company shall also have discretion to make any such additional allowance as may under the circumstances be justified.

(e) No away-from-home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area unless he is unable to return by passenger train to his home station for the night, or unless approved by the Head of the Branch.

(f) Any worker, other than a guard, who is not temporarily lodging away from his home station, and who is absent from his home station on duty, shall be paid one shilling and sixpence (1s. 6d.) in the suburban areas and two shillings (2s.) outside suburban areas for his second and each succeeding meal. Provided that any worker who in fact incurs expense in procuring his first meal shall be entitled to be paid one shilling and sixpence (1s. 6d.) in suburban areas, and two shillings (2s.) outside suburban areas in respect thereof.

(g) Workers shall not be booked off away from their home station for two (2) Sundays in succession where it can be avoided by any reasonable arrangement.

(h) Married workers temporarily transferred for a period exceeding three (3) months but which is not reasonably expected to exceed six (6) months for the purpose of meeting seasonal or exceptional or temporary traffic, and not moving their permanent homes, will be paid a weekly allowance of twenty-five shillings (25s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes, provided that should any other lodging allowance become due to a worker whilst transferred such allowance together with the allowance provided for in the foregoing paragraph shall in no case exceed the allowance payable under sub-clause (a).

(i) Where workers are employed on a series of works up and down the line, and are provided with sleeping accommodation in tents or vans, the removal of tents or vans from one place to another will not, for the purpose of sub-clause (h), be deemed to have altered their headquarters.

(j) The foregoing allowances will not be paid:—

(i) during any period of absence from duty without pay unless such absence is due to sickness of the worker, and does not exceed one (1) week;

(ii) during any period of annual leave.

### Part III.—Ways and Works Section.

#### 33.—Hours of Duty.

(a) Forty-four (44) hours, exclusive of Sunday time, shall constitute a week's work. No day's work shall exceed eight (8) hours forty-eight (48) minutes without payment of overtime. The week's work may extend over five (5) or six (6) days, at the option of the Company.

(b) The provisions of this clause shall not apply to office cleaners (female), whose hours of duty and conditions shall remain as they are at present.

#### 34.—Guaranteed Week.

(a) The Company shall guarantee to each worker, other than a casual, a full week's work, exclusive of Sunday work, except during such period as by reason of any action on the part of any section of its workers, or for any other cause beyond its control it is unable wholly or partially to carry on the running of the trains or workshops. Each week shall stand by itself.

(b) The guaranteed period may be reduced as follows:—

(i) In respect of any worker under suspension: Provided that any worker suspended on a charge which is not sustained shall be entitled to the benefit of the guarantee during the period of his suspension;

(ii) In respect of any day a worker is absent, except through sickness as provided for in clause 12;

(iii) In respect of office cleaners (female) the guaranteed period may be reduced by such time as is necessary to maintain the hours of work as at present.

#### 35.—Overtime, Sunday Time and Holiday Time.

(a) (i) All time worked in excess of the usual working hours in any one (1) day shall be paid at the rate of time and a quarter for the first two (2) hours and time and a half for the next two (2) hours, and thereafter double time: Provided that double time shall be paid for overtime on all work other than work for any Department of the State or Commonwealth.

(ii) Extra rates shall be computed on the rate applicable to the day on which the time is worked: Provided that double time, i.e., twice the ordinary rate shall be the maximum.

(b) Subject to sub-clause (a) (ii) time worked on Sundays, Christmas Day, Good Friday, or Labour Day shall be paid for at the rate of time and a half.

(c) All time worked during the usual meal time by any worker at his home station shall be paid for at overtime rates, and such rates shall continue until the worker knocks off for his meal.

(d) Any worker brought on to work outside his ordinary working hours shall, except when such work, exclusive of meal time, is continuous with his ordinary shift be paid a minimum of two (2) hours' pay at ordinary rates and provided that the worker shall not be obliged to work for the two (2) hours, if the job for which he has been brought on has been completed in less time.

(e) Junior workers and apprentices under the age of eighteen (18) years shall not be required to work overtime without their consent.

(f) Any worker brought on duty on Sunday shall be paid a minimum of four (4) hours at the rate applicable to that day, and shall not be required to work for the four (4) hours if the work for which he is brought on duty does not last that period. Any worker brought on duty on Christmas Day, Good Friday or Labour Day shall be paid a minimum of eight (8) hours' pay at ordinary rates and should the work for which he is brought on duty not last the full eight (8) hours he shall not be required to work for the full eight (8) hours.

(g) The provisions of subclauses (a) to (f) (both inclusive) shall not apply to watchmen who shall be paid at the rate of time and a quarter for all time worked in excess of ten (10) hours in any one (1) shift and for all time worked on Sundays.

#### 36.—Away-from-Home and Meal Allowances.

(a) The following allowances shall be granted to workers temporarily lodging away from their home station:—

(i) For the first twenty-four (24) hours or part thereof—

Where attended barracks are used	s. d.
Where unattended barracks are used	6 0
Where barracks are not used	6 6
	8 0

(ii) After the first twenty-four (24) hours at the rate of fourpence (4d.) per hour;

(iii) After the first twenty-four (24) hours a charge of one shilling (1s.) per night with a maximum of five shillings (5s.) per week, shall be made where accommodation of barracks other than a van is provided, and a charge of sixpence (6d.) per night with a maximum of two shillings and sixpence (2s. 6d.) per week shall be made where barracks in the shape of van or tent, bed, and blankets are provided.

(b) It will be optional for the workers to use the barracks and/or the Company to allow them to do so. If used, after the first twenty-four (24) hours a charge of one shilling (1s.) per night, with a maximum of five shillings (5s.) per week shall be made for attended

barracks, and a charge of sixpence (6d.) per night, with a maximum of two shillings and sixpence (2s. 6d.) per week for unattended barracks.

(e) The allowance shall be calculated from the time of leaving to the time of returning to the home station.

(d) In addition to the allowance provided for in subclause (a) a worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or if already in receipt of a district allowance shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging; a day's allowance to be granted for the first thirty (30) hours or any part thereof, and each subsequent twenty-four (24) hours or part thereof; time to be calculated from time of departure from home station to time of departure from foreign station.

(e) A worker absent from his home station on duty (not being a worker temporarily lodging away from his home station) shall be paid one shilling and sixpence (1s. 6d.) in suburban area, and two shillings (2s.) outside suburban areas, for his second and each succeeding meal: Provided that any worker who in fact incurs expense in procuring his first meal shall be entitled to be paid one shilling and sixpence (1s. 6d.) in suburban areas, and two shillings (2s.) outside suburban areas in respect thereof.

(f) The above subclause shall not apply to gangers and repairers at out-camps on their own lengths, but they shall be granted one shilling and sixpence (1s. 6d.) for each night during which their gang is stationed at an out-camp: Provided that until otherwise mutually agreed between the parties the gangs attending to the present lengths embracing Bullsbrook and Bookara shall not be entitled to any away-from-home allowance when camped at those two stations.

(g) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses, and the Head of the Branch shall also have discretion to make any such additional allowances, not exceeding seven shillings and sixpence (7s. 6d.) per day.

(h) Married workers temporarily transferred for a period exceeding three (3) months but which is not expected to exceed six (6) months and not moving their permanent homes, will be paid a weekly allowance of twenty-five shillings (25s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes: Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in the foregoing paragraph shall in no case exceed the allowance payable under subclause (a).

(i) Where workers are employed on a series of works up and down the line, and are provided with sleeping accommodation in tents or vans, the removal of tents or vans from one place to another will not, for the purpose of subclause (h) be deemed to have altered their headquarters.

(j) In lieu of the foregoing allowances, any worker camped out for not less than three (3) days continuously if supplied with tent or van and stretcher, rugs and cooking utensils shall be granted a camping-out allowance of two shillings and sixpence (2s. 6d.) per night. A separate van or tent shall, where possible, be provided for storage of Company gear.

(k) The foregoing allowances will not be paid:—

(i) During any period of absence from duty without pay, unless such absence is due to sickness of the worker and does not exceed one (1) week;

(ii) during a period of annual leave.

(l) When a worker without being notified on the previous day is required to continue working after the knock-off time for more than one (1) hour he shall be provided with any meal required, or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

### 37.—Workers in Breakdown Gangs.

Workers in breakdown gangs shall in lieu of away-from-home allowance and travelling time, be provided with board and sleeping accommodation, and shall be paid from the time they leave until they return to their home station, except during such period as they shall be booked off duty, if such period shall exceed ten (10) consecutive hours. Time occupied in travelling shall be paid at bare time rates. Actual working time shall be paid at overtime rates after eight (8) hours' work per day.

### Part IV.—Workshops (including Tradesmen and their Assistants at Running Sheds) and Stores Section.

#### 38.—Hours of Duty.

(a) Forty-four (44) hours, exclusive of Sunday time, shall constitute a week's work. No day's work shall exceed (8) hours forty-eight (48) minutes without payment of overtime. The week's work may extend over five (5) or six (6) days at the option of the Company.

(b) The provision of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

#### 39.—Guaranteed Week.

(a) The Company shall guarantee to each worker, other than a casual, a full week's work, exclusive of Sunday work, except during such period as by reason of any action on the part of any section of its workers or for any other cause beyond its control it is unable wholly or partially to carry on the running of the trains or workshops. Each week shall stand by itself.

(b) The guaranteed period may be reduced as follows:—

(i) In respect of any worker under suspension: Provided that any worker suspended on a charge which is not sustained shall be entitled to the benefit of the guarantee during the period of his suspension;

(ii) In respect of any day when, as the result of a vote taken by the workers concerned with the consent of the Company or by agreement between the Union and the Company a holiday is taken;

(iii) In respect of any day a worker is absent except through sickness as provided for in clause 12;

(iv) In respect of office cleaners (female) the guaranteed period may be reduced by such time as is necessary to maintain the hours of work as at present.

#### 40.—Overtime, Sunday Time and Holiday Time.

(a) (i) All time worked in excess or outside the usual working hours in any one (1) day shall be paid at the rate of time and a quarter for the first two (2) hours, and time and a half for the next two (2) hours, and thereafter double time: Provided that double time shall be paid for overtime on all work other than work for any Department of the State or Commonwealth.

(ii) Extra rates shall be computed on the rate applicable to the day on which the time is worked: Provided that double time (i.e., twice the ordinary rates) shall be the maximum.

(b) Subject to subclause (a) (ii) time worked on Sundays, Christmas Day, Good Friday or Labour Day shall be paid for at the rate of time and a half.

(c) All time worked during the usual meal time by any worker at his home station shall be paid for at overtime rates, and such rates shall continue until the worker knocks off for his meal.

(d) Any worker brought on duty for any purpose outside his ordinary working hours shall be paid a minimum of two (2) hours: Provided that such work, exclusive of meal time, is not continuous with his shift; and provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(e) Junior workers or apprentices under eighteen (18) years of age shall not be required to work overtime without their consent.

(f) Any worker brought on duty on a Sunday or holiday shall be paid a minimum of four (4) hours' pay at the rate applicable to that day, and he shall not be required to work for the four (4) hours, if the work for which he is brought on does not last that time. Any worker brought on duty on Christmas Day, Good Friday, or Labour Day shall be paid a minimum of eight (8) hours' pay at ordinary rates, and he shall not be required to work for that period if the work for which he is brought on is completed before that time.

(g) The provisions of subclauses (a) to (f), both inclusive, shall not apply to watchmen who shall be paid at rate of time and a quarter for all time worked in excess of ten (10) hours in any shift and for all time worked on Sundays.

#### 41.—Shift Work.

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

(b) Work other than day shift shall not be recognised as night shift unless five (5) consecutive nights are worked, but shall be deemed to be overtime: Provided that where a shift is not worked on account of a holiday, such shift shall for the purpose of this clause be counted as if it had been worked.

(c) Overtime on night shift shall be calculated on the basis of the rate paid for night shift.

#### 42.—Away-from-Home and Meal Allowances

(a) The following allowances shall be granted to workers temporarily lodging away from their home station:—

(i) For the first twenty-four (24) hours or part thereof:—

	s.	d.
Where attended barracks are used	6	0
Where unattended barracks are used	6	6
Where barracks are not used	8	0

(ii) After the first twenty-four (24) hours, fourpence (4d.) per hour;

(iii) After the first twenty-four (24) hours, a charge of one shilling (1s.) per night with a maximum of five shillings (5s.) per week shall be made where accommodation of barracks, other than a van is provided, and a charge of sixpence (6d.) per night with a maximum of two shillings and sixpence (2s. 6d.) per week shall be paid where barracks in the shape of van or tent, bed and blankets are provided;

(iv) Married workers temporarily transferred for a period exceeding three (3) months but which is not expected to exceed six (6) months and not moving their permanent homes shall be paid a weekly allowance of twenty-five shillings (25s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes: Provided that should any other lodging allowance become due to a worker whilst transferred such allowance together with the allowance provided for in the foregoing paragraph shall in no case exceed the allowance payable under subclause (a).

(b) It will be optional for the workers to use the barracks and/or the Company to allow them to do so. If used, after the first twenty-four (24) hours a charge of one shilling (1s.) per night with a maximum of five shillings (5s.) per week shall be made for attended barracks, and a charge of sixpence (6d.) per night with a maximum of two shillings and sixpence (2s. 6d.) per week for unattended barracks.

(c) The allowance shall be calculated from the time of leaving to the time of returning to the home station.

(d) In addition to the allowance provided for in subclause (a) a worker booked off or temporarily lodging in a district carrying an allowance shall be granted such allowance, or if already in receipt of a district allowance, shall be granted the difference between such allowance and any higher allowance applicable to the district in which he is booked off or lodging. A day's allowance shall be granted for the first thirty hours (30) or any part thereof, and each subsequent twenty-four (24) hours or part thereof, time to be calculated from time of departure from home station to time of departure from foreign station.

(e) No away-from-home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area, unless he is unable to return to his home station by passenger train for the night, or unless approved by the Head of the Branch.

(f) A worker absent from his home station on duty (not being a worker temporarily lodging away from his home station) shall be paid one shilling and sixpence (1s. 6d.) in suburban areas, and two shillings (2s.) outside suburban areas for his second and each succeeding meal: Provided that any worker who in fact incurs expense in procuring his first meal shall be entitled to be paid one shilling and sixpence (1s. 6d.) in suburban areas and two shillings (2s.) outside suburban areas in respect thereof.

(g) The foregoing allowances will not be paid:—

- (i) during any period of absence from duty without pay unless such absence is due to sickness of the worker and does not exceed one (1) week;
- (ii) during any period of annual leave.

(h) The Company may in its discretion make any allowance in addition to those provided in the foregoing subclauses and the Head of the Branch shall also have discretion to make any such additional allowance not exceeding seven shillings and sixpence (7s. 6d.) per day.

(i) When a worker without being notified on the previous day is required to continue working after the knock-off time for more than one (1) hour, he shall be provided with any meal required, or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

#### 43.—Workers in Breakdown Gangs.

Workers in breakdown gangs shall, in lieu of away-from-home allowance and travelling time, be provided with board and sleeping accommodation, and shall be paid from the time they leave until they return to their home station, except during such period as they shall be booked off duty, if such period shall exceed ten (10) consecutive hours. The time occupied in travelling shall be paid at bare time rates. Actual working time shall be paid at overtime rates after eight (8) hours' work per day.

#### 44.—Height Money.

Workers engaged in the erection of steel frame buildings, bridges, or gasometers at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling (1s.) per day extra.

#### 45.—Junior Workers

Junior workers may be employed as rivet boys, power hammer boys, helping apprentice blacksmiths, cleaning and sweeping shops, messenger boys, gathering bolts and rivets and screws, etc., which have been dropped by tradesmen, assisting in tool shop, nutting bolts, sorting, bagging and weighing bolts and nuts, rivets and spikes, holding up rivets up to half inch ( $\frac{1}{2}$ in.) in diameter (provided the junior is not under eighteen (18) years of age) assisting ladlemen in daubing ladles; and also in the following operations, provided that there are no apprentice machinists in their first six (6) months available, namely, operating belt and spike firing machine, operating pointing machine, operating nut burring machine, operating nut tapping machine, scraping and cleaning wheels and other parts of rolling stock.

#### Part V.—Allowances, Special Provisions, etc.

(1) No goods shed worker shall be required to work more than five (5) consecutive hours without a meal.

(2) Casual hands shall be paid ten per cent. (10 per cent.) in addition to the rates specified.

(3) Any worker employed upon concrete work shall be paid one penny halfpenny ( $1\frac{1}{2}$ d.) per hour extra.

(4) Any worker working in water over his boots, or if gum boots are supplied, over the gum boots, shall be paid one shilling (1s.) per day extra.

(5) Leading hand tradesmen shall be paid fifteen shillings (15s.) per week above the minimum of their respective trades.

(6) Any tradesman placed in charge of three (3) or more other tradesmen, or six (6) workers shall be paid as a leading hand tradesman.

(7) Fitters when in charge of four (4) or more other workers on outside work shall be paid as leading hand tradesmen whilst so employed.

(8) Marker-out and car and wagon builder employed in marking out for other tradesmen or machinists shall be paid as leading hand whilst so employed.

(9) (a) Carbuilders, wagon builders, and carpenters' apprentices shall be supplied with the following tools:— 6 chisels, 3 twist bits (anger), 6 nail bits, 1 brace, 2 saws, 1 square, 1 rule, 1 oilstone, 1 nail punch, 1 screw-driver, 1 hammer, 1 mallet, 2 wooden planes (1 smoothing and 1 jack plane).

(b) These tools shall during the apprenticeship period remain the property of the Company. Apprentices shall be responsible for all breakages or losses and shall make good all such losses. At the conclusion of the apprenticeship course, on satisfactorily passing final examinations the tools shall become the property of the apprentice.

(c) These apprentices shall receive ninepence (9d.) per week tool allowance.

(d) Tool allowance shall not be paid to an apprentice who is absent on extended, annual, or sick leave.

(10) Shunters and goods checkers employed in connection with the transit of sulphur from ship's side shall be paid one shilling (1s.) per day whilst so employed, and shall also be provided with goggles: Provided that either party may at any time apply for a variation in this amount to be determined by a Board of Reference.

(11) Car and Wagon Examiners working on trucks which were utilised in the transit of sulphur and have not been cleaned, shall be paid one shilling (1s.) per day whilst so employed: Provided that either party may at any time apply for a variation to be determined by a Board of Reference.

(12) A worker employed as a tapper-out, if not a tradesman, shall receive one shilling and sixpence (1s. 6d.) per day over his rate on casting days.

(13) Fitters employed on hot or dirty locomotives or stripping for repairs locomotives, boilers, steam or electric cranes, or when repairing stationary boilers in situ (except repairs on bench to steam and water mountings or other parts), stripping locomotives for scapping shall be paid one penny halfpenny (1½d.) per hour extra on account of the dirty nature of the work.

For the purpose of this clause "employed on hot or dirty locomotives" shall mean and include:—

- (i) employed on locomotives from the time steam is registering ten pounds (10 lbs.) in the steam pressure gauge. This would include any work on the locomotives, but not on the tender;
- (ii) accompanying locomotives on trial trips from the time engine leaves the running depot until it returns to the depot;
- (iii) engaged on emergency jobs done in the workshops on any portion of the locomotive which is hot, while engine is under steam;
- (iv) testing boilers under steam;
- (v) repairing steam cranes while under steam;
- (vi) working in boilers which have not been removed from frames;
- (vii) working in smoke-boxes of boilers which have not been removed from frames until the superheated elements (where such exist) have been taken out, and the smoke boxes cleaned;
- (viii) working on horn cheeks on the trailing end of bar frame engines (when the ash-pan has not been removed) and fitting axle-boxes in them ready for marking off;
- (ix) working on horn cheeks of plate frame engines (from which boiler has not been removed) and fitting axle-boxes in them ready for marking off.

Note: "Under steam" means with steam pressure gauge indicating ten pounds (10 lbs.) per square inch or more.

(14) Fitters working on repairs to coal handling plants, coal chutes, or work on coal stages, in situ, shall be paid one penny halfpenny (1½d.) per hour extra.

(15) Fitters and their assistants, boilermakers' assistants, brick arch builders, spark arrester repairers and their assistants, and rakers-out and tubers, when employed in or if on the wages' staff of running sheds shall be paid at the rate of one penny halfpenny (1½d.) per hour extra.

(16) Apprentices, juniors, boilermakers and fitters' assistants, and brick arch builders shall be paid one penny halfpenny (1½d.) per hour whilst engaged upon any work in respect of which tradesmen receive such an allowance.

(17) Boilermakers' assistants when employed upon flanging fires, or at big press, shall be paid sixpence (6d.) per day extra; when engaged inside tenders, bunkers or side tanks where the only entrance is through the manhole, or of which less than one-third the area of top, side or end is removed, shall be paid one penny half penny (1½d.) per hour extra.

(18) Blacksmiths and their assistants employed stripping locomotive engine springs, which have not been through the caustic soda process, shall be paid twopence (2d.) per hour extra whilst so employed.

(19) Blacksmiths and their assistants employed on oil furnaces on the following items:—

- (a) drawing out nut iron;
- (b) pointing spiral spring bars;

(c) bending spring shoes;

(d) bending safety chain links;

shall be paid at the rate of time and a quarter whilst so engaged.

(20) Bricklayers when employed on flues or boilers shall be paid one penny halfpenny (1½d.) per hour extra.

(21) Coppersmiths' assistants when engaged in mixing metal shall be paid sixpence (6d.) per day extra.

(22) Coppersmiths' assistants when engaged with coppersmith on the oxy-acetylene and electric welding plant shall be paid one penny halfpenny (1½d.) per hour extra.

(23) Painters' assistants when engaged fumigating buildings, etc., shall be paid one penny halfpenny (1½d.) per hour extra. When engaged cleaning out tenders and water tanks, or painting inside tenders or water tanks, they shall be paid threepence (3d.) per hour extra.

(24) Lifters shall be allowed time for stripping of vehicles, as under, which shall be paid at the rate of one penny halfpenny (1½d.) per hour extra:—

Class of Vehicle.	Hours.	Men.	Total Hours per Vehicle.
6-wheeled bogie cars:—			
With lavatory ..	4	2 per bogie	16
Without lavatory ..	3	2 per bogie	12
4-wheeled bogie cars:—			
With lavatory ..	3	2 per bogie	12
Without lavatory ..	2	2 per bogie	8
Dining cars ..	3	2 per bogie	12
Bogie wagons and vans	2	2 per bogie	8
4-wheeled stock ..	2	2	4

(25) Powder monkey shall be paid fifteen shillings (15s.) per week extra.

(26) Labourers employed on bitumen process shall be paid one shilling (1s.) per day extra.

(27) Labourers employed as tar hands shall be paid one shilling (1s.) per day extra.

(28) Labourers employed using hammer and drill, or jumper, shall be paid threepence (3d.) per hour extra.

(29) Labourers when engaged cleaning flues, boilers, cesspools, or dry wells shall be paid one shilling (1s.) per day extra.

(30) A tradesman (not employed as a first-class welder) or an apprentice in his final year who, in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling (1s.) per day in addition to his ordinary rate of pay whilst so engaged. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the Higher Duties clause of this Agreement.

(31) The Company shall where practicable attach blowers to all wood-working machines and saws, the dust from which may reasonably be considered injurious to the health of the workers operating or working in the vicinity of such machines.

(32) Where required by a worker a suitable locker shall be provided: Provided however that the work of providing such lockers may extend over the term of this Agreement to enable the Company to comply with this provision.

(33) Use of protective articles:—

- (a) Goggles, glasses and gloves, or other efficient substitutes therefor shall be available for the use of any worker engaged in welding, or other work in which their use is required for the protection of the worker.
- (b) Every worker shall sign an acknowledgment on receipt thereof and on leaving employment shall return same to the Company.
- (c) During the time the same are on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.
- (d) No worker shall lend another worker the goggles, glasses or gloves or substitute issued to such first-mentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.

(e) Before goggles, glasses and gloves, or any such substitutes which have been used by a worker are re-issued by the Company to another worker they shall be effectively sterilised.

(34) Boilermakers' assistants whilst actually working a pneumatic rivetter of the percussion type, or other pneumatic tools of the percussion type, shall be paid one penny halfpenny (1½d.) per hour extra whilst so engaged.

(35) Boilermakers' assistants employed, hoisted off the ground, upon repairs to smoke-stacks shall be paid double time.

(36) Except where otherwise expressly provided, not more than one (1) of the foregoing allowances, or extra rates, shall be paid at any one (1) time, and, where more than one (1) allowance or extra rate applies, only the highest shall be paid.

R. G. DRAKE,  
General Superintendent.

Signed for and on behalf of The Midland Railway Company of Western Australia, Limited, this 5th day of December, 1939, in the presence of—

L. McCarthy.

R. S. BROWN,  
President.

J. BRADY,  
General Secretary.

Signed for and on behalf of The West Australian Midland Railway Employees' Industrial Union of Workers this 5th day of December, 1939, in the presence of—

F. McMahon.

Wages Schedule.

Metropolitan Area:	Males.		Females.	
	£	s. d.	£	s. d.
From 1st January, 1939, to 24th April, 1939—Basic wage .. .. .	4	1 1	2	3 9
From 25th April, 1939, to 30th June, 1939—Basic wage .. .. .	4	2 2	2	4 4
From 1st July, 1939—Basic wage .. .. .	4	2 2	2	4 4
South-West Land Division:				
From 1st January, 1939, to 24th April, 1939—Basic wage .. .. .	4	2 2	2	4 4
From 25th April, 1939, to 30th June, 1939—Basic wage .. .. .	4	2 2	2	4 4
From 1st July, 1939—Basic wage .. .. .	4	3 1	2	4 10

Traffic Section.

Item.	Grade.	Margin.
		s. d.
1. Porter .. .. .		Nil
2. Train caller .. .. .		3 0
3. Porter:		
(a) Uniform .. .. .		6 0
(b) Goods .. .. .		3 0
(c) Goods, engaged solely on sheeting (outside duty) .. .. .		6 0
(Porter, goods, not solely employed on sheeting, at the rate of 1s. per day extra while so engaged.)		
(d) Relief .. .. .		7 6
(This designation shall apply to workers who for one-third of a year have been relieving S.M., A.S.M., N.S.M., signalmen and guards.)		
(e) Receiving and delivering goods at the following stations and depots:—Midland Junction; Moora .. .. .		7 6
4. Checkers:		
(a) Goods .. .. .		9 0
(When employed at magazine to be paid 2s. 6d. per day extra.)		

Wages Schedule—continued.  
Traffic Section—continued.

Item.	Grade.	Margin.
		s. d.
5. Stower—		
(a) Goods .. .. .		6 0
6. (a) Conductor .. .. .		3 0
(b) Conductor, senior .. .. .		6 0
7. Ticket Collector .. .. .		3 0
(A worker who for the bulk of his working time is on the barrier shall be paid as a ticket collector.)		
8. Ticket Examiner on trains .. .. .		10 0
9. Shunter .. .. .		9 0
(a) After 12 months' service as shunter, provided Guard's examination has been passed .. .. .		12 0
(b) Head Shunter .. .. .		18 0
(Shunter when in charge of an engine shall be paid as head shunter.)		
(c) Head Shunter after 2 years' service as head shunter .. .. .		21 0
10. Guard:		
(a) Fourth class, first 2 years' service .. .. .		18 0
(b) Third class, over 2 and up to 4 years' service as guard .. .. .		21 0
(c) Second class, over 4 and up to 6 years' service as guard .. .. .		24 0
(d) First class, over 6 years' service as guard .. .. .		27 0
(Subject to passing all proper examinations and tests, if any, guards with less than 2 years' service after appointment shall be in the fourth class. Guards with 2 years' service and less than 4 years' service after appointment shall be in the third class. Guards with 4 years' service and less than 6 years' service after appointment shall be in the second class.) Guards with over 6 years' service after appointment shall be in the first class. Guards shall be entitled to promotion from class to class as follows: To the third class after 2 years' service in the fourth class. To the second class after 2 years' service in the third class. To the first class after 2 years' service in the second class.		
11. Signalmen.		
(a) Fourth class .. .. .		3 0
(b) Third class .. .. .		7 6
(c) Second class .. .. .		15 0
(d) First class .. .. .		21 0
(e) Special class (per day of 6 hours) .. .. .		31 6
(A worker engaged cutting in shall be paid at a rate not less than that of a third class signalmen for each day so engaged.)		
12. Crossing-keeper .. .. .		Nil.
13. (a) Gatekeeper .. .. .		Nil.
14. Caretaker: Dams (per week) .. .. .		1 6
15. Caretaker (Barracks) .. .. .		3 0
Loco Power Section (except tradesmen and their assistants).		
16. Car and wagon oiler .. .. .		6 0
(a) Car and wagon examiner .. .. .		12 0
(b) Car and wagon examiner, leading .. .. .		21 0
(At stations where 4 or more car and wagon examiners are employed, one shall be classed as leading car and wagon examiner.)		
17. Car electric light examiner:—		
(a) Employed on examination and cleaning of electric light generators and water raising pumps, cut in and change over switches, and replacement of worn or damaged parts .. .. .		15 0
(b) Employed checking specific gravity in batteries and adding water as necessary, replacing cells, checking battery connections .. .. .		12 0
(c) Leading car electric light examiner .. .. .		21 0



Wages Schedule—*continued.*  
Loco Power Section—*continued.*

Item.	Grade.	Margin.
		s. d.
18.	Lead burner .. .. .	36 0
19.	Electric battery hand .. .. .	15 0
20.	Leadworkers assisting electric battery hand and lead burner .. .. .	15 0
21.	Pumper .. .. .	6 0
22.	Crane-driver, steam; outside Loco Shops	16 0
23.	Fuelman:	
	(a) When crane not provided .. .. .	6 0
	(All workers engaged handling coal from the trucks until loaded into engine shall be paid as fuelman while so engaged.)	
	(b) If crane provided .. .. .	3 0
24.	Brick arch builder and spark arrester repairer .. .. .	9 0
25.	Raker-out and tuber .. .. .	9 0
26.	Labourer in Running Shed .. .. .	Nil.

Ways and Works Section (except tradesmen and their assistants).

27.	Repairer .. .. .	Nil.
	(a) With six months' experience .. .. .	3 0
	(b) With twelve months' experience .. .. .	6 0
	(When employed laying more than two abutting rails or renewing a set of any rails, or rails in connection with a set of points, platelayer's rate shall be paid.)	
	(c) Leading .. .. .	9 0
	(It shall be the duty of the Company when classifying the lengths of permanent way to indicate which lengths require a leading repairer.)	
28.	Length-runner .. .. .	12 0
29.	Repairing ganger:	
	(a) In charge of 3rd class length .. .. .	12 0
	(b) In charge of 2nd class length .. .. .	18 0
	(c) In charge of 1st class length .. .. .	24 0
30.	(a) Platelayer .. .. .	9 0
	(b) Platelayer, leading .. .. .	18 0
31.	Ganger:—	
	(a) Platelayer .. .. .	24 0
	(b) Construction .. .. .	24 0
32.	Line and signal maintainer .. .. .	26 0
33.	Assistant line and signal maintainer .. .. .	20 0
34.	Wireman .. .. .	26 0
35.	Lineman .. .. .	23 0
36.	Lineman ganger .. .. .	29 0
37.	Mainlayer .. .. .	15 0
38.	Chainman .. .. .	9 0

Workshops Section (including Tradesmen and their Assistants—all Sections).

39.	Welder:	
	(a) Required to apply general trade experience .. .. .	33 0
	(Cutting scrap, with oxyacetylene torch or blow pipe) .. .. .	10 0
40.	Blacksmith .. .. .	31 0
41.	Fitter .. .. .	30 0
42.	Turner .. .. .	30 0
43.	Electro-plater .. .. .	30 0
44.	Plumber .. .. .	29 6
45.	Tinsmith .. .. .	29 6
46.	Wireman .. .. .	26 0
47.	Forge underhand .. .. .	11 0
48.	Forge steam hammer-driver .. .. .	11 0
49.	Blacksmith's striker .. .. .	9 0
50.	Boilermaker's assistant .. .. .	9 0
51.	Brick arch builder and firebar attendant .. .. .	12 0
52.	Fitter's assistant .. .. .	9 0
53.	Coppersmith's assistant .. .. .	9 0
54.	Casting dresser .. .. .	11 0
55.	Moulder's assistant .. .. .	9 0
56.	Plumber's assistant .. .. .	6 0
57.	Miller, general or universal (other than machines for milling throats of buffers) .. .. .	30 0
58.	Borer .. .. .	30 0
59.	Lapper and grinder using precision tools .. .. .	30 0
60.	Planer .. .. .	30 0
61.	Shaper .. .. .	30 0
62.	Slotter .. .. .	30 0
63.	Driller using boring or cutter bar .. .. .	30 0
64.	Driller using Asquith or Tullis radial drills .. .. .	30 0

Wages Schedule—*continued.*  
Workshops Section—*continued.*

Item.	Grade.	Margin.
		s. d.
65.	Driller using Kitchen and Wade radial drills on engine work .. .. .	30 0
	(Engine work includes all parts of engine driving mechanism; all wheels, axles and axle boxes; engine frame plates and frame stays; engine bogie frames and stays; also boiler and firebox plates. But it excludes all ordinary plate and angle work such as tender tanks and underframes; footplates; cabs; ashpans; smokeboxes; spark arresters and the like).	
66.	Rail planer .. .. .	20 0
67.	Lapper and grinder not using precision tools .. .. .	20 0
68.	Stay lathe machinist .. .. .	20 0
69.	Buffer milling machinist .. .. .	20 0
70.	Car and wagon tender brass boring machinist .. .. .	20 0
71.	Auto stud machinist (whilst operating machines in present condition) .. .. .	20 0
72.	Pneumatic tube cutter and tapper .. .. .	20 0
73.	Ajax nut and bolt machinist .. .. .	20 0
74.	Driller .. .. .	14 0
75.	Nut and bolt machinist (other than Ajax) .. .. .	14 0
76.	Screwing machinist .. .. .	14 0
77.	Punch and shearing machinist .. .. .	14 0
78.	Tube-end machinist .. .. .	14 0
79.	Friction saw machinist .. .. .	14 0
80.	Slotter and nibber .. .. .	14 0
81.	Metal grinder and polisher .. .. .	14 0
82.	Galvaniser (when so engaged) .. .. .	12 0
83.	Wireworker .. .. .	6 0
84.	Turners and machinists' assistant (iron) .. .. .	9 0
85.	First assistant Ajax nut and bolt machinist .. .. .	12 0
86.	Second assistant Ajax nut and bolt machinist .. .. .	9 0
87.	Furnaceman (forge) .. .. .	27 0
88.	Furnaceman (iron foundry) .. .. .	18 0
89.	Assistant furnaceman (iron foundry) .. .. .	9 0
90.	Furnaceman (brass foundry) .. .. .	15 0
91.	Furnaceman (boiler shop) .. .. .	15 0
92.	Carpenter .. .. .	29 6
93.	Carbuilder (including vans) .. .. .	29 6
94.	Wagonbuilder .. .. .	29 6
95.	Coach trimmer .. .. .	29 6
96.	Signwriter .. .. .	32 6
97.	Painter .. .. .	29 6
98.	Paint mixer .. .. .	29 6
99.	Tarpaulin maker .. .. .	12 0
100.	Wire rope splicer (when so engaged) .. .. .	12 0
101.	Carpenter's assistant .. .. .	9 0
102.	Painter's assistant .. .. .	9 0
	(Workers operating paint machine shall be paid a painter's rate.)	
103.	Saw doctor .. .. .	44 6
104.	Saw filer .. .. .	18 0
105.	Wood Machinists:	
	(a) First class, comprising the following machines:	
	Wood lathe;	
	Variety wood lathe;	
	Edge moulding and shaping machine, 2 spindle;	
	Wood shaping machine;	
	Moulding machine with 4 or more heads;	
	Vertical tenoning machine;	
	Universal tenoning machine;	
	No. 3½ tenoning machine;	
	Blind stile mortiser;	
	Universal general joiner (except when doing square face work with single cutter) .. .. .	27 0

Wages Schedule—*continued.*  
Workshops Section—*continued.*

Item.	Grade.	Margin.
105.	Wood Machinists— <i>continued.</i>	s. d.
(b)	Second class, comprising the following machines:—	
	Circular saw No. 1 bench;	
	Frame saw;	
	Jig saw;	
	High speed flooring and match-boarding machine;	
	Four-sided planer;	
	Hollow chisel horizontal mortiser No. 3;	
	Hollow chisel mortiser;	
	Recessing and boring machine;	
	Planer or buzzer on other than square work;	
	Moulding machine less than 4 heads;	
	Universal general joiner (on work other than referred to in (a));	
	Disc sander;	
	Timber bender .. .. .	18 0
(c)	Third class, comprising the following machines:	
	Mortiser other than hollow chisel: Mortiser;	
	Chain mortiser No. 2;	
	Chain and chisel mortiser;	
	Borer:	
	4-spindle gang borer;	
	4-spindle borer;	
	Horizontal and vertical borer;	
	Single-spindle borer;	
	Borer;	
	Planer or buzzer on square work: Surfacer planer No. 2½ (square work);	
	Surfacer No. 6 (square work);	
	Planing and surfacing machine (square work);	
	Climax planer (square work);	
	Sawyer not included in second class: Automatic cut-off saw;	
	Car ripping saw No. 4;	
	Circular saw 14 inch;	
	Crosscut saw 18 inch;	
	Band saw No. 00;	
	Column fret saw;	
	Band saw:	
	Sandpapering machine;	
	Zett sander;	
	Thicknesser;	
	Dimension planer;	
	Cross cut saw (firewood) ..	9 0
106.	Turners and machinists' assistant (wood)	3 0
107.	Tailor-out (saw bench and band saw)	7 0
108.	Lifter .. .. .	12 0
109.	Bricklayer .. .. .	29 6
110.	Electrical motor attendant .. ..	18 0
111.	Shaft and belt attendant .. .. .	6 0
	(While making or repairing laminated belts 2s. per day extra.)	
112.	Engine slingmaker and lifter .. ..	15 0
113.	Engine lifter .. .. .	12 0
114.	Stationary engine-driver (whose work is such as to require a second class certificate) .. .. .	18 0
115.	Stationary engine-driver (whose work is such as to require a third class certificate) .. .. .	12 0
116.	Acid room attendant (Electrical Department) .. .. .	6 0
117.	Caustic tank attendant .. .. .	6 0
<i>General Section.</i>		
118.	Storeman:	
(a)	In charge, with or without assistants Running Shed Stores .. .. .	12 0
(b)	Running Sheds .. .. .	6 0
(c)	Despatching, Stores Branch .. ..	15 0
(d)	In charge Timber and Iron Store, Stores Branch .. .. .	15 0
(e)	In charge, Oil Store, Stores Branch	15 0
(f)	In charge, Stationary Section .. ..	15 0
(g)	In charge, Hardware Section .. ..	15 0
(h)	In charge, Electrical Section .. ..	15 0

Wages Schedule—*continued.*  
General Section—*continued.*

Item.	Grade.	Margin.
118.	Storeman— <i>continued.</i>	s. d.
(i)	Traffic Section .. .. .	9 0
(j)	Others .. .. .	6 0
(k)	Assistant storeman .. .. .	3 0
119.	Store packer .. .. .	6 0
120.	Driver of rail motor trolley .. ..	10 0
121.	Horse driver .. .. .	6 0
122.	Watchman .. .. .	3 0
123.	Labourer .. .. .	Nil.
124.	Office cleaner (female):	
	(Metropolitan area 2s. per hour; South-West Land Division 2s. 0½d. per hour; with a minimum of 34s. per week in any event.)	
125.	Junior workers—the rate for Junior Workers shall be as under:—	
		Per cent. of Basic Wage.
	Up to 16 years of age .. .. .	30
	Up to 17 years of age .. .. .	35
	Up to 18 years of age .. .. .	45
	Up to 19 years of age .. .. .	55
	Up to 20 years of age .. .. .	65
	Up to 21 years of age .. .. .	85
126.	Apprentices—the rate for apprentices shall be as under:—	
	First year .. .. .	25
	Second year .. .. .	30
	Third year .. .. .	45
	Fourth year .. .. .	65
	Fifth year .. .. .	85

SCHEDULE.

*Apprenticeship Regulations.*

1. (a) When apprentices are required, application shall be invited by advertisement in the public Press. Applications received shall be reviewed, in the first instance, by a Board, to be called the "Apprentices Application Board," consisting of a chairman to be appointed by the Court, a representative appointed by the Company, and a representative appointed by the Unions parties to the above Agreement. Applications are to be made in accordance with Form A annexed hereto. The Board shall notify selected applicants to appear before the Apprenticeship Selection Board hereinafter mentioned, at a time and place to be mentioned; free passes being issued for the purpose over the Company's line.

(b) The Apprenticeship Selection Board shall consist of:—

- (i) a chairman appointed by the Court;
- (ii) one member appointed by the Company, and
- (iii) one member appointed by the Union or Unions representing the trade or trades in the groups mentioned herein.

(c) There shall be four (4) Apprenticeship Selection Boards representing the trades grouped as follows:—

Group.	Trades.	Union or Unions to be represented.
I.	Moulders .. .. .	Moulders' Union.
II.	Boilermakers .. .. .	Boilermakers' Union.
III.	Fitters Turners Machinists (iron) Blacksmiths Patternmakers Electroplaters Coppersmiths	Amalgamated Engineering Union and Australasian Society of Engineers.
IV.	Wagon builders Machinists (wood) Painters Plumbers Carpenters Trimmers Tinsmiths Saw Doctors Watch and Clock Repairers	W.A. Midland Railway Employees' Industrial Union of Workers.

(d) The following provisions shall apply to the Boards referred to in subclauses (a) and (b) hereof:—

- (i) Each of the Boards shall be deemed to be a Board of Reference appointed pursuant to section 87 of the Act;
  - (ii) The same person may be appointed to act as Chairman or Member of any one (1) or more of all of the Boards;
  - (iii) Should any dispute arise as to the right of any person to act as a member of the Board it shall be determined by the Court;
  - (iv) If the Company or Union or group of Unions entitled to appoint a representative on the Board neglects or refuses on being notified by the Court so to do, the Court may appoint some person to act as such representative;
  - (v) The Company or the Union or Unions concerned may change its or their representative at any time;
  - (vi) The presence of the Chairman and at least one (1) member shall be necessary for the transaction of business;
  - (vii) Any decision shall be the decision of the majority of the members, or, if only two (2) members the decision of the Chairman;
  - (viii) The Chairman shall call all meetings of the Board and fix the time and place for each meeting;
  - (ix) The Board shall determine its own procedure from time to time.
- (e) The Board shall orally examine each applicant who appears before it, but, if required by the Board, the candidate shall submit himself to a written examination. The Board shall elect the required number from those whom it considers the most suitable, and place them in order for engagement.

(f) As vacancies for apprentices occur, the selected applicants shall be called up in the order in which they have been placed by the Board.

(g) The employment of any selected candidate will be subject to his furnishing satisfactory proof of age and passing the Company's medical examination, the cost of which not to exceed five shillings (5s.) shall be borne by the applicant.

2. (a) An apprentice shall serve a probationary period of three (3) months. At the end of the first and third months, the foreman in charge shall report as to the probationer's suitability or otherwise, and at the end of the third month, if mutually agreed upon by the Company and the legal guardian of the boy, he shall be indentured for five (5) years, the probationary period to form part of the term of apprenticeship: Provided however that this term may be reduced in special circumstances with the approval of the Court.

(b) An apprentice taken on probation shall, within fourteen (14) days thereafter, be registered by the Company by means of notice thereof to the Registrar in the form prescribed.

(c) The Court may, in any case where it seems expedient so to do, order that the probationary period be extended for a further term not exceeding three (3) months.

(d) A probationer shall work for such hours per day and for such remuneration as is prescribed by the Agreement applicable to the trade or calling to which he is to be apprenticed.

3. Every agreement of apprenticeship shall be subject to the provisions of the Agreement in force for the time being applicable to apprenticeship in the Industry.

4. (a):—

(i) Every apprentice shall attend regularly and punctually a Government or other approved technical school, vocational classes, or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school; provided however that attendance shall not be compulsory when the apprentice is stationed outside a radius of twelve (12) miles from the place where the instruction is given or, in the case of illness of the apprentice, the proof whereof lies on him.

(ii) The fees for the classes attended by the apprentice or the cost of providing same shall be paid by the Company.

(iii) The period during which apprentices are to attend such technical school or classes shall be: As to apprentices in their first, second and third years—three (3) hours per week; and as to apprentices in their fourth and fifth years—four (4) hours per week.

(b) The Company shall request the Director of Education at the beginning of each year to draw up a syllabus showing the course for the various classes for the year. Such syllabus shall, where possible, include theory as applied to the trade, craft, occupation or calling to which the apprentices are indentured. A copy of such syllabus shall be furnished to each Union concerned and shall be subject to review by the Court of Arbitration.

(c) Once in each year a report shall be furnished by the foreman and the teacher of the apprentice at the Technical School to the Company in which the apprentice is employed on the attendance, conduct, attention, aptitude and progress of each apprentice, and upon any other matter calling for attention.

(d) An apprentice joining after the third term has commenced shall not sit for that year's annual examination, but shall commence his technical education when the school re-opens after the Christmas vacation.

(e) Every apprentice shall be bound to submit himself to examination at the place and time fixed by the Director of Technical Education.

(f) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least seventy per centum (70%) of attendances at the Technical School or other place of instruction unless he is exempted from such attendance under the provisions hereof, or for other good cause.

(g) If the Company or the Industrial Union concerned make representations to the Court that the facilities provided by the Technical School, or other place of vocational training, for the teaching of the apprentices are inadequate, the Court may make such investigations and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

(h) The Company shall, when necessary, notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

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

(j) For the purpose of the examination in the practical work of the trade, the examiners shall be persons skilled in the trade. There shall be two examiners for each trade, one to be appointed by the Company and the other by the Union or Unions concerned. Failing provision for appointment as aforesaid, the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners, the matters in dispute shall be referred to a third person, agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(k) It shall be the duty of the examiners to examine the work, require the production of the Certificate of Attendance, inquire into the diligence of each apprentice, and submit a report to the Company in writing as to the result of the examination within one (1) month from the date of the holding of the examination, but this period may be extended by the Court.

(l) Such examination shall, where necessary, include theory and practice as applied to the trade, industry, craft, occupation or calling to which the apprentice is indentured: Provided however, that separate examinations conducted by different examiners may be held in—(i) practical work; and (ii) theory.

(m) The Company shall, after each examination, issue a Certificate to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. When the final examination has been passed, the certificate shall also be signed by the examiners, and the apprenticeship agreement duly endorsed.

(n) Whenever it is possible so to do, the examiners shall draw up a syllabus showing what, in their opinion,

is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Clerk of the Courts, and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Clerk of the Court thereof.

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

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

(q) Upon the failure of an apprentice to pass two (2) consecutive examinations, it shall be the duty of the examiner or examiners to report same to the Court and the Company with a recommendation as to the cancellation of the apprenticeship Agreement, or such other remedial measures (e.g., increased time for technical instruction) as he may deem advisable. The Court after notice to all parties concerned, may cancel the agreement, or make such other order as it may deem necessary.

(r) A Certificate shall be issued to each apprentice showing the percentage of marks obtained in each subject for which he sat at the annual technical examination, with remarks from the Head of the Branch as to the manner in which he has carried out his practical work during the preceding year.

(s) The Company shall submit a report to the Court in writing accompanied by the examiners' reports as to the result of the annual examination or examinations within three (3) months of the date thereof.

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

5. The apprentice shall be placed under the supervision of some tradesman or leading hand who will teach and instruct or cause the apprentice to be taught and instructed in his trade or craft.

6. Time lost in any one (1) year except as hereinafter provided shall be without pay, and shall be made up at the conclusion of each separate period of twelve (12) months at the rate fixed for the period during which such time was lost, and the increased rate of wages shall not apply until such lost time (if any) has been fully made up: Provided that this clause shall not apply to:—

- (i) time absent attending compulsory naval or military training, other than time imposed through failure to become efficient, or while undergoing confinement for an offence under the Defence Act;
- (ii) time lost due to accidents on duty up to a maximum of four (4) weeks in any one year;
- (iii) time lost, through holidays prescribed by this Agreement;
- (iv) time lost by duly certified sickness not due to the apprentice's own misconduct, or wilful default, up to a maximum of four (4) weeks in any one year;
- (v) time occupied attending technical classes as prescribed during ordinary working hours.

7. When work is closed down over Christmas and New Year for the purpose of annual holidays, apprentices in their first year, with less than a full year's holidays due, will only be entitled to payment during such period of absence for the number of days holidays due to them, calculated under the provisions of the Industrial Agreement applicable.

8. The Company shall pay the apprentice in respect of time lost through compulsory naval or military training (other than the additional training mentioned in

clause 6 subclause (i) above) the amount by which the wages prescribed by this Agreement exceeds the amount received by the apprentice from the Department of Defence.

9. Where time lost through sickness exceeds four (4) consecutive working days, the Company may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven (7) days from the date of resumption of duty, the cost, if any, of such certificate or certificates not exceeding five shillings (5s.) to be borne by the Company.

10. No minor shall (except as a junior worker under the provisions of this Agreement) be employed or engaged in the Industry, except subject to the conditions of apprenticeship or probationership herein contained.

11. The Company shall be deemed to undertake the duty which it agrees to perform as a duty enforceable under this Agreement.

12. (a) The apprenticeship agreement shall be completed within one (1) month of the end of the probationary period.

(b) All agreements of apprenticeship shall be drawn up on a form approved by the Court and signed by the Head of the Branch on behalf of the Company, the legal guardian of the apprentice, the apprentice and the Registrar. The Company, guardian or apprentice shall not enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(c) There shall be three (3) copies of each agreement, of which one (1) shall be held by the Company, the legal guardian of the apprentice and the Registrar.

13. Every agreement of apprenticeship entered into shall contain:—

- (i) the names and addresses of the parties to the agreement;
- (ii) the date of birth of the apprentice;
- (iii) a description of the trade, industry, craft, occupation or calling, or combination thereof, to which the apprentice is to be bound;
- (iv) the date at which the apprenticeship is to commence, and the period thereof;
- (v) a condition requiring the apprentice to obey all reasonable directions of the employer, and requiring the employer and apprentice to comply with the terms of the relative industrial agreement or award so far as they concern the apprentice;
- (vi) a condition that technical instruction of the apprentice when available shall be at the employer's expense, and in the employer's time, except in places where such instruction is given after the ordinary working hours;
- (vii) a condition that in the event of the apprentice in the opinion of the examiners not progressing satisfactorily increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard;
- (viii) the general conditions of apprenticeship;
- (ix) a provision that it may be cancelled by mutual consent by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

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

15. (a) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assigns and legal guardian of the apprentice, the apprentice, the Registrar and the new employer. The transfer form shall be completed within two (2) months of the date on which the transfer is effected.

(b) One (1) copy each of the form of transfer shall be held by the late employer, the new employer, the legal guardian of the apprentice and the Registrar.

16. Should the Company at any time before the determination of the period of apprenticeship wish to dispense with the services of the apprentice, it may,

with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the home station of the apprentice, who is willing to continue to teach the apprentice, and pay the rate of wages prescribed by the Court in its Agreement, or otherwise according to the total length of time served, and generally to perform the obligations of the Company.

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

18. The Company shall be relieved of its obligation under the apprenticeship agreement during such period as by reason of any action on the part of any section of its workers, or for any other cause beyond its control, it is unable wholly or partially to carry on the running of the trains or workshops.

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

20. The number of apprentices shall not exceed the proportion of one (1) to every two (2) or fraction of the first two (2) journeymen employed; provided however that this provision shall not be applied so as to permit of such proportion being exceeded in any particular place.

21. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve (12) months immediately preceding such time shall be deemed to be the number of journeymen employed.

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

23. No apprentice employed under a registered agreement shall be discharged by the Company for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the Company: Provided however that an apprentice may be suspended for misconduct by the Company with loss of pay during such suspension. If, however, the Company is of the opinion that the misconduct is such as to warrant dismissal, it shall forthwith make an application for cancellation of the agreement of apprenticeship and, in the event of the Court refusing same the wages of the apprentice or such portion thereof as the Court may order shall be paid as from the date of such suspension, and in the event of the application for cancellation being granted such order may take effect from the date when the apprentice was suspended.

24. The word "apprentice" wherever used herein means any male of any age who is apprenticed to learn, or to be taught, any industry, craft, trade or calling to which this Agreement applies and includes an apprentice on probation.

25. (a) The Company shall not refuse employment to any person, or dismiss any worker from its employment or injure him in his employment, or alter his position to his prejudice by reason merely of the fact that the worker is a member of any Advisory Committee or Board or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

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

26. The Registrar shall prepare and keep a roll of apprentices containing:—

- (a) a record of all apprentices and probationers placed with the Company;
- (b) a record of the progress of each apprentice recording the result of the examiners' reports.

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

FORM A.

Application for Employment as Apprentice.  
(To be prepared in the handwriting of the applicant.)

- I. Name in full (surname first).....
- Postal Address.....
- II. Trade or Trades to which Apprenticeship desired in order of preference:—
  - (1)..... (6).....
  - (2)..... (7).....
  - (3)..... (8).....
  - (4)..... (9).....
  - (5).....
- III. (a) Date of Birth.....  
(Note: The Registrar's Certificate of Birth or certified Extract of Birth Entry or other proof of age to the satisfaction of the Company must be produced prior to appointment.)  
(b) Height without boots.....feet  
.....inches.  
(c) Chest measurement.....inches.  
(d) Weight.....stone .....lbs.  
(e) Educational Standard passed with date .....
- IV. Have you previously applied for appointment with the Company?..... If so, state to whom, for what position, when, and with what result? .....
- V. Particulars of Employment (if any) during past three years:—  
Name of Employer(s).....  
Nature of Employment in each case.....  
Period employed in each case.....
- VI. Particulars of Testimonials.....  
(Note: Every applicant for employment must supply two original testimonials together with a copy of each in applicant's own handwriting. One of these must be from the Head Teacher of the school last attended.)
- VII. Name and Address of Parent or Guardian (required only in case of applicants under the age of 21 years).  
.....
- VIII. Any other particulars which the applicant may desire to add.....  
Signature of Applicant.....  
Date.....

FORM B.

To the Registrar,  
Arbitration Court,  
Perth.  
Please take notice that.....of  
.....has entered our service  
(on probation) as an apprentice to the.....  
trade on the.....day of.....19..  
Dated this.....day of.....19..  
(Signature of employer).....  
Note: When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

FORM C.

Certificate of Service.

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

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

FORM D.

Certificate of Attendance at Technical School.

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

(Signature of Principal).....

FORM E.

This is to certify that the annual examinations conducted by the Perth Technical School, Apprentice.....obtained the following percentage of marks:—

.....

and he has satisfactorily performed the course of technical training prescribed for the.....year of apprenticeship.

..... Director of Technical Education.

This is to certify that the abovenamed apprentice has satisfactorily performed the practical work required in connection with his advancement during the year ended.....

..... Employer.

FORM F.

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

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

..... Examiners, ..... Registrar.

FORM G.

General Form of Apprenticeship Agreement.

THIS AGREEMENT made this.....day of.....19.... between..... (hereinafter called "the employer") of the first part and..... of..... born on the.....day of.....19.. (hereinafter called "the apprentice") of the second part and.....of..... (Address) .....(Occupation) .....parent (or guardian) of the said .....(hereinafter called the "parent" or "guardian") of the third part WITNESSETH as follows:—

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

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

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

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

3. The employer hereby covenants with the apprentice as follows:—

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

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

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

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

4. IT IS FURTHER AGREED between the parties hereto:—

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

(b) That the apprentice whilst under eighteen (18) years of age shall not be required to work overtime without his consent;

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer, and parent (or guardian) giving one (1) month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

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

Signed sealed and delivered by  
 .....  
 for and on behalf of the said  
 .....  
 in the presence of—  
 .....

.....  
 (Signature of Employer.)

And by the said.....  
 in the presence of—

.....  
 (Signature of Apprentice.)

And by the said.....  
 in the presence of—

.....  
 (Signature of Guardian.)

Noted and registered this.....day of.....  
 19.....

.....  
 Registrar.

APPOINTMENTS

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

Registrar General's Office,

R.G. No. 48/34. Perth, 30th January, 1940.

IT is hereby notified, for general information, that Mr. G. L. Gannon has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the East Coolgardie Registry District, to reside at Kalgoorlie, during absence on leave of Mr. J. G. Blockley; appointment to date from 1st February, 1940.

R.G. No. 62/38.

IT is hereby notified, for general information, that Sergt. F. H. Growden has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths, for the Fremantle Registry District, to reside at North Fremantle, during absence on leave of Sergt. F. T. Ward; appointment to date from 29th January, 1940.

S. BENNETT,  
 Registrar General.

Registrar General's Office,  
 Perth, 31st January, 1940.

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

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
		<i>Roman Catholic Church.</i>		
31/39	1940. Jan. 3	The Rev. Leo Hornung ... ..	Beagle Bay ... ..	Broome
		<i>Presbyterian Church.</i>		
23/37	Jan. 30	The Rev. Frederick William Berry ... ..	Kalgoorlie ... ..	East Coolgardie

S. BENNETT,  
 Registrar General.

THE STATISTICS ACT, 1907.

Government Statistician's Office,

Perth, 25th January, 1940.

C.L.D. 1161/37.  
 HIS Excellency the Lieutenant-Governor in Council, acting pursuant to the power conferred by section 24 of the Statistics Act, 1907, 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 8th day of September, 1939, in the manner set forth in the Schedule hereunder.

S. BENNETT,  
 Government Statistician.

Schedule.

1. Regulation 1 is amended as follows:—

(a) by adding to paragraph (1) a new subparagraph to stand as subparagraph (f) as follows:—

(f) Electricity generating stations, plants, or works of any kind or nature, including those used on or in connection with quarries, or gold, coal, or other mines in which minerals are mined, whether the electricity generated is sold to the public or used solely for the purpose of the generating station, plant, works, quarries, or mines, or for any other purpose.

(b) by adding to paragraph (2) in the seventh line thereof after the word "society" the words:—

and the owner, manager, or agent of any electricity generating station, plant, or works of any kind or nature including those used on or in connection with quarries or gold, coal, or other mines in which minerals are mined.

THE COMPANIES ACT, 1893.

West Australian Salt Company, Limited.

NOTICE is hereby given that the Registered Office of West Australian Salt Company, Limited, is situated at the offices of John S. Johnstone, Public Accountant, Rooms 1, 2, and 3, Second Floor, Warwick House, St.

George's terrace, Perth, and that the office will be open to the public for the transaction of business from 9 a.m. until 5 p.m. on week days and from 9 a.m. until noon Saturdays.

JOHN S. JOHNSTONE,  
 Public Accountant, Warwick House, Perth.

Western Australia.

THE COMPANIES ACT, 1893.

Blue Spec Mines, No Liability.

NOTICE is hereby given that the Registered Office of the abovenamed Company in this State is situated at Palace Chambers, Maritana street, Kalgoorlie, and that James Allan Maloney is the duly appointed Attorney of the Company.

Dated this 24th day of January, 1940.

JOSEPH, MUIR & WILLIAMS,  
Solicitors for the abovenamed Company in this State, 17-24 A.N.A. House, St. George's terrace, Perth.

Western Australia.

THE COMPANIES ACT, 1893.

Burbidge Gold Mines, No Liability.

NOTICE is hereby given that the office of the abovenamed Company in Western Australia, where all legal proceedings may be served upon and all notices addressed to or given to the Company, is situate at No. 6 Mines Chambers, Boulder road, Kalgoorlie, and that Joseph Samuel Foulkes and William Thomas Walker are the joint and several Attorneys of the Company in Western Australia.

Dated the 25th day of January, 1940.

COWLE & MACOBOY,  
of Exchange Buildings, Kalgoorlie, Solicitors for the Company in Western Australia.

Western Australia.

COMPANIES ACT, 1893-1938.

Asbestos Molybdenum & Tungsten Co., Limited.

NOTICE is hereby given that the Power of Attorney bearing date the 17th day of February, 1939, given by the above Company to Ennemond Faye, of London House, 321 Murray street, Perth, and the substitutionary Power of Attorney thereunder to Herbert Holland Wheatley, of St. George's terrace, Perth, Solicitor, have been revoked, and that Reginald D'Oyly Forbes and Quinton Randolph Stow, of 21 Howard street, Perth, Solicitors, are now the Attorneys of the said Company in the said State: And, also, that the Registered Office of the said Company has been removed from London House, Murray street, Perth, to 21 Howard street, Perth.

Dated the 9th day of January, 1940.

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

Western Australia.

THE COMPANIES ACT, 1893.

Dysons Proprietary, Limited.

Notice of Registered Office

NOTICE is hereby given that the Registered Office of Dysons Proprietary, Limited, is situate at No. 140 Barrack street, Perth. The office will be accessible to the public on all week days (excepting Saturdays and public holidays) between the hours of 9 a.m. and 5 p.m. and on Saturdays between the hours of 9 a.m. and 12 noon.

Dated the 30th day of January, 1940.

DWYER & THOMAS,  
National House, William street, Perth.  
Solicitors for the Company.

THE COMPANIES ACT, 1893.

NOTICE is hereby given that the office and place of business in Western Australia of Zadows Find and Prospecting Company, Limited, a Company incorporated in the State of South Australia and registered in the State

of Western Australia as a foreign Company, under Part VIII. of the Companies Act, 1893, where all legal proceedings may be served upon and all notices addressed or given to the Company, is situate on Good Opie Lease No. 2209, at Mindoolah, via Cue, and is accessible to the public on all days between the hours of 9 a.m. and 5 p.m., except Saturday, Sundays, and public holidays.

Dated the 31st day of January, 1940.

FRANCIS JAMES COOTE,  
Attorney for the Company in Western Australia.  
Hardwick, Slattery, & Gibson, Victoria House, St. George's terrace, Perth, Solicitors for the abovenamed Company.

THE COMPANIES ACT, 1893.

McIlwraith, McEacharn, Limited.

NOTICE is hereby given that the office or place of business of McIlwraith, McEacharn, Limited, has been removed to Scottish House, 10-12 Phillimore street, Fremantle, where all legal proceedings may be served upon and all notices addressed or given to the Company.

Dated the 15th day of January, 1940.

C. H. SALMON,  
Attorney for McIlwraith, McEacharn, Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA.

In the matter of the Companies Act, 1893, and in the matter of Australian Primary Products, Limited, of Perth.

NOTICE is hereby given that, at a special general meeting of the abovenamed Company, duly convened and held at the offices of Stowe & Stowe, Atlas Building, Perth, on the 23rd day of January, 1940, the following resolution was passed as a special resolution:—That the Company be wound up voluntarily, and the following resolution was subsequently passed:—That Robert Henry Stowe be appointed Liquidator for the purpose of such winding-up.

Dated this 24th day of January, 1940.

REGINALD LONG,  
Chairman.

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 Dysons Proprietary, Limited.

Dated this 25th day of January, 1940.

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

PERTH BUSINESS AGENCY.

WILLIAM GRIEVE STEVENSON and KEITH CAPEL HARGREAVES, trading as Business Brokers, etc., First Floor, City Mutual Building, 62 St. George's terrace, Perth, hereby give notice that they dissolved Partnership on the 26th day of January, 1940, the said William Grieve Stevenson purchasing the interest of the said Keith Capel Hargreaves in the business, and the said William Grieve Stevenson will continue to carry on the business as hitherto, under the name of "Perth Business Agency," and he will receive all debts due to and discharge all liabilities of the firm.

Dated at Perth this 26th day of January, 1940.

(Sgd.) W. G. STEVENSON,  
Witnessed by Vera Vains.

(Sgd.) K. C. HARGREAVES,  
Witnessed by Vera Vains.



IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Janet Watson Hilton, late of 128 Goderich street, East Perth, in the State of Western Australia, Widow, deceased.

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 Administrators (with the Will annexed), The West Australian Trustee, Executors, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 4th day of March, 1940, after which date the said Administrators (with the Will annexed) will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which particulars shall have been given as aforesaid.

Dated this 23rd day of January, 1940.

IVAN J. CAMPBELL,

Warwick House, St. George's terrace, Perth,  
Solicitor for The West Australian Trustee,  
Executor, and Agency Company, Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Charles George Royal Bert Smith, late of Bruce Rock, in the State of Western Australia, Farmer, deceased (intestate).

NOTICE is hereby given that all persons having claims or demands upon or against the Estate of the abovenamed Charles George Royal Bert Smith, deceased, are required to send particulars thereof in writing to the Administratrix of his Estate addressed c/o. Ackland & Watkins, Solicitors, 89 St. George's terrace, Perth, on or before the 4th day of March, 1940, after which date the said Administratrix 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 she shall then have had notice.

Dated the 24th day of January, 1940.

ACKLAND & WATKINS,

Perpetual Trustee Buildings, 89 St. George's terrace,  
Perth, Solicitors for the Administratrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Gustavus Adolphus Gerdes, late of Middleton road, Albany, in the State of Western Australia, Property Owner, deceased.

NOTICE is hereby given that all persons having claims or demands upon or against the Estate of the abovenamed Gustavus Adolphus Gerdes, deceased, are required to send particulars thereof in writing to the Executor of the said Will, addressed care of Ackland & Watkins, Solicitors, 89 St. George's terrace, Perth, on or before the 4th day of March, 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 he shall then have had notice.

Dated the 24th day of January, 1940.

ACKLAND & WATKINS,

89 St. George's terrace, Perth,  
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Henry Pass, late of Mulewa, in the State of Western Australia, Farmer and Grazier, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby requested to send in particulars in writing of their claims and demands to the Executor, care of D. McM. Glynn, Esq., Solicitor, Durlacher street, Geraldton, on or before the 4th day of March, 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 the claims and demands of which he shall then have had notice.

Dated this 23rd day of January, 1940.

LAVAN, WALSH & LAVAN,  
Queensland Insurance Building, 29 Barrack street,  
Perth, Solicitors, Agents for D. McM. Glynn,  
Esq., Solicitor, Durlacher street, Geraldton,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Margaret Amelia Wieland, late 33 Congdon street, Swanbourne, in the State of Western Australia, Married Woman.

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 Executor of the Will of the abovenamed deceased, on or before the 4th day of March, 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 26th day of January, 1940.

GORDON B. D'ARCY,  
of Warwick House,  
St. George's terrace, Perth,  
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edward Henry Tranter, formerly of 120 First avenue, Mount Lawley, but late of Goomalling, in the State of Western Australia, Commercial Traveller, deceased.

ALL persons having any claims or demands against the Estate of the abovenamed Edward Henry Tranter are hereby required to send particulars thereof in writing to the Executor of the Will of the said deceased, The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, in the State of Western Australia, on or before the 4th day of March, 1940, after which date the Executor will proceed with the distribution of the Estate among the persons entitled thereto, having regard only to such claims and demands of which it shall then have had notice.

Dated this 26th day of January, 1940.

CURRAN & CORSER,  
37-39 Padbury Buildings, Forrest place, Perth,  
Solicitors for the Executor, The Perpetual  
Executors, Trustees, and Agency Company  
(W.A.), Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Mitchell, late of Lyall's Mill, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovementioned William Mitchell are required to send particulars thereof in writing to the Executor, Arthur Eddie Mitchell, c/o Harry D. Stapledon, Municipal Buildings, Throssell street, Collie, Solicitor for the said Executor, on or before the 4th day of March, 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 he shall then have had notice.

Dated this 25th day of January, 1940.

HARRY D. STAPLEDON,  
Municipal Buildings, Throssell street, Collie,  
Solicitor for the said Executor, Arthur Eddie Mitchell.

ESTATES placed under the charge of the Curator of Intestate Estates for management during the month of January, 1940 :—

No.	Name of Deceased.	Residence.	Supposed Nationality.	Date of Order.	Estimated Value of—		Date of Death.
					Personalty.	Realty.	
259/39	McIntosh, William Henry	Cardabia Station, Carnarvon	British ...	16-1-40	£ 1 5 0	Nil	23-7-39
313/39	Barton, Charles Nelson	formerly of Fremantle but late of Nedlands	do. ...	"	6 3 4	"	18-3-37
315/39	Blacker, John ...	formerly of Claremont but late of Nedlands	do. ...	"	2 16 7	"	14-8-38
352/39	Matheson, Peter Duncan	11 Myrtle street, Perth	do. ...	"	2 5 0	"	24-10-39
370/39	Longhurst, John ...	formerly of Beverley but late of Nedlands	do. ...	"	2 10	"	19-1-35
394/39	Shackley, Edward ...	formerly of Perth but late of Nedlands	do. ...	"	1 7 5	"	23-9-39
457/39	Cunningham, Oscar Arthur	Menzies ...	do. ...	"	17 2 3	"	2-11-39
440/39	Howse, Thomas Berridge	"Condeena," Broome-hill	do. ...	23-1-40	3 5 7	"	18-10-39
441/39	Quick, Thomas ...	Kalgoorlie ...	do. ...	"	20 0 0	"	8-11-39
461/39	Johnstone, John Thomas Cunningham	formerly of Narrogin but late of Claremont	do. ...	"	4 7 6	"	23-8-37
3/40	Black, William ...	formerly of Kalgoorlie but late of Hardy street, Bayswater	do. ...	24-1-40	90 0 0	"	26-12-39
7/40	Blurton, George Henry	Roebourne ...	do. ...	26-1-40	55 16 7	"	4-1-40

Dated this 1st day of February, 1940.

J. H. GLYNN,  
Curator of Intestate Estates.

## 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 Estate of the undermentioned deceased person (orders to collect and administer whose Estate 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 23rd day of February, 1940, after which date I will proceed to distribute the assets of the said deceased person among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 1st day of February, 1940.

J. H. GLYNN,  
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Blurton, George Henry ...	4-1-40	26-1-40	Roebourne ...	No occupation.

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