

Government Gazette

OF

WESTERN AUSTRALIA.

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No. 14.]

PERTH : FRIDAY, MARCH 29.

[1940.

Bank Holiday at Beverley.

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, 3rd April, 1940, a special day to be observed as a Bank Holiday in the town of Beverley.

Given under my hand and the Public Seal of the said State, at Perth, this 11th day of March, 1940.

By His Excellency's Command,

W. H. KITSON,
Chief Secretary.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-38.

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 by section 9 of the Fisheries Act, 1905-38, it is provided that the Governor may by Proclamation prohibit all persons from taking any fish whatsoever, in every or any specified portion of Western Australian waters, by means of fishing nets and fishing lines, or either of such means of capture, or by any other specified means of capture, for any specified term: And whereas by section 10 of the said Act every such Proclamation may be revoked or varied at any time: Now, therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power thereunto me enabling, vary the Proclamation dated the 14th December, 1937 (published in *Government Gazette* of 17th December, 1937), and subsequently varied by Proclamations dated 25th May, 1939, 4th July, 1939, and 22nd September, 1939, by adding the following proviso, namely: "Provided that this

Proclamation shall not apply to the waters described in paragraph (26) of the Schedule hereto during the months of July, August, and September, 1940."

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of March, 1940.

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-38.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Sir James Mitchell,
TO WIT. } K.C.M.G., Lieutenant-Governor in and
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Schedule.

Gordon River (near Tambellup):—The whole.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of March, 1940.

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-38.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Sir James Mitchell,
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Schedule.

Taylor's (Nannarup) Inlet:—The whole.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of March, 1940.

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-38.

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 by section 9 of the Fisheries Act, 1905-28, it is provided that the Governor may by Proclamation prohibit all persons from taking any fish whatsoever, in every or any specified portion of Western Australian waters, by means of fishing nets and fishing lines, or either of such means of capture, or by any other specified means of capture, for any specified term: Now, therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power enabling me in this behalf, proclaim and declare as follows:—That all those portions of Western Australian waters defined in the Schedule hereto shall be closed against the use of fishing nets for a period of three years as from the date of the publication of this Proclamation in the *Government Gazette*.

Schedule.

Hotham River:—The whole of the waters of the Hotham River.

Wilson's Inlet (Denmark):—All that area of Wilson's Inlet near the Channel Entrance westward of a line drawn in a generally northerly direction from the north-western corner of Plantagenet Location No. 1992 (on the southern shore of the inlet) to the south-western corner of Plantagenet Location No. 5433 (on the northern shore of the inlet).

Port Dongarra (Dongarra):—All that area of Western Australian waters at Port Dongarra (Dongarra) commencing at high-water mark at a point 200 yards north of the Dongarra Jetty; thence extending in a north-westerly direction to a distance of 200 yards; thence in a south-westerly direction to a distance of one half-mile, and thence in a south-easterly direction to a point on the foreshore 200 yards south of the said jetty.

Given under my hand and the Public Seal of the said State, at Perth, this 21st day of March, 1940.

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING ! ! !

At a meeting of the Executive Council, held in the Executive Council Chamber, at Perth, this 21st day of March, 1940, the following Orders in Council were authorised to be issued:—

Sandalwood Act, 1929.

ORDER IN COUNCIL.

F.D. 1478/29.

WHEREAS under the provisions of section 2 of the Sandalwood Act, 1929, the Governor may from time to time by Order in Council limit and restrict the quantity of sandalwood that may be pulled or removed from Crown land and alienated land during the period therein stated: And whereas it is desirable to limit and restrict the quantity of sandalwood that may be pulled or removed from Crown land and alienated land during the period from the First day of March, 1940, to the Thirty-first day of December, 1940, to 1,000 tons: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council and in exercise of the powers conferred by the said Act, doth hereby limit and restrict the quantity of sandalwood that may be pulled or removed from Crown land and alienated land during the period from the First day of March, 1940, to the Thirty-first day of December, 1940, to 1,000 tons, exclusive of sandalwood required for oil distillation purposes within the State.

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

Road Districts Act, 1919-1939.

Irwin Road District.

ORDER IN COUNCIL.

P.W. 1470/23.

WHEREAS by an Order in Council published in the *Government Gazette* on the 1st day of September, 1939, His Excellency the Lieutenant-Governor, acting pursuant to section 8 of the Road Districts Act, 1919-1939, redivided the Irwin Road District into four Wards, instead of three wards, by severing portion of the South-East Ward of the said district and constituting the portion so severed an additional Ward, to be known as the Denison Ward, and reallocated the members constituting the Irwin Road Board, and by such allocation determined that the members for each of the four Wards of the said district as redivided shall be:—North Ward—3 members in lieu of 4 members; Town Ward—1 member; South-East Ward—2 members; and Denison Ward—1 member: And whereas, in accordance with the provisions of section 13 of the said Act, the present four members of the said North Ward and the present two members of the said South-East Ward shall go out of office on a day to be appointed by the Minister: And whereas the Minister, acting pursuant to the said section 13 has, by notice dated the 8th day of March, 1940, appointed Friday, the 19th day of April, 1940, being the day next preceding the next annual election of members of the Irwin Road Board as the day upon which the said members for the North Ward and for the South-East Ward respectively shall go out of office, in accordance with the provisions of section 13 of the said Act: And whereas it is enacted by section 14 of the said Act that, upon the exercise by the Governor of the powers which the Lieutenant-Governor has exercised by the Order in Council hereinbefore mentioned, the Governor may by Order in Council *inter alia* declare and direct whether a new election of members shall be held for any district affected or any Ward thereof, and, if so, when such election shall be held: Now, therefore, His Excellency the Lieutenant-Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by the said Act, doth hereby declare and direct that there shall be held a new election of three members of the said North Ward and of two members of the said South-East Ward and of one member of the said Denison Ward of the said Irwin Road Board, consequent upon the redivision of the said Irwin Road District into four Wards instead of three wards, as hereinbefore mentioned, and that the said new election of such members shall be held on the 20th day of April, 1940, being the day appointed under section 61 of the said Act for the holding of the next annual election of members of the said Irwin Road Board.

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

Public Works Act, 1902-1933.

South-Western Railway—Additions and Improvements to Brunswick Station Yard (with road diversion).

ORDER IN COUNCIL.

P.W. 263/40; Ex. Co. No. 553.

IN pursuance of the powers conferred by section 11 of the Public Works Act, 1902-1933, His Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, doth hereby authorise the Honourable Minister for Railways to undertake, construct, or provide additions and improvements to Brunswick station yard, South-western Railway (with road diversion), on the land comprising an area of about 17 acres, approximately, shown coloured green and blue on Plan P.W.D., W.A. 29150, which may be inspected at the Office of the Minister for Works, Perth.

L. E. SHAPCOTT,
Clerk of the Council.

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

ORDER IN COUNCIL.

M.W.S. 696/29.

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

Metropolitan Stormwater Drainage, Extension of Matilda Bay Drain to Claypan (1st section):—Reinforced concrete pipes, 54-inches diameter, including manholes and all other apparatus complete; length about 1,400 feet (as shown in blue on Plan M.W.S.S. & D.D., W.A. No. 6437).

This Order in Council shall take effect from the 29th day of March, 1940.

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

Inspection of Machinery Act, 1921.

ORDER IN COUNCIL.

Corres. No. 1587/1939.

WHEREAS by section 14 of the Inspection of Machinery Act, 1921, the Governor may by Order in Council published in the *Government Gazette*, from time to time declare that any kinds of machinery shall cease to be machinery subject to the said Act: Now, therefore, His Excellency the Lieutenant-Governor and Administrator, by and with the advice and consent of the Executive Council, hereby declares that from and after the date hereunder mentioned, the following machinery shall cease to be machinery, subject to the said Act:—

- (a) All machinery used for domestic purposes only, which is not used in the production, preparation, or manufacture of any article or product for pecuniary profit or in any way connected with any business carried on by the owner thereof;
- (b) Direct-acting pumps worked by compressed air and used on mines for sinking or other purposes;
- (c) Electric tram cars, railway carriages, and wagon rolling stock used on privately owned railways and tramway systems:

It is further declared that from and after the date hereunder mentioned the following Order in Council made under the Inspection of Machinery Act, 1921, is

hereby cancelled and revoked:—Order in Council dated 21st day of June, 1922, and published in *Government Gazette* on the 1st day of July, 1922.

This Order shall come into operation and take effect from 1st day of April, 1940.

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

Premier's Department,
Perth, 28th March, 1940.

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint, under section 5 of the Public Library, Museum, and Art Gallery of Western Australia Act, 1911, Charles William Hadley, Esquire, to be a Trustee of the Public Library, Museum, and Art Gallery of Western Australia in lieu of Dr. Cyril Bryan (deceased).

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.

West Australian Trustee, Executor, & Agency Company, Ltd. (Trustee for the late Eric Joseph McKenna), and McKenna, George Leslie, Yalgoo; 19th March, 1940.

Wood, Mary Elizabeth Hodgson, and Wood, Mary Elizabeth Hodgson, as Executrix Estate of Jane Wood (decd.), Mullewa; 19th March, 1940.

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

W. A. WHITE,
Director.

Office of Public Service Commissioner,
Perth, 28th March, 1940.

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

Ex. Co. 473; P.S.C. 9/40:—A. W. Johnson, Clerk, Workers' Homes Board, Treasury Department, to a similar position, Class 10, £279-£288, as from 1st March, 1940;

Ex. Co. 473; P.S.C. 13/40:—M. J. Rose, Machinist, Public Works Department, to be Machinist in Charge as from 15th January, 1940;

Ex. Co. 473:—P. Cumming, Junior Machinist, Treasury Department, to be Machinist as from 6th March, 1940.

GEO. W. SIMPSON,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
State Insurance Office	Nurse and Receptionist to the Staff Medical Officer† ...	£200—£210	1940. 29th March.
Public Works	Typist, Northam (Item 952)	£140—£190	30th March.
Do.	Clerk-in-Charge Expenditure and Statistics (Item 898)	Class 6, £378—£402	do.
Do.	Clerk, Harvey (Item 966)	Class 9, £294—£306	do.
North-West	Commissioner of Native Affairs*	£666—£750	do.
Mines	Clerk (Item 481)	Class 9, £294—£306	6th April.
Chief Secretary's	Clerk, Accounts Branch‡	Class 10, £279—£288	do.
Metropolitan Water Supply ...	Clerk (Item 1168)	Class 8, £318—£330§	do.
Audit	Clerk	Class 9, £294—£306	do.
Mines	Assistant Government Mineralogist and Analyst ...	£666—£720	30th April.
Medical and Health	Inspector General of the Insane¶	£1,100—£1,280	11th June.

* Applicants must have administrative experience and a knowledge of local native affairs. † Applications are also called under section 29; applicants must be qualified nurses. ‡ Officers who applied for this position when it was advertised recently need not do so again. § Limit fixed (£318) in accordance with clause 10 of the Clerical Agreement. || Applications are also called under section 29. Applicants to have had a sound training in mineralogy and chemistry and should possess a University Degree in Science. Preference will be given to those who have research experience. ¶ This appointment is under the provisions of the Lunacy Act and will be for a period of seven years. Full particulars on application to the Public Service Commissioner.

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, 28th March, 1940.

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

A. E. Brindal as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Donnybrook, during the absence on leave of W. H. Canning;

J. F. Morris as Acting Clerk of the Local Court, Acting Clerk to Magistrates, Wagin, and Acting Electoral Registrar and Acting Returning Officer for the Wagin Electoral District, vice H. G. Smith, transferred;

B. M. Smith as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Midland Junction, vice J. F. Morris;

F. Fimister as Returning Officer for the South Fremantle Electoral District, vice F. E. McCaw, transferred.

HIS Excellency the Lieutenant-Governor in Executive Council has approved of the following appointment and cancellation of appointment of sworn valuers under the Transfer of Land Act, 1893:—

Appointment:—Henry Lewis Holland, Esq., of Perth.

Cancellation:—Henry Carington Sewell, Esq., of Perth.

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

J. White as Bailiff of the Katanning Local Court, vice R. G. Buttle, retired;

S. J. Strahan as Acting Bailiff of the Wickiepin Local Court, during the absence on leave of W. J. McGuigan;

J. C. Maller as Acting Bailiff of the Moora Local Court, during the absence on leave of R. N. Broun;

D. T. O'Neill as Acting Bailiff of the Goomalling Local Court, during the absence on leave of P. J. Lowry.

THE Hon. Minister for Justice has approved of the appointment of Aubrey Eli Wansbrough, Esq., of Claremont, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913.

H. R. GORDON,
Under Secretary for Law.

APPOINTMENT.

Chief Secretary's Department,
Perth, 28th March, 1940.

C.S.D. 184/34; Ex. Co. No. 588.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint Mervyn George White to the position of Warden Instructor in Boot-making, Fremantle Prison, as from the 1st March, 1940, subject to six months probation.

F. J. HUELIN,
Under Secretary.

THE HOSPITALS ACT, 1927.

Appointment.

Department of Public Health,
Perth, 28th March, 1940.

M.P.H. 196/29; Ex. Co. No. 587.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint A. Pinder to be a member of the Laverton District Hospital Board for the period ending 31st July, 1940, vice W. Leonard, resigned.

F. J. HUELIN,
Under Secretary.

HEALTH ACT, 1911-1937.

Wyalkatchem Local Health Authority—By-laws.

WHEREAS it is enacted by section 321 of the Health Act, 1911-1937 (as reprinted under the Amendments Incorporation Act, 1938), 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 such Model By-laws shall be published in the *Government Gazette*, 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 having been prepared as aforesaid were published in the *Government Gazette* on the 20th day of November, 1914, and thereafter Wyalkatchem Road Board, as the local health authority for Wyalkatchem Health District, by resolution duly published in the *Government Gazette* adopted the said by-laws: And whereas the said Model By-laws as revised

and amended were again published in the *Government Gazette* on the 8th day of April, 1927: And whereas, in consequence of such revision and amendment, by-law 5 as contained in Part X. of the said Model By-laws as originally published in the *Gazette* became by-law 5 in Part IX., Section A, of the said Model By-laws: And whereas, under the provisions of the said Act, a local health authority can make or adopt by-laws, and may amend, repeal, or alter any by-laws so made or adopted: And whereas Wyalkatchem Road Board, as the local health authority aforesaid, deems it desirable and expedient that by-law 5 in Part IX., Section A, of the Model By-laws as now in force, shall, as a by-law of the said Wyalkatchem Road Board, be repealed and that in lieu thereof a new by-law 5 shall be inserted: Now, therefore, Wyalkatchem Road Board, as such local health authority aforesaid, doth hereby resolve and determine that by-law 5 in Part IX., Section A, of the said Model By-laws as now in force and as a by-law of the said local health authority shall be and is hereby repealed, and that in lieu thereof a new by-law 5 shall be inserted in the said Model By-laws as the by-laws of the said local health authority as follows:—

5. (1) No person shall keep any swine or establish any piggery or slaughter-house within such portion of the health district as forms the townsite of Wyalkatchem;
- (2) No person shall slaughter or cause to be slaughtered any animal within such portion of the health district as forms the townsite of Wyalkatchem;
- (3) No person shall establish any offensive trade within any portion of the health district in which the establishment of such offensive trade may from time to time be prohibited by resolution of the local authority, notified in the *Government Gazette* and a newspaper circulating in such district.

Dated this 20th day of February, 1940.

T. C. BROWN,
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 12th day of March, 1940.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 21st day of March, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Subiaco Municipality—Resolution.

P.H.D. 729/28.

THE Council of the Subiaco Municipality, being the local authority of the Municipal District of Subiaco within the meaning of the Health Act, 1911-1937, at its ordinary meeting held on 19th December, 1939, resolved to amend section 29 of by-law 40 of the Health By-laws by deleting the existing by-law and substituting the following:—

Meat.

29. (a) Every vehicle used in the transport of meat (excepting butchers' delivery vehicles used for delivery of cut joints to householders and vehicles used by the producer for the conveyance of carcase meat to the market) shall conform with the following:—

- (i) The vehicle shall be completely enclosed so as to protect the meat from the weather and from flies and dust.
- (ii) The vehicle shall be constructed of wood or metal, and all internal surfaces shall be finished to a smooth surface.
- (iii) The vehicle shall be properly ventilated.
- (iv) The vehicle shall be provided with rails and hooks secured to the upper portion thereof, and shall be of ample proportions so that meat hung on such hooks shall be clear of the floor.
- (v) No meat (except edible offal) shall be placed on the floor of the vehicle.

(vi) Edible offal, when carried on the floor, shall be contained in impervious containers.

(vii) The vehicle, edible offal containers, hooks, and rails shall at all times be kept in a thoroughly clean condition.

(b) No vehicle used for the transport of meat shall be used at any time for the transport of any offensive matter.

(c) No meat shall be carried on any railway, except in trucks provided for that purpose, or unless such meat is hung on hooks and is clear of the floor.

(d) Any person engaged or employed in the transport or delivery of carcase meat shall at all times when so engaged wear a cap with a detachable covering made of durable washable material, and an overall coat of durable washing material, which shall completely cover his clothes. He shall cause such cap covering and overall to be kept at all times in a thoroughly clean condition.

(e) (i) Butchers' delivery vehicles shall be completely enclosed to protect the meat from the weather, flies, and dust. The vehicle shall be constructed of wood or metal, and all internal portions finished to a smooth surface.

(ii) They shall be properly ventilated. The floor of such vehicles shall be constructed of or completely covered with a smooth impervious metal.

(f) Butchers' cutting carts shall be constructed in a similar manner as specified for butchers' delivery cart, but shall be of ample dimensions to permit all carcase meat to be hung on hooks affixed to the roof of such vehicle. All carcase meat shall be hung on such hooks, in such manner that the meat is clear of the floor. Carcase meat in this clause shall mean any quarter or more of any carcase.

(g) All carcase meat conveyed by producers to the market shall be completely covered with clean canvas or other wrappings, approved by the inspector, in such manner as thoroughly to protect such meat from flies and dust.

(h) In this by-law the word "producer" shall mean a person who delivers to the market carcasses of animals reared or produced on his own farm or property.

E. J. McCORMACK,
Town Clerk.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 12th day of March, 1940.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 21st day of March, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Irwin Local Health Authority—Resolution.

P.H.D. 929/39.

WHEREAS by section 321 of the Health Act, 1911-1937 (as reprinted under the Amendments Incorporation Act, 1938), it is enacted 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 Model By-laws: And whereas, pursuant to the said section 321, the Governor caused to be prepared Model By-laws entitled "Model By-laws, Series A," which were published in the *Government Gazette*, and have since been amended from time to time, in accordance with notices published in the *Government Gazette* on the 8th day April, 1927; the 20th day of October, 1933; the 5th day of October, 1934; the 1st day of February, 1935; the 12th day of February, 1937; the 2nd day of July, 1937; the 22nd day of April, 1938, and the 3rd day of March, 1939: And whereas it is deemed desirable and expedient that the said Model By-laws, Series A, should be adopted by the Irwin Road Board as the local authority for the Irwin Health District, as constituted under the said Act: Now, therefore, it is resolved and determined by the Irwin Road Board, being the local health authority for the Irwin Health District within the meaning of the said Act, that the whole

of the said Model By-laws, Series A, as published in the *Government Gazette* on the 8th day of April, 1927, and subsequently amended as aforesaid and as in force at the date of the passing of this resolution, shall be and are hereby adopted as the by-laws of the said local health authority for the said Irwin Health District.

Passed by resolution of the Irwin Road Board on the 13th day of January, 1940.

FRANK HERBERT,
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 18th day of March, 1940.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 21st day of March, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

PHARMACEUTICAL COUNCIL OF WESTERN AUSTRALIA.

A TRIENNIAL Election was held on 13th March, 1940, when the following were elected:—Gulley, Fred Prior, Railway parade, West Leederville; Gibson, Frank Ernest, High street, Fremantle; Howling, Hugh Oswald, enr. Hay and Milligan streets, Perth; Allan, Thomas David Henry, Napoleon street, Cottesloe; Dallimore, George Henry, Newcastle street, Perth; White, Daniel George, Plaza Arcade, Perth; McWhinney, Alan Charles, Stirling highway, Mosman Park.

F. T. LORMAN,
Registrar.

POLICE ACT, 1892 (Section 76).

Police Department,
Perth, 18th March, 1940.

THE following unclaimed found property will be sold by public auction at the Kalgoorlie Police Station at 11 a.m. on Saturday, 20th April.

D. HUNTER,
Commissioner of Police.

1 yellow metal lady's wrist watch, with band attached; 1 gent's Malvern Star bicycle; 1 pair child's shoes; 1 gent's West bicycle; 1 gent's Malvern Star bicycle; 1 gent's black leather wallet (no money); 1 swag, containing clothing; 1 promissory note book; 1 nickel petrol cap; 1 bicycle pump; 1 rubber cushion (round); 1 gent's brown felt hat; 2 metal handles; 1 bicycle pump; 1 rifle, No. 73463 (.22 bore); 1 motor car tyre; 1 motor car tyre and rim complete; 1 electric iron and cord and 1 pair braces; 2 motor car keys; 1 motor car tyre; 1 Ford V8 hub cap; 1 gent's Malvern Star bicycle; 1 length of rubber hose (about 9ft. in length); 1 leather strap, ½in. in width (about 18 inches long); 1 packet of groceries (1 tin jam, 2 pkts. of Capstan tobacco, 1 tin Talisman tobacco, 1 pkt. cigarette papers); 1 gent's bicycle, painted brown (make unknown); 1 motor cycle (kick starter); 1 lady's black and white purse; 1 pair women's slippers; 1 gent's bicycle (make unknown); 1 A.J.S. motor cycle, 2¼, 1925 model (from Coolgardie); 1 gent's Malvern Star bicycle; 1 gent's bicycle (make unknown), painted black; 1 bag fine salt, about 1cwt.; 1 gent's Silver Prince bicycle; 2 Yale lock keys; 1 plumber's hammer; 1 toy rabbit; 1 gent's Malvern Star bicycle; 1 white metal handbag (no money); 1 set block spanners; 1 gent's bicycle (make unknown), painted blue; 1 gent's Silver King bicycle; 1 lady's yellow metal cross and chain attached; 1 Ford V8 hub cap; 1 Browning auto. pistol, No. 249665 (from Laverton); 1 Winchester rifle, No. 973205, .32 (from Laverton); 1 sports coat (brown colour); 1 bicycle frame, Healing; 1 bicycle frame (make unknown); 1 bicycle bell, 1 motor car petrol cap; 1 bag cement; 1 gent's coat shirt (Berkeley brand); 1 gent's bicycle (make unknown), painted black.

Department of North-West,
Perth, 28th March, 1940.

C.S.D. 861/38; Ex. Co. No. 594.
HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment as Chief Harbour Master, under the provisions of the Navigation Act, 1904-26, without additional remuneration, vice W. R. Clack, retired.

H. & L. 1023/28; Ex. Co. No. 545.
HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the acceptance of the tender of Mr. H. R. Sleeman, of Whim Creek, for the Balla Balla Jetty, for the period of one year as from the 1st April, 1940, at £10 per annum.

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

NOTICE TO MARINERS.

No. 1 of 1940.

Australia—West Coast.

Fremantle Inner Harbour.

Buoy Established.

Position—Approximately 130 feet from Victoria Quay, in a line drawn at right angles to the wharf structure at its eastern extremity.

Details—For the protection of small craft navigating in this locality, a wooden barrel-shaped buoy, painted black, has been placed in the above position, which is about 40 feet north-west of the outer end of a boat slipway extending into the waters of the harbour forward of the wharf alignment, the rail on this slipway at its deepest point being only 8ft. 3ins. below low water and the slipway itself conforming with the contour of the bed of the harbour in this area.

This buoy will not be lighted at night.

Charts affected—No. 1700.

Publication—Aust. Pilot Vol. V., page 321.

Authority—Fremantle Harbour Trust.

Date—March 11th, 1940.

W. R. CLACK,
Harbour Master.

L. A. HANCOCK,
Acting Secretary.

THE NATIVE ADMINISTRATION ACT, 1905-1936.

Regulation 134.

Department of Native Affairs,
Perth, 19th March, 1940.

PURSUANT to Native Administration regulation 134 it is hereby notified, for general information, that the Hon. Minister controlling the Department of Native Affairs has issued the authority required by the regulation in respect to the following institutions:—

Church of England in Australia:—Forrest River Mission.

Roman Catholic Church:—New Norcia Mission, Drysdale River Mission, Beagle Bay Mission, Lombadina Mission, New Mission, East Kimberley.

Presbyterian Church of Australia:—Kunmunya Mission.

United Aborigines' Mission:—Warburton Mission, Mount Margaret Mission, Badjaling Mission, Gnowangerup Mission.

A. O. NEVILLE,
Commissioner of Native Affairs.

THE NATIVE ADMINISTRATION ACT, 1905-1936.

Regulation 135.

Department of Native Affairs,
Perth, 19th March, 1940.

PURSUANT to Native Administration regulation 135 it is hereby notified, for general information, that the Hon. Minister controlling the Department of Native Affairs has issued the authority required by the regulation in respect to the following persons:—Mr. Tennyson Thompson, as Superintendent, Forrest River Mission; Rt. Rev. Anselm Catalani, O.S.B., Superior of New Norcia, as Superintendent, New Norcia Mission and Drysdale River Mission; Very Rev. Fr. Thomas Gil, O.S.B., Local

Superior, as Local Superintendent, Drysdale River Mission; Rev. J. R. B. Love, as Superintendent, Kunnunya Mission; Rev. Fr. Francis Huegel, P.S.M., as Superintendent, Beagle Bay Mission; Rev. Fr. Benedict Puesken, P.S.M., as Superintendent, Lombadina Mission; Rev. Fr. Alphonse Bleischwitz, P.S.M., as Superintendent of New Mission, East Kimberley; Mr. William Wade, as Acting Superintendent, Warburton Mission; Mr. R. S. Schenk, as Superintendent, Mount Margaret Mission.

A. O. NEVILLE,
Commissioner of Native Affairs.

Workers' Homes Board,
St. George's terrace,
Perth, 27th March, 1940.

THE forfeiture of the undermentioned Lease under the Workers' Homes Act, 1911-1938, which was advertised in the *Government Gazette* of the 2nd June, 1939, is hereby cancelled:—

Lease No.	Name of Lessee.	Description of Land.	Town or Locality.
85/1938	Gould, James Peter	Lot 3124, Campbell and McKenzle streets	Kalgoorlie

Inserted by order of the Workers' Homes Board,
H. G. JARMAN,
Secretary.

BUSH FIRES ACT, 1937.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,
Corres. No. 277/38. Perth, 27th March, 1940.

IT is hereby notified, for general information, that the Williams Road Board has appointed Messrs. John Evelyn Barrett-Lennard and Henry Medlen as Bush Fire Control Officers in the Williams Road District.

G. L. NEEDHAM,
Under Secretary for Lands.

ERRATUM—ROAD No. 183.

Department of Lands and Surveys,
Perth, 27th March, 1940.

Corres. No. 2731/96, Vol. III.

IN notice in *Government Gazette* of the 9th of February, 1940, page 185, in lieu of "9.2 perches" being resumed from Canning Location 32 read "1 perch."

G. L. NEEDHAM,
Under Secretary for Lands.

WITHDRAWAL NOTICE—NORTHAM LAND AGENCY.

Department of Lands and Surveys,
Perth, 20th March, 1940.

Corres. No. 1263/26. (Plan 65/80, B2.)

IT is hereby notified, for public information, that Ninghan Locations 2318 and 2436 have now been withdrawn from selection.

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, 1933-1939, and its regulations:—

BUNBURY.

10th April, 1940, at 3.30 p.m., at the District Lands Office—

‡Cookernup—Town 3, 1a. 0r. 3p., £12.

GERALDTON.

10th April, 1940, at 3.15 p.m., at the District Lands Office—

‡Denison—Town 73, 35.2p., £10.

REEDY.

10th April, 1940, at 2.30 p.m., at Reedy—

Reedy—Town 50, 39.1p., £30; 20, 49, 61, 1r. each, £20 each; 47, 80, 1r. each, £15 each; 110, 121, 137, 170, 171, 175, 1r. each, £12 10s. each; §147, 1r. 3.6p., £12 10s.

SOUTHERN CROSS.

10th April, 1940, at 3 p.m., at the District Lands Office—

‡Mount Palmer—Town 183, 39.1p., £12 10s.

Westonia—Town 54, 1r., £12 10s.; 335, 1r., £10.

ALBANY.

11th April, 1940, at 2.30 p.m., at the Court House—

‡Albany—Sub. 282, 2r. 28p., £10; Sub. 337 and 338, 5a. each, £10 each.

NORSEMAN.

11th April, 1940, at 11 a.m., at the Mining Registrar's Office—

Norseman—Town 152, 319, 1r. each, £12 10s. each; 335, 1r., £10; 411, 418, 1r. 1p. each, £15 each; 413, 414, 415, 416, 417, 610, 1r. each, £12 each.

BRUCE ROCK.

12th April, 1940, at 3 p.m., at the Agricultural Bank—

‡Bruce Rock—Town 82, 1r., £30.

LAWLERS.

12th April, 1940, at 2 p.m., at the Mining Registrar's Office—

‡Agnew—Town 48, 39.1p., £12 10s.

PERTH.

12th April, 1940, at 11 a.m., at the Department of Lands and Surveys—

‡Rockingham—Town 329, 330, 331, 35p. each, £12 each.

‡Coolup—*40, 5a. 2r., £12 10s.; 41, 5a. 2r., £11.

KALGOORLIE.

16th April, 1940, at 2 p.m., at the District Lands Office—

‡Kalgoorlie—Town (Lewis street) 1810, 1r., £12; (Killarney street) 3020, 1r., £15.

‡Hannans Sub. Area (Killarney street) 1F, 1r., £12.

‡Boulder—Town (Johnston street) 739, 1r., £10; (Evans street) 771, 1r., £10; (Claney street) 2472, 20p., £10.

Somerville Suburban Area—*37, 2a. 2r. 13p., £12 10s.; *38, 4a. 2r. 13p., £10.

ONSLow.

17th April, 1940, at 2 p.m., at the Court House—

‡Onslow—Town 307, 1r., £50; 308, 39.1p., £60.

COOLGARDIE.

19th April, 1940, at 11 a.m., at the Mining Registrar's Office—

‡Coolgardie—Town 1312, 27p., £12 10s.; 1561, 1r., £12 10s.

*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.

§Subject to payment of £100 for improvements, if purchased by other than the owner thereof.

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 undermentioned Leases have been cancelled under section 32 of the Land Act, 1933-1939, for non-payment of rent or other reasons:—

Name, Lease No., District, Reason, Corr. No., Plan.
 Balloch, R. (sen.); 12984/68; Kojommp 4810; abandoned; 2500/20; 415/80, F2.
 Balloch, R. (sen.); 12983/68; Kojonup 4828, 4831; abandoned; 2499/20; 416A/40, A2, and 415/80, F2 & 3.
 Brown, M.; 16025/68; Victoria 7880; £359 4s. 11d.; 2992/22; 90/80, F2.
 Carter, H. and Leslie J.; 347/1633; Nelson 11801; non-compliance with conditions; 2380/37; 414C/40, F4.
 Co-operative Bulk Handling, Limited; 3116/596; Bungulla; abandoned; 4665/26; Bungulla Townsite.
 Coumbe, W. H. C.; 16791/68; Avon 23322; £15 3s. 0d.; 157/23; 34/80, E2.
 Cullity, M.; 68/3069; Nelson 7815; £10 12s. 2d.; 726/31; 414C/40, E3.
 Fleming, P. S.; 68/3642; Avon 19938; abandoned; 853/32; 34/80, B4.
 Fry, W. A.; 348/435; Ninghan 3716; £29 11s. 11d.; 1898/34; 66/80, B2 & 3.
 Halbert, R. S.; 68/424; Avon 23196, 16942; £47 10s. 9d.; 1470/28; 4/80, F1.
 Hargreaves, J. D.; 36607/55; Ninghan 587; £77 12s. 0d.; 6447/19; 55/80, D1.
 Hind, E.; 3117/2192; Merredin Lot 127; £9 1s. 6d.; 5763/13; Merredin Townsite.
 McInerheney, M. (Miss); 6240/153; Bonnie Rock Lot 9; £1 4s. 0d.; 1931/32; Bonnie Rock Townsite.
 McInerheney, M. (Miss); 6238/153; Bonnie Rock Lot 10; £1 0s. 0d.; 2568/32; Bonnie Rock Townsite.
 Moir, M. G. (Miss); 347/757; Kent 687, 688; £4 17s. 6d.; 1008/34; 447/80, C2.
 Murray, J.; 60/319; Murray 1361; non-compliance with conditions; 271/32; 380C/40, F4.
 Turner, H. R.; 348/913; Yilgarn 724; abandoned; 2703/37; 36/80, F2.
 Unkovich, I.; 42554/55; part of Jilbadji 378; £152 5s. 10d.; 6080/27; 36/80, E4.
 Unkovich, I.; 13211/56; part of Jilbadji 378; £6 6s. 8d.; 686/28; 36/80, E4.
 Ursino, V.; 3127/445; Dardanup Estate Lot 27; £60 16s. 9d.; 1009/36; 411D/40, B3.
 Williams, R.; 39804/55; Yilgarn 444; £215 2s. 3d.; 476/23; 36/80.

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR LEASING RESERVE No. 19379.

Perth Land Agency.

Grazing Purposes.

Section 32 of the Land Act, 1933-1939.

Department of Lands and Surveys,
Corres. No. 1388/26. Perth, 20th March, 1940.

TENDERS for the leasing of the land comprised within Reserve No. 19379 (Dampawah Experimental Paddock), situated at Dampawah, containing about 10,000 acres, are invited.

The above reserve (excluding stock and plant) will be available for leasing under section 32 of the Land Act, 1933-1939, for a term of five years.

The lease will be granted subject to the conditions that the lessee shall undertake to maintain the improvements in good order and to prevent the introduction of noxious weeds and that the lessee shall take over approximately 100 tons of hay, which is at present on the property, at valuation.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of £100 per annum), indorsed "Tender for Reserve No. 19379 (Dampawah Experimental Farm), shown on Public Plan 121/80, C.1 and 2," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, the 10th April, 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 121/80 C.1 and 2.)

(Sgd.) G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR LEASING RESERVES 9600, 20635, AND 21355.

Beverley Land Agency.

Grazing Purposes.

Section 32 of the Land Act, 1933-1939.

Department of Lands and Surveys,
Corres. 14078/05. Perth, 13th March, 1940.

TENDERS for the leasing of the land comprised within Reserves 9600, 20635, and 21355 (situated near Strathorne) containing about 136 acres, are invited.

The above reserves will be available for leasing under section 32 of the Land Act, 1933-1939, for a term of ten years, subject to the condition that all trees over 9 inches in diameter shall not be destroyed.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of four pounds per annum), indorsed "Tender for Reserves 9600, 20635, and 21355, shown on Public Plan 378B/40, D & E2," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Beverley, on or before Wednesday, 3rd April, 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 378B/40, D & E2.)

G. L. NEEDHAM,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING

Under Part VI. of the Land Act, 1933-1939.

IT is hereby notified that the land described hereunder will be available for general selection under Part VI. of the Land Act, 1933-1939, on and after the date specified:—

WEDNESDAY, 10th APRIL, 1940.

PERTH LAND AGENCY.

Eastern Division.

Ularring District (near Lake Barlee).

Corres. 2354/36. (Plan 35/300.)

That area of unsurveyed land, containing about 75,500 acres, being J. Howells's forfeited Lease No. 395/809; subject to payment for improvements.

WEDNESDAY, 24th APRIL, 1940.

PERTH LAND AGENCY.

North-West Division.

Hardey District (east of the junction of Telfer and Hay Rivers).

Corr. 12451/11. (Plan 93/300.)

That area of unsurveyed land, containing about 36,673 acres, being W. J. Peake's forfeited Pastoral Lease No. 394/934; subject to payment for improvements.

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, 1933-1939, 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, 3rd APRIL, 1940.

GERALDTON LAND AGENCY.

Victoria District (about 13½ miles north-west of Northampton).

Corr. No. 1908/35. (Plan 159C/40, E3.)

Location 6705, containing 770a. 3r. 38p., at 2s. per acre; classification page 6 of 4867/14; subject to the poison being eradicated to the satisfaction of the Minister for Lands, to payment for improvements, and to exemption from road rates for two years from date of approval of application; being B. G. Clifton's forfeited Lease 347/852.

NORTHAM LAND AGENCY.

Avon District (near Barbalin Siding).

Corr. No. 52/37. (Plan 55/80, EF3.)

Location 15343, containing 2,117a. 3r. 28p., at 2s. 6d. per acre; classification page 32 of 52/37; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; being L. G. Jones' forfeited Lease 347/1449.

Ningham District (about 1½ miles south of Kalannie).

Corr. No. 1263/26. (Plan 65/80, B2.)

Locations 2318 and 2436, containing 1,694a. 2r. 21p., at 5s. 3d. per acre; classification page 38 of 2463/25; subject to Agricultural Bank indebtedness; being R. Dehriug's forfeited Leases 20173/68 and 24981/74.

Ningham District (about 9½ miles north of Dalgouring).

Corr. No. 994/32. (Plan 66/80, D1.)

Location 3041, containing 2,531a. 1r. 27p., at 5s. per acre; classification page 14 of 6320/27; subject to payment for improvements. This cancels the previous *Government Gazette* notice applying to this location.

Butcher's Estate—Avon District (near Bruce Rock).

Open under Part V. of the Land Act, 1933-39, as modified by Part VIII.

Corr. 4674/20. (Plan 4/80, F2.)

Location 14871, containing 617a. 2r. 5p.; purchase money—to civilians, £1,983 16s. 5d.; half-yearly instalments, first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£44 12s. 9d.; to civilians, at 5 per cent. p.a.—£49 11s. 11d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£55 6s. 1d.; to civilians, at 5 per cent. p.a.—£58 16s. 8d.; subject to Agricultural Bank indebtedness and to the condition that this location will only be approved to the applicant who satisfies the Land Board that he has the necessary capital and experience to successfully work the holding; being S. J. Bourne's forfeited Lease 20/1640.

Roseholme Estate, Avon District (about four miles north-west of Pope's Hill Siding).

Open under Part V. of the Land Act, 1933-39, as modified by Part VIII.

Corr. 2985/23. (Plan 54/80, A3.)

Location 14132, containing 1,006a.; purchase money—£792 4s. 6d.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£17 16s. 6d.; to civilians, at 5 per cent. p.a.—£19 16s. 1d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£22 1s. 9d.; to

civilians, at 5 per cent. p.a.—£23 9s. 11d.; subject that the pipe line passing over this location is the property of the Government, and to Agricultural Bank, I.A.B. and Minister for Lands' indebtedness; also to a cropping lease which expires 28/2/1941. This location will only be approved to the applicant who satisfies the Land Board that he has the necessary capital and experience to successfully work the holding; being J. Tudor's forfeited Lease 20/2062.

PERTH LAND AGENCY.

Peel Estate (about three miles north-west of Karnup).

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

Corr. 2349/23. (Plan 341D/40, B3.)

Lot 335, containing 40a. 1r. 33p.; purchase money—£129 1s. 0d.; deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£4 3s. 4d.; to returned soldiers, at 4½ per cent. p.a.—£3 18s. 5d.; and Lot 336, containing 45a. 2r. 33p.; purchase money—£124 13s. 6d.; deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£4 0s. 5d.; to returned soldiers, at 4½ per cent. p.a.—£3 17s. 5d.; subject to the conditions applying to this Estate. This cancels the previous *Government Gazette* notices relating to these lots.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about 2½ miles west of Grass Patch).

Corr. No. 1089/29. (Plan 402/80, B & C1 & 2.)

Locations 62 and 1444, containing 500a., at 5s. per acre; classifications pages 31 and 33 of 1089/29; subject to exemption from road rates for two years from date of approval of application; being A. Hoddle's forfeited Leases 55/1568 and 74/693.

THURSDAY, 4th APRIL, 1940.

BRIDGETOWN LAND AGENCY.

Sussex District (about 7½ miles south-east of Busselton).

Open under Part V. of the Land Act, 1933-39.

Corr. 441/37. (Plan 413C/40, E3.)

Locations 1883, 1885, 1886, 1887, and 1889, containing 515a. 3r. 19p.; purchase money—£969; half-yearly instalments over 30 years, including principal and interest:—to civilians, at 5 per cent. p.a.—£30 11s. 9d.; to returned soldiers, at 4½ per cent. p.a.—£28 18s. 9d.; subject to the marketable timber being reserved to the Crown; being R. Maenish and L. P. J. Busquets' forfeited Lease 347/1351.

WEDNESDAY, 10th APRIL, 1940.

KATANNING LAND AGENCY.

Kojouup District (near Nowerellup).

Corr. No. 1690/32. (Plan 407/80, A4.)

Location 8383, containing 543a. 2r. 37p., at 3s. per acre; classification page 5 of 1690/32; and Location 8384, containing 299a. 2r. 27p., at 2s. 6d. per acre; classification page 5 of 1689/32; subject to the poison being eradicated 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 P. J. Quartermaine's forfeited Leases 68/3731 and 68/3730.

NORTHAM LAND AGENCY.

Avon District (about seven miles south-east of Wadderin).

Corr. No. 346/36. (Plan 5/80, D4.)

Location 19304, containing 839a., and Location 19308, containing 556a., at 8s. 6d. per acre respectively; subject to Agricultural Bank, Industries Assistance Board, and wire netting indebtedness, and to a Cropping lease which expires on the 28th February, 1941; being M. Suffren's cancelled application.

Ningham District (about 3½ miles west of Kulja).

Corr. No. 5057/26. (Plan 65/80, C2 & 3.)

Location 2555, containing 289a. 0r. 9p., at 4s. 3d. per acre; classification page 11 of 5057/26; Location 265, containing 840a. 2r. 18p., at 6s. 6d. per acre;

classification page 3 of 28/39; and Location 2636, containing 528a. 3r. 10p., at 5s. 7d. per acre; classification page 7 of 3279/27; subject to Agricultural Bank and Minister for Lands' indebtedness and to a cropping lease expiring 28/2/1941; being H. E. Knapp's forfeited Leases 21942/68, 41225/55, and 23008/68.

PERTH LAND AGENCY.

Peel Estate (about 1½ miles north-east of Karnup).

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

Corres. No. 65/40. (Plan 341D/40.)

Lot 160, containing 123a. 3r. 37p.; purchase money—£101 9s.; first half-year's instalment as deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£3 5s. 4d.; to returned soldiers, at 4½ per cent. p.a.—£3 1s. 5d.; subject to the conditions applying to this estate. This cancels the previous *Government Gazette* notice relating to this lot.

Peel Estate (about 4½ miles west of Serpentine).

Open under Part V. of the Land Act, 1933-39.

Corr. 473/36. (Plan 341/40, C4.)

Lot 368, containing 114a. 2r. 25p.; purchase money—£325; first half-year's instalment as deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£10 11s. 1d.; to returned soldiers, at 4½ per cent. p.a.—£9 19s. 7d.; subject to the conditions applying to this estate; being F. J. Smith's forfeited Lease 347/1011.

Swan District (about 2½ miles north of Mt. Helena).

Corr. No. 2331/37. (Plan 1BC/20.)

Location 2730, containing 60a. 0r. 9p., at 17s. 6d. per acre; classification page 29 of 9805/13; subject to timber conditions and to exemption from road rates for two years from date of approval of application; being H. L. Pratt's forfeited Lease 365/604.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about 2½ miles south-west of Red Lake).

Corr. No. 462/24. (Plans 402/80, B & C1; 392/80, B & C4.)

Locations 40 and 158, containing 1,000a., at 4s. 3d. per acre; classification page 17 of 6966/10; subject to exemption from road rates for two years from date of approval of application; being C. A. Hamdorf's forfeited Leases 40701/55 and 23869/74.

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

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

Location 294, containing 1,000a. 0r. 20p., at 5s. 9d. per acre; classification page 19 of 2605/33; subject to Agricultural Bank indebtedness. This cancels the previous *Government Gazette* notice relating to this location.

Fitzgerald District (about 7½ miles north-west of Dowak).

Corr. No. 1632/29. (Plans 371/80, A4; 392/80, A1.)

Location 561, containing 1,000a. 0r. 21p., at 5s. 9d. per acre; classification page 27 of 3275/22; subject to exemption from road rates for two years from date of approval of application and to mining conditions; being H. L. Green's forfeited Lease 55/1627.

SOUTHERN CROSS LAND AGENCY.

Yilgarn District (about 10 miles east of Bonnie Rock).

Corr. No. 4874/28. (Plans 67/80, C & D3 & 4.)

Location 1220, containing 1,873a. 2r. 31p., at 7s. 6d. per acre; classification page 11 of 1656/28; subject to Agricultural Bank and Industries Assistance Board indebtedness and to mining conditions; being S. J. Tebutt's forfeited Lease 55/1341.

WAGIN LAND AGENCY.

Roe District (about 3½ miles south-east of Buniche).

Corr. No. 224/24. (Plans 388/80, A3; 387/80, F3.)

Location 549, containing 2,697a. 1r. 32p., at 4s. 6d. per acre; classification page 27 of 6226/22; subject to exemption from road rates for two years from date of approval of application; being J. Keighley's forfeited Lease 17594/68.

THURSDAY, 11th APRIL, 1940.

BRIDGETOWN LAND AGENCY.

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

Corr. No. 253/35. (Plan 440A/40, B1.)

Location 2513, containing 234a. 2r. 29p., at 9s. per acre; classification page 15 of 5065/30; subject to timber conditions, to payment for improvements, and to exemption from road rates for two years from date of approval of application; being A. D. C. McQueen's forfeited Lease 365/445.

WEDNESDAY, 17th APRIL, 1940.

NORTHAM LAND AGENCY.

Avon District (near Tammin).

Corr. No. 1900/39. (Plan 26C/40, F4.)

Locations 20535 and 20536, containing 397a. 2r. 25p., at 9s. per acre; classification pages 48 and 49 of 93/12; subject to Agricultural Bank indebtedness; being B. W. McBean's cancelled application.

G. L. NEEDHAM,

Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

Department of Lands and Surveys,
Perth, 27th March, 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:—

Kojouup.

10936/05.

No. 2780: Deviation:—A strip of land, one chain wide (widening in parts), leaving Road No. 6963 at the south-eastern corner of Location 4963 and extending west along part of the north boundary of Location 4174; thence continuing (as shown on Diagrams Nos. 55931 and 60047) along the south boundaries of Locations 4963, 3520, and 5598 and north along part of the west boundary of the last-mentioned location to rejoin the road.

4a. 2r. 26p. being resumed from Kojouup Location 5598.

5a. 0r. 20.7p. being resumed from Kojouup Location 3520.

2a. 2r. 25p., being resumed from Kojouup Location 4963.

12.1p. being resumed from Kojouup Location 4174. (Plan 416D/40, B3.)

Cuballing.

6775/06.

No. 2869: Widenings:—

(1) That portion of Williams Location 3136 bounded by lines commencing at its south-west corner and extending (as shown on Diagram No. 60214) north along its west boundary for a distance of 3 chains; thence 159deg. 31min. 2 chains 33.1 links and 110deg. 27min. 2 chains 33.1 links through said location; thence 269deg. 58min. 3 chains along the south boundary of same to the starting point.

(2) That portion of Williams Location 3536 bounded by lines commencing at its north-west corner and extending (as shown on Diagram No. 60214) 89deg. 58min. 3 chains along its north boundary; thence 251deg. 32min. 3 chains 16.2 links through the said location; thence 359deg. 58min. 1 chain along the west boundary of same to the starting point.

24p. being resumed from Williams Location 3536.

39.1p. being resumed from Williams Location 3136. (Plan 378D/40, C3.)

Cuballing.

8328/12.

No. 4800: Extension:—A strip of land, one chain wide (widening at its commencement and terminus), leaving the terminus of the present road at the south-west corner of Williams Location 2364 and extending (as shown on Diagram No. 60213) north along part of its west boundary to the surveyed road at the north-east corner of Location 4993.

8p. being resumed from Williams Location 2364.

8p. being resumed from Williams Location 4993. (Plan 385A/40, A1.)

Merredin.

563/29.

No. 8212: Widenings:—

(i) Those portions of Nangeenan Lots 150 and 151 and Crown land bounded by lines commencing at the south-western corner of the former lot and extending (as shown on Diagram No. 58855) north-eastward passing along a circular convex arc with a radius of 40.8 and a distance of 72.3 links, and along a line with a bearing of 56deg. 55min. and a distance of 6 chains 47.4 links; thence along a circular convex arc with a radius of 61.3 and a distance of 83.9 links through said lots; thence south-eastward along the south-western side of Robartson street to the northern side of the present road; thence south-westward along said side of the present road to the eastern side of a surveyed road along the south-western boundary of the former lot and north-westward along same to the starting point.

(ii) That portion of Reserve No. 12579 and Nangeenan Agricultural Area Lot 16 bounded by lines commencing at the south-eastern corner of the former and extending 304deg. 52min. 35.4 links along its southern boundary; thence 248deg. 31min. 19.6 links and 80deg. 48min. 7 chains 6.6 links through the said reserve and said Lot 16; thence 248deg. 31min. 6 chains 10 links along the southern boundary of the said lot and 304deg. 52min. 1 chain 45.1 links along its western boundary to the starting point.

1r. 35.3p. being resumed from Nangeenan Agricultural Area Lot 16. (Plan Nangeenan Townsite and 25/80, F2.)

Yilgarn.

1960/29.

No. 10042: Deviation:—A strip of land, one chain wide, leaving the present road at its intersection with the north boundary of Leake Location 3 and extending west outside and along part of its north boundary and south inside and along the west boundaries of Locations 3, 6, 12, and 14 to a surveyed road at the south-west corner of Location 14.

About 12a. 0r. 16p. being resumed from Leake Location 3.

8a. 2r. 15p. being resumed from Leake Location 6.

10a. 0r. 32p. being resumed from Leake Location 12.

10a. 0r. 7p. being resumed from Leake Location 14. (Plan 6/80, B3 and 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.

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.		1940.	
Mar. 13	Eastern Goldfields (Boulder) Technical School—Additions (9040)	(2.30 p.m. on Tuesday) 2nd April	Contractors' Room, Perth, and Public Works Department, Kalgoorlie, on and after Tuesday, the 19th March, 1940.
Mar. 13	Mukinbudin School—Removal of School from Yanoning Rock (9041)	2nd April	Contractors' Room, Perth; Court House, Merredin, and Water Supply Office, Northam, on and after Tuesday, the 19th March, 1940.
Mar. 13	Norseman School—Additions (9042)	2nd April	Contractors' Room, Perth; Public Works Department, Kalgoorlie, and Court House, Norseman, on and after Tuesday, the 19th March, 1940.
Mar. 13	Cannanning—New 20 ft. 0 in. x 20 ft. 0 in. School (9043)	2nd April	Contractors' Room, Perth; Public Works Department, Katanning, and Court House, Narrogin, on and after Tuesday, the 19th March, 1940.
Mar. 27	North Nangeenan School, Erection—Removal of Gatherer School (9045)	16th April	Contractors' Room, Perth; Water Supply Office, Northam, and Court House, Merredin, on and after Tuesday, 2nd April, 1940.
Mar. 27	Waroona Irrigation District—New Offices (9046)	16th April	Contractors' Room, Perth, and Public Works Department, Bunbury, on and after Tuesday, the 2nd April, 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.

W. S. ANDREW,

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.
St. Ives' School	1940. (2.30 p.m. on Tuesday) 9th April	Public Works Department, Perth and Kalgoorlie; Court Houses, Coolgardie and Norseman, from 14th March, 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, 11th March, 1940.

W. S. ANDREW,

Under Secretary for Public Works.

ROAD DISTRICTS ACT, 1919-1939.

Geraldton Road District and Municipality of Geraldton—
Alteration of Common Boundary—Notice of Inten-
tion.

Department of Public Works,
P.W. 1543/38. Perth, 15th March, 1940.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of section 8 of the Road Districts Act, 1919-1939, to alter the common boundary between the Geraldton Road District and the Municipality of Geraldton by severing those portions of the Geraldton Road District described in Schedules A, B, and C hereto and annexing them to the Municipality of Geraldton.

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

Schedule A.

That portion of the Geraldton Road District comprising a portion of Geraldton Suburban Lot 800 and the whole of Lots 801 and 802 bounded by lines commencing on the east boundary of the first-mentioned at its junction with the municipality and extending south along the east boundaries of Lots 800, 801, and 802 and the last-mentioned's prolongation to the north-east corner of Location 8155; thence west along the north boundary of said Location 8155 and its prolongation west to the east boundary of Location 8154; thence north along parts of the east boundaries of Locations 8154 and 9519 to the said municipality; thence east along a southern boundary of the municipality to the starting point.

Schedule B.

That portion of the Geraldton Road District bounded by lines commencing at the junction of the western side of Rowe street with said municipality and extending southward along said side of Rowe street (passing along the eastern boundaries of Geraldton Sub. Lots 917 and 923 to 927, inclusive) and the last-mentioned's prolongation to the north-east corner of Lot 934; thence east to the east side of Rowe street and south along same to the south side of Eliot street; thence west along the said side of Eliot street to the municipality; thence north along an eastern boundary of said municipality to the starting point.

Schedule C.

That portion of the Geraldton Road District, being part of Geraldton State Forest Reserve, bounded by lines commencing on the shore of Port Grey at its junction with the municipality and extending east along part of the south boundary of the municipality and south along part of the western boundary of Victoria Location 181 to the said shore and north-westward along the same to the starting point.

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

ROAD DISTRICTS ACT, 1919-1939.

Augusta-Margaret River Road District—Alteration
of Ward Boundaries.—Notice of Intention.

Department of Public Works,
P.W. 571/36. Perth, 8th March, 1940.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of the Road Districts Act, 1919-1939, to alter the common boundary between the Karridale Ward and the East Ward of the Augusta-Margaret River Road District by severing that portion of the East Ward described in the Schedule hereto and annexing it to the Karridale Ward of the said District.

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

(Sgd.) W. S. ANDREWS,
Under Secretary for Works.

Schedule.

Bounded on northward by a line extending west from the western boundary of the Blackwood Ward to the northern corner of Sussex Location 2719; thence by the north-western boundary of said location and a line extending west from its western corner to the Margaret Ward and on the eastward by part of the western boundary of the Blackwood Ward and part of the northern boundary of the Karridale Ward and on the southward by part of the northern boundary of the latter Ward, and on the westward by part of the eastern boundary of the Margaret Ward.

PUBLIC WORKS ACT, 1902-1933.

P.W. 1054/39 ; Ex. Co. 6 47.

LAND RESUMPTION.

Access to State Forest No. 38, near Manjimup.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Nelson District—have, in pursuance of the written approval and consent of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 21st day of March, 1940, been set apart, taken or resumed for the purposes of the following public work, namely:—Access to State Forest No. 38, near Manjimup.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan P.W.D., W.A., 29122 (L.T.O. Diagram 11573), which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan, P.W.D., W.A., No. 29122	Owner or Reputed Owner.	Description.	Area.
1	George Giblett	portions of Nelson Location 1921 (Certificate of Title Volume 961, Folio 197)	a. r. p. 13 2 37
2	Crown	Crown Land	0 1 8·8

Certified correct this 14th day of March, 1940.

H. MILLINGTON,
Minister for Works.

JAMES MITCHELL,
Lieutenant-Governor in Executive Council.

Dated this 21st day of March, 1940.

P.W. 858/38 ; Ex. Co. 649.

PUBLIC WORKS ACT, 1902-1933.

LAND RESUMPTION.

Metropolitan Water Supply—Wembley 30 in. Main Pipe Line from Subiaco to Wembley.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Swan District—have, in pursuance of the written approval and consent of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 21st day of March, 1940, been set apart, taken or resumed for the purposes of the following public work, namely :—Metropolitan Water Supply Main from Subiaco to Wembley.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan P.W.D., W.A., 29106 (L.T.O. Diagram 11543), which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan, P.W.D., W.A., No. 29106.	Owner or Reputed Owner.	Description.	Area.
1	Subiaco Municipality	portions of Lots 224 and 228 of Swan Location 2123 (Certificate of Title Volume 336, Folio 150)	a. r. p. 0 0 16·2

Certified correct this 6th day of March, 1940.

H. MILLINGTON,
Minister for Works.

JAMES MITCHELL,
Lieutenant-Governor in Executive Council.

Dated this 21st day of March, 1940.

P.W. 1399/39 ; Ex. Co. No. 648.

PUBLIC WORKS ACT, 1902-1933.

LAND ACQUISITION.

Albany Municipality—Drain between Hymus Street and Sanford Road.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Townsite of Albany—have, in pursuance of the written approval and of the consent under section 220 of the "Municipal Corporations Act, 1906-1939," of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 21st day of March, 1940, been compulsorily taken and set apart for the purposes of the following public work, namely :—Drain between Hymus Street and Sanford Road, Albany.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are marked off and more particularly described and shown coloured green on Plan, P.W.D., W.A., 29072 (L.T.O. Diagram 11510), which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan, P.W.D., W.A., No. 29072	Owner or Reputed Owner.	Description.	Quantity.
1	Harry Steele	portion of Albany Suburban Lot 43 (Certificate of Title Volume 583, Folio 123)	a. r. p. 0 0 25·1
2	John Moir, Constantine Stephen John Baesjon and Edward Sydney Moir, Executors of the will of Alexander Moir, deceased	portion of Lot 39 of Albany Suburban Lot 44 (Certificate of Title Volume 25, Folio 312)	0 0 9·2

Certified correct this 14th day of March, 1940.

H. MILLINGTON,
Minister for Works.

JAMES MITCHELL,
Lieutenant-Governor in Executive Council.

Dated this 21st day of March, 1940.

PUBLIC WORKS ACT, 1902-1933.

P.W. 1470/39 ; Ex. Co. No. 650.

LAND ACQUISITION.

Albany Municipality—Drainage between View and Grey Streets.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Townsite of Albany—have, in pursuance of the written approval and of the consent under section 220 of the "Municipal Corporations Act, 1906-1939," of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 21st day of March, 1940, been compulsorily taken and set apart for the purposes of the following public work, namely :—Drainage between View and Grey Streets, Albany.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are marked off and more particularly described and shown coloured green on Plan, P.W.D., W.A., 29107 (L.T.O. Diagram 11536), which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan P.W.D., W.A., No. 29107.	Owner or Reputed Owner.	Description.	Quantity.
1	The Perpetual Executors Trustees and Agency Company (W.A.) Limited, executor of the will of Charles James Montgomery, deceased	Lot 1 of Albany Town Lots 254 and 255 (Certificate of Title Volume 885, Folio 122)	a. r. p. 0 2 4.9

Certified correct this 14th day of March, 1940.

H. MILLINGTON,
Minister for Works.

JAMES MITCHELL,
Lieutenant-Governor in Executive Council.

Dated this 21st day of March, 1940.

PUBLIC WORKS ACT, 1902-1933.

P.W. 1246/39 ; Ex. Co. No. 651.

LAND ACQUISITION.

Perth Road Board—Recreation Ground and Drainage at Scarborough.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Swan District—have, in pursuance of the written approval under the "Road Districts Act, 1919-1934," and the "Public Works Act, 1902-1933," of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 21st day of March, 1940, been compulsorily taken and set apart for the purposes of the following public work, namely :—Recreation Ground and Drainage at Scarborough.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are marked off and more particularly described and shown coloured green on Plan, P.W.D., W.A., 29100 (L.T.O. Diagram 11564), which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan, P.W.D., W.A., No. 29100.	Owner or Reputed Owner.	Description.	Quantity.
1 and 2	Sisters of Mercy Victoria Square Perth Incorporated	portions of Swan Location 533 (Certificate of Title Volume 1062, Folio 909)	a. r. p. 16 1 12

Certified correct this 14th day of March, 1940.

H. MILLINGTON,
Minister for Works.

JAMES MITCHELL,
Lieutenant-Governor in Executive Council.

Dated this 21st day of March, 1940.

THE WATER BOARDS ACT, 1904.

Narrogin Water Area—Notice.

BY virtue of the provisions of the Water Boards Act, 1904, notice is hereby given to all parties interested that the sum of £22 10s. has now been due and unpaid for twelve months in respect of rates made and assessed by the Minister for Water Supply, Sewerage, and Drainage, exercising the powers of a Water Board for the Narrogin Water Area under the said Act, upon the land, being Narrogin Lots 730 and 731, containing 2 acres 1 rood 4 perches or thereabouts, and being the land comprised in Certificates of Title registered Volume 1013, Folio 149, and Volume 1013, Folio 150, and standing in the name of George Henry Hewitt, of Narrogin, labourer, and payment of the said sum is now required; and the owner of the said property, and all other per-

sons interested therein, are hereby warned that, in default of payment of the said sum of £22 10s., together with all expenses caused by the non-payment of the same, on or before the 17th day of April, 1940, to the Under Secretary for Water Supply, Public Works Department, Perth, or an officer duly authorised by him to receive moneys on his behalf, a petition will be presented by the said Minister to the Supreme Court, praying the said Court to order the said property, or a competent part thereof, to be sold, pursuant to the provisions of the said Act.

Dated this 14th day of March, 1940.

H. MILLINGTON,
Minister for Water Supply,
Sewerage, and Drainage.

MUNICIPAL CORPORATIONS ACT, 1906-1939.

Municipal Council of Collie—Building By-law.

P.W. 148/39.

IN pursuance of the powers in that behalf contained in Parts VIII. and XV. of the Municipal Corporations Act, 1906-1939, the Mayor and Councillors of the Municipal Council of Collie doth hereby make the following by-law:—

Part I.—Introductory.

(1) This by-law is divided into Parts, as follows:—

Part I.—Introductory:	Clause
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- Schedule 1.—Application Form for Building License.
- Schedule 2.—Building License.
- Schedule 3.—Scale of Fees.
- Schedule 4.—Non-inflammable Materials.

(2) All by-laws made heretofore by the Municipal Council of Collie, with reference to the matters hereinafter contained, are hereby repealed.

(3) This by-law shall apply to the whole of the Municipality of Collie.

(4) This by-law shall come into operation immediately upon its confirmation and approval by the Governor in Executive Council and its subsequent publication in the *Government Gazette*.

(5) In the construction of this by-law unless the context otherwise requires—

- “Act” means the Municipal Corporations Act, 1906, and amendments.
- “Alteration” means any work made or done for any purpose in, to, or on a building (except that of necessary repairs not affecting the construction of any external, cross, or party wall), or any change in the purpose for which any building or erection or any part thereof shall be used.
- “Approved” means approved by the Council in writing or (in case where the surveyor is authorised by the Council so to do) approved by the surveyor in writing.
- “Basement” shall mean any storey or part of any storey of a building which is under the ground storey and to be occupied or suitable to be occupied by human beings in the ordinary course of business and/or dwelling.
- “Build” means and includes erect, build, or construct, or cause or allow to be erected, built, or constructed.
- “Building” means and includes erection, structure, detached room, outbuilding, hoarding and every structure of whatever kind capable of affording protection or shelter, either roofed or intended or adapted to be roofed, and whether enclosed by roofs or not, and every part of such structure and any addition or alteration thereto.

“Buildings of the domestic class” shall include all buildings subject to small vibration and light loading of floors, such as dwelling-houses, but shall not include public buildings or buildings of the warehouse class.

“Buildings of the warehouse class” shall include all buildings subject to vibration and heavy loading of floors such as warehouses, factories, mills, and places for the storage or manufacture of goods, but shall not include public buildings or buildings of the domestic class.

“Builder” means the master builder or other person employed to execute any work, or, if there is no master builder or other person so employed, then the owner of the building or other person for whom or by whose orders such work is to be done.

“Council” means the Municipal Council of Collie.
 “Dwelling-house” means a building used, constructed, or adapted to be used wholly or in part for human habitation.

“Fire-resisting” or “non-inflammable” materials shall mean the materials specified in Schedule 4 hereof.

“Flat” means a room or suite of rooms occupied or designed, intended or adapted to be occupied as a separate domicile, or rented or let as such.

“Floor area” applied to a building shall mean the aggregate superficial areas of so many horizontal sections thereof as there are floors in the said building. The horizontal section of each floor shall be made at the point of its greatest surface dimensions, inclusive of external walls and of such portions of party walls as belong to the building, and also of all verandah and balcony floors, covered ways, and light courts. A verandah or other projection over a street or way shall be deemed to have a floor area of the area covered.

“Habitable room” means any living room, and includes all rooms intended or adapted to be used for the purpose of sleeping or eating or the cooking of food.

“Main rooms” mean and include all rooms used or intended to be used as bedrooms, dining rooms, ordinary living rooms, or kitchens.

“Non-inflammable” materials see “Fire-resisting” herein.

“Residential flat building” means a building containing two or more flats, but does not include a row of two or more dwellings attached to each other, such as are commonly known as semi-detached or terrace buildings.

“Road” and “street” mean and include every thoroughfare which the public are allowed to use, being 66 feet or more in width.

“Shop” means a building in which goods are regularly offered or exposed for sale, or in which meals or refreshments are regularly offered or provided for payment, and also includes the saloons or shops of barbers and hairdressers, and offices of agents and auctioneers, and other businesses or trades. A *bona fide* private boardinghouse shall not be included in this definition by reason only of the fact that meals or refreshments are occasionally supplied for payment to persons other than boarders.

“Street,” see “road.”

“Surveyor” means the person appointed by the Council for the time being as a building surveyor or acting building surveyor, for the Collie Municipal District, or such other officer of the Council having for the time being the administration of this by-law, or, failing such appointment, the Council.

“Walls”—

“Divisional wall” means a wall (other than an external or party wall) which subdivides any floor of a building and carries any load in addition to its own dead weight.

“External wall” means an outer wall of a building, not being a party wall, even though adjoining a wall of another building.

“Partition wall” means a wall subdividing any floor and not carrying any load other than its own dead weight.

“Cross-wall” means an internal wall joining or uniting two external walls.

“Wood” or “wooden building” means buildings of wood or having wooden frames.

Part II.—Applications, Plans, Notices and Fees.

(6) Every person intending to erect any building or alter or add to any building within the municipality of Collie, shall, before commencing to erect, alter, or add to the same, make application in the form provided in Schedule 1 of this by-law, and deposit with the surveyor two sets of drawings, showing the plans, elevations, and sections (with full details of structural steel work and reinforced concrete) of such proposed building, addition, or alteration, together with full and complete specifications, in duplicate, of the work proposed to be done, including full particulars of the nature and dimensions of materials, and whether new or secondhand, and, if the latter, to identify, to enable the surveyor to inspect the same. Where the building, addition, or alteration is under contract, the contract price shall be stated in the application, but otherwise, the cost of construction shall be submitted in writing to the surveyor within 14 days after completion. Where only portion of the work for which a permit is sought is to be performed on contract, the same shall be clearly set out in the application and specifications. One set of such drawings and specifications shall remain in the office of the surveyor as a permanent record. A locality plan, showing the position occupied or to be occupied by such building, shall at the same time be deposited with the surveyor, which plan shall remain permanently in his custody.

(N.B.—In the preparation of applications, plans, and notices for proposed buildings, additions or alterations, regard should be had to the provisions of sections 81, 82, 122, and 123 of the Health Act, 1911-26, and sections 1 and 2 of Part 1 of the regulations made thereunder; and to the provisions of section 296 and 296a, of the Municipal Corporations Act, 1906, as amended by section 30 of the Municipal Corporations Act Amendment Act, 1938.)

(7) All plans and drawings shall be prepared in the manner hereafter provided:—

(a) All drawings shall be on drawing paper, tracing cloth, or sun print, of at least 15 inches by 22 inches in size. The drawing shall consist of complete plans of every storey, elevations of external fronts and showing heights of storeys, depths of foundations, construction of walls, roofs, floors, etc., all clearly figured and dimensioned in feet and inches; also a locality plan showing location of proposed site, with cardinal or north point, showing the size and shape of the lot on which it is proposed to erect, alter, or make additions to the building, the position of the proposed building, and any building or buildings already on the lot, and the position and size of any existing drains or sewers, and the position, size, depth, and gradients of all proposed drains or sewers, and the position of inlet traps and ventilators. All sizes and positions shall be figured and shown on the locality plan. Existing sewers shall be shown in black full lines and the existing storm-water drains by broken lines thus - - - - -. All proposed drains for sewerage shall be shown in green full lines and the proposed storm-water drains in red full lines.

(b) Existing buildings shall be coloured “blue” and proposed new buildings shall be coloured “pink” on the locality plan.

(c) The locality plan shall be drawn to a scale of sixteen feet to one inch. General drawings shall be drawn to a scale of not less than eight feet to one inch, and details to a scale of not less than four feet to one inch.

(d) When a locality plan has already been lodged for the site, the insertion of the new additions or alterations will be sufficient. The existing plan can be seen at the surveyor’s office.

(e) All plans, drawings, and specifications must be signed by the builder or his duly authorised agent.

(8) No person shall commence to erect, alter, or add stamping the plans and specifications with his official to any such building until the surveyor shall have signified his approval of such plans and specifications by stamp, showing the number of the application, the date of his approval, and his written signature, and shall also have issued the license referred to in the clause next following.

(9) On the approval of the surveyor being so given, and on payment of the prescribed fees, a license in the Form of Schedule 2 to this by-law shall then be issued by the surveyor to the builder or his agent.

(10) The scale of fees, more particularly specified in Schedule No. 3 to the by-law, shall be the scale of fees to be paid by owners, builders, or other persons in respect of any orders, licenses, matters, and things required or permitted by the said Act or by this by law.

(11) No building shall be demolished or removed without the consent in writing of the surveyor first had and obtained.

(12) A permit granted hereunder shall lapse and be of no effect unless the works for which such permit was granted are commenced within six months, and completed within twelve months of the date thereof.

Part III.—Building Sites.

(13) No person shall build a dwelling-house, unless the site or curtilage of such dwelling-house has a superficial area of at least 6,000 square feet and has a clear frontage to a road or street of not less than 50 lineal feet, and every such dwelling-house shall face towards the road or street hereinbefore mentioned. Provided, however, that the provisions herein relating to area and frontage, shall not apply to subdivisions of lesser dimensions which had been officially approved and registered prior to this by-law coming into force.

(14) At least one-half of the area of any site on which a dwelling-house is erected shall be left open and un-built on and for the exclusive use of the occupiers of the buildings erected upon such allotment.

(15) No dwelling-house, and no addition to any dwelling-house, shall be built within a distance of twenty feet measured horizontally from the building line of the street or road the dwelling-house is intended to face, pursuant to the provisions of section 13 hereof, nor within a distance of three feet, measured horizontally of the side boundaries of the site on which such dwelling-house is intended to be erected. And no buildings shall be erected between any dwelling-house and the building line of the street, unless it is an authorised business or commercial structure joined on to and made an integral part of the dwelling.

(15a) Wherever in clauses 13, 14 and 15 hereof the term “dwelling-house” is used it shall be deemed to include only the following building:—

(a) buildings to be used as private residences but not including the residential portion of a building to be erected primarily for commercial purposes; and

(b) buildings to be used as boarding or lodging-houses; and

(c) buildings to be used as residential flats but not including residential flats constructed other than on the ground floor of a building erected primarily for commercial purposes.

(16) Only one dwelling-house or residential flat shall be built on the one allotment. The building of semi-detached dwelling-houses is prohibited.

Part IV.—Materials.

(17) All materials used in any building must be of good quality and fit for the purpose for which they are used. Whether or not materials conform to this Part of this by-law shall be within the sole jurisdiction of the surveyor. The surveyor shall have power to condemn and to order the removal of, or to remove at the expense of the builder, any materials which in his opinion are not suitable for the purpose for which they are intended to be or have been used. No person shall attempt to use any materials so condemned for any building alteration or addition.

(18) No old or second-hand materials shall be used, unless previously inspected and approved in writing by the surveyor.

(19) In particular:—

“Bricks” shall be good, hard and well burnt, and, when second-hand, shall be whole and thoroughly cleaned.

“Sand” used for mortar or concrete shall be clean and sharp and free from loam, dirt, salt or organic matter of any description.

“Mortar”—

“Lime mortar” shall consist of freshly burnt lime of good quality and properly slaked and sand in the proportion of at least one part of lime to three parts by measure of sand.

“Cement mortar” shall consist of at least one part of good quality cement to five parts by measure of sand.

“Timber”—

All timber used in any buildings shall be good and sound, and in particular shall be free from rot, large or loose knots, shakes, or any other imperfections whereby the strength or durability may be impaired. The dimensions and spacing hereunder set out refer to jarrah or other approved hard wood.

The dimensions and spacing of all timber used shall be not less than the following:—

“Stumps”—4 inches x 4 inches: Spacing 4 feet centre to centre. To be sunk in ground 18 inches. To be tarred from 6 inches above ground surface down. To be topped with galvanised iron ant stops projecting 1½ inches on all sides.

“Sole plates”—12 inches x 6 inches x 1 inch: Not essential where approved solid natural foundation.

“Floor bearers”—4 inches x 3 inches: Spacing 6 feet centre to centre. Floor bearer required directly under every wall or partition.

“Floor joists”—3 inches x 2 inches: Spacing 18 inches centre to centre.

“Top and bottom plates”—3 inches x 2 inches.

“Flooring”—1 inch thick.

“Studs”—3 inches x 2 inches: Spacing 2 feet centre to centre.

“Ceiling joists”—3 inches x 2 inches: Spacing 2 feet centre to centre.

“Ceiling hangers”—7 inches x 1¼ inches: Spacing 7 feet centre to centre.

“Purlins”—3 inches x 1½ inches (iron roof), 4 inches x 3 inches (tile roof).

“Under purlins”—3 inches x 2 inches (iron roof), 4 inches x 3 inches (tile roof).

“Collar ties”—3 inches x 2 inches.

“Rafters”—Iron roof: 3 inches x 2 inches. Spacing 3 feet centre to centre. Tile roof: 4 inches x 2 inches. Spacing 2 feet centre to centre. To be properly braced with purlins and collar ties.

“Ridge”—6 inches x 1 inch.

“Hips”—6 inches x 1 inch.

“Fascia”—8 inches x 1 inch.

“Weatherboards”—1¼ inch lap.

“Stays”—2 inches x ¾ inch. (Studs 3 x 2), 3 inches x ¾ inch (stays 4 x 2).

“Struts”—3 inches x 2 inches (iron roof), 4 inches x 3 inches (tile roof).

“Vermin plate”—3 inches x 2 inches.

No framing timber shall be notched or checked out to receive bracing or otherwise so as to reduce its cross-sectional area more than one-sixth.

Part V.—Construction.

(20) (a) Every person who shall erect a building of brick, stone, or the like shall construct every wall of such building, unless built upon a hard rock foundation, to rest upon proper footings, or upon a sufficient beam.

(b) He shall cause the projection of the bottom of the footing on each side of such wall to be at least equal to one-half the thickness of the wall at its base, unless an adjoining wall interferes, or unless the wall is upon the boundary of the land, in which case the projection may be omitted on the side of the boundary or where the wall adjoins.

(c) He shall also cause the diminution of the footings to be in regular offsets, unless the footings be of concrete.

(d) The height from the bottom of such footings to the base of the wall shall be at least equal to two-thirds of the thickness of the wall at its base. Provided that, when the footings are of reinforced concrete, the surveyor may permit the height to be less; and provided further, that it shall not in any case be less than nine inches.

(21) (a) Every wall or fireplace of brick, stone, or similar material shall have a damp-proof course or courses of asphalt, distilled tar and hot sand, or other approved impervious material, at least six inches above the surface of the ground below the lowest floor, and in cases where it is not desirable to place the same throughout the building at the one uniform level, then the said damp-proof course must be laid in horizontal layers connected at the end by a vertical course of the same materials, and shall not be less than one-half inch thick.

(b) Damp-proof course shall be inserted in such walls and/or fireplaces to their full width and in such manner that there shall be no open spaces, cracks, or gaps in the damp-proof courses along the full length of such walls and/or fireplaces.

(22) (a) If built of brick, stone, concrete, or the like, the external walls shall, except where herein provided to the contrary, be not less than nine inches in thickness. Provided that the walls of sheds, laundries, outhouses, and the like, not exceeding eight feet in height, may, if the surveyor so permit, be of four and one-half inches thick.

(b) Cavity walls may be built, provided the two sections are securely tied together by a sufficient number of wire ties or other effective method, and, when used, the combined thickness of the inner and outer parts shall be deemed to be the thickness of the wall.

(c) Bottoms of all cavities shall be carefully raked out before the completion of the building and all ties kept free from mortar droppings.

(d) Where cavity walls are used, weep-holes shall be left at foot of cavity, not more than six feet apart, and over all damp-proof courses, inserted to protect walls, weep-holes shall be left not more than three feet apart.

(e) The cavity shall not exceed 2 inches or be less than 1 inch.

(23) No external wall in a building of the domestic class in brick, stone, or concrete, or cement block, shall have less than the thickness prescribed in the following Table A:—

TABLE A.

Length of Wall:	No. of Storeys	Thickness of Wall, in inches.
Walls built with lime mortar:		
Not exceeding 30 feet	1	9
	2	9
Exceeding 30 feet	1	13½
	2	13½
Walls built with cement mortar:		
Not exceeding 30 feet	1	9
	2	9
Exceeding 30 feet	1	9
	2	13½

(24) If any storey in a building of the domestic class exceeds in height eighteen times the thickness prescribed for the walls of such storey, the thickness of each external and party wall throughout such storey shall be increased to one-eighteenth part of the height of the storey, and the thickness of each external and party wall below that storey shall be in-

creased to that thickness, but any such additional thickness may be confined to piers, properly distributed, of which the collective widths amount to one-fourth part of the length of the wall. No increase in thickness of brick walls shall be less than four and one-half inches.

(25) The height of any storey in a building of the domestic class may be twenty times the thickness of the walls prescribed for such storey if built with cement mortar.

(26) The external and party walls of buildings of the warehouse class, if made of brick, stone or concrete, or cement block, shall be made of not less thickness than that specified in the following Table B:—

Length of Wall:	No. of Storeys.	Thickness of Wall, in inches.
Walls built with lime mortar:		
Not exceeding 75 feet	1	13½
	2	18
	3	18
Exceeding 75 feet	1	18
	2	18
	3	22½
Walls built with cement mortar:		
Not exceeding 75 feet	1	13½
	2	18
	3	18

(27) Walls in buildings of the warehouse class under seventy-five feet in length may be constructed nine inches thick, provided they are strengthened with four and a half-inch piers equally spaced, of which the collective widths amount to one-fifth of the length of the wall. The height shall not exceed twelve feet, when built with lime mortar, or thirteen feet six inches, when built with cement mortar.

(28) The thickness of walls in buildings of the warehouse class under twenty feet in length may be two-thirds the thickness required for external or party walls, as stated in Tables A and B, but in no case less than nine inches.

(29) If in any storey of a building of the warehouse class, the thickness of the wall as determined by the provisions of this Part of this by-law is less than one-sixteenth part of the height of such storey, the thickness of the wall shall be increased to one-sixteenth part of the height of the storey, and the thickness of each external and party wall below that storey shall be increased to that thickness, but any such additional thickness may be confined to piers properly distributed, of which the collective widths amount to one-fifth part of the length of the wall. No increase in thickness of brick walls shall be less than four and one-half inches.

The height of any storey built in cement mortar may be eighteen times the thickness prescribed for such storey.

(30) Walls are deemed to be divided into distinct lengths by return walls, and the length of every wall is measured from the face of one return wall to the face of another, provided that such return walls are external, party, or cross-walls of the thickness required by this Part of this by-law and bonded into the walls so deemed to be divided.

(31) The thickness of a cross-wall shall not be less than two-thirds of the thickness hereinbefore required for an external or party wall of the same dimensions and belonging to the same class of building, but never less than nine inches, and no wall subdividing shall be deemed to be a cross-wall, unless it is carried up to the plate level of the topmost storey, and unless in each storey the aggregate extent of the vertical faces or elevations of all the recesses, and that of all the openings therein taken together does not exceed one-half of the whole extent of the vertical face or elevation of the wall. If a cross-wall is carried on a girder across the ground storey and is supported by piers to the satisfaction of the surveyor it shall be deemed to be a cross-wall in accordance with this by-law. But in one-storey buildings of the domestic class, four and one-half inch cross-walls will be permitted, provided the unsupported length of any wall does not exceed twenty-five feet.

(32) Wherever a cross-wall becomes in any part an external wall, the external portion of such cross-wall shall be of the thickness required for an external wall of the same height and length belonging to the same class of building, but no portion of such cross-wall shall be of less thickness than is required for the external portion thereof.

(33) (1) All external bearing walls shall be constructed in such manner as may be approved by the surveyor and shall be of brick, stone, concrete or cement block, or such other materials, as the Council may by resolution approve. All walls shall not be less than 4½ inches thick, unless the Council for any subsequently approved material shall otherwise direct

(2) Unless with the consent of the surveyor every wall, unless carried on a bressummer, shall have footings, and such footings shall be of at least twice the thickness of the wall resting upon it

(34) No isolated brick or stone piers shall exceed in height eight times the least diameter of same, if built of lime mortar, and twelve times, if built of cement mortar.

(35) Where the external wall of any building is erected on the boundary of the land on which the same stands, or where the overhanging eaves or gutter of any building would be within two feet of such boundary, then the external wall of such building shall be carried up to form a parapet fifteen inches at the least in height above the roof or above the highest part of any flat or gutter, as the case may be.

In buildings of the warehouse class the thickness of such parapet shall be equal to the thickness of such wall in the topmost storey, and in any other building of a thickness of nine inches at least.

(36) Every party wall shall be carried up for a height of fifteen inches above the roof, measured at right angles to the slope thereof, or fifteen inches above the highest part of any flat or gutter, as the case may be, and of a thickness (in buildings of the warehouse class) equal to the thickness of such wall in the topmost storey, and in any other building of a thickness of eight and a half inches at the least: Provided, however, that in the case of domestic buildings where not more than two buildings are erected under one roof, it shall be sufficient if the party wall is carried up at least eight and a half inches in thickness to the underside of the roof covering, and such roof covering of iron, slate, or other material must be bedded in good mortar to the satisfaction of the surveyor, and the top of such party wall shall not be hidden from view and the top wall shall not be hidden from view until it has been approved of by the surveyor.

(37) Every party wall shall be carried up of the thickness aforesaid above any turret, dormer, lantern light, or other erection of combustible materials fixed upon the roof or flat of any building within four feet from such party wall, and shall extend at the least fifteen inches higher and wider on each side than such erection; and every party wall shall be carried up above any part of any roof opposite thereto and within four feet therefrom.

(38) The interior of all walls and ceilings of every building which is intended to be used or shall or may be used as a dwelling-house shall be constructed of plaster, plaster sheets, or of approved wood, or fire-resisting materials.

(39) The roof of every building shall be constructed of tiles, slates, metal or other material approved by the surveyor.

(40) Buildings shall not be united, except where they are wholly in one occupation, but doorways may be allowed in party structures opening on to staircases, landings, or passages, provided they are protected with iron-cased or tin-clad doors. Such doors shall be hung so as not to block the staircases, landings, or passages.

(41) Buildings shall not be united if, when so united and considered as one building only, they would not be in conformity with the provisions of this by-law.

(42) Whenever any buildings which have been united cease to be in one occupation, all openings made for the purpose of uniting the same in any party wall between the buildings or in any external wall, where such wall is over eight and one-half inches in thickness, shall be stopped with material similar to that of which the wall is constructed, or material approved by the surveyor, and not less than nine inches thick. Openings in all other walls shall be stopped as above to the full thick-

ness of the wall. Any timber placed in the wall shall be removed if it would no longer comply with the provisions of this by-law.

(43) Whenever any buildings which have been united cease to be in one occupation the owner thereof, or, if the buildings are the property of different owners, then each of such owners, shall forthwith give notice to the surveyor, and shall cause any openings made in the party or external walls to be stopped, as provided in the last preceding clause.

(44) Buildings shall be deemed to be united when any opening is made in the party wall or the external walls dividing such buildings, or when such buildings are so connected that there is access from one building to the other without passing into the open air, provided that buildings shall not be deemed to be united when they are connected only by an open gangway.

(45) Unless in any case the surveyor otherwise allows where a party or external wall not in conformity with this by-law has been taken down, burnt, or destroyed to the extent of one half thereof (measured in superficial feet), every remaining portion of the old wall not in conformity with this by-law shall either be made to conform therewith or be taken down before the rebuilding thereof.

(46) Every addition to or alteration of a building and any other work made or done for any purpose in or upon a building (except that of necessary repairs not affecting the construction of any external, cross or party wall) shall, so far as regards such addition or alteration or other work, be subject to the provisions of this by-law relating to new buildings.

(47) The main rooms in all buildings shall be in every part not less than ten feet from floor to ceiling and shall have a minimum area of one hundred square feet. The minimum height for other rooms and erections shall be eight feet from floor to ceiling. In case of buildings of more than one storey, living rooms wholly or partially in the roof may be not less than eight feet six inches in height from floor to ceiling over two-thirds of the floor area.

(48) All rooms in a building intended to be used as a dwelling shall have one or more windows opening directly into the external air, the area of such windows to be equivalent to at least one-tenth of the floor area, and shall be ventilated by ventilators communicating directly with the outside air placed near the ceiling of each room, and of an area in accordance with the Health Act and regulations.

(49) The provisions of this Part of this by-law relating to the height, lighting and ventilation of main rooms in dwellings shall, as far as applicable, apply to all shops, save that the windows need not be constructed so as to open if other approved provisions for ventilation be made and that the minimum height of walls in shops shall be twelve feet.

(50) Floors shall be fixed level, and in all buildings the floor immediately above the ground, if of wood, shall have a space of not less than six inches between the ground and the underside of the bearers.

(51) The space under the ground floor of every building shall have a sufficiency of openings through all walls under the floor thoroughly to ventilate the same.

(52) Roofs, gutters, and flashings of any building, and of any projection therefrom, and also balconies, verandahs, and shop fronts, shall be so arranged and constructed and supplied with gutters and pipes as to prevent the water therefrom dropping or running over any public way. All such pipes, gutters, and flashing shall be made of metal or other approved material and shall be maintained in good condition.

(53) Waste water pipes from baths, sinks, and wash-troughs shall be of wrought iron, with trap fittings at all right angles.

(54) All buildings shall be provided with pipes, in accordance with the regulations under the Health Act, for carrying off rainwater from the roof thereof, to at least two feet clear of the foundations.

(55) The lowest part of the frieze or rails of any portico or verandah projecting over the footway of any road shall in no case be of less height than nine feet above the level of the outer edge of the footway. No openings shall be made in the roof of such verandah for the purpose of affording light, unless such opening be properly framed and glazed with approved glass, protected underneath with a fine mesh wire netting or armoured glass to the satisfaction of the surveyor.

(56) Shop windows intended to be used for the display of goods or business advertisements shall be subject to the approval of the surveyor.

(57) No signboard, hanging lamp, or other fixture shall be erected on or attached to any building or verandah projecting over any road unless the permission in writing of the Council be first obtained. Each such signboard, hanging lamp, or other fixture shall be of material, construction, and design approved by the surveyor, and shall be in no part less than eight feet six inches above the level of the footpath or road. No signboard shall exceed in depth three feet nor, unless attached to a verandah, project over the footpath or road.

(58) Chimneys shall be built on solid foundations and to the satisfaction of the surveyor.

(59) An arch of brick or stone or other approved material of sufficient strength shall be built over the opening of every chimney to support the breast thereof. Every camber arch shall have the abutments tied in by an iron bar or bars of sufficient strength, turned up or down at the ends and built into the jamb for at least four and a half inches on each side, unless otherwise approved by the surveyor.

(60) The jambs of every fireplace opening shall extend at least nine inches on each side of the opening thereof.

(61) The breast of every chimney shall be of incombustible material, at least four inches in thickness, and the brickwork surrounding every smoke flue shall be at least four and a half inches in thickness.

(62) The back of every fireplace opening in party or internal walls from the hearth up to a height of twelve inches above the lintel or arch shall be brickwork at least nine inches thick, or shall be reinforced concrete six inches thick. No flue shall be within two inches of the centre line of any party wall.

(63) The thickness of the upper side of every flue when its course makes with the horizon an angle of less than forty-five degrees shall be at least nine inches.

(64) Every chimney flue or chimney shaft shall be carried up in brick or stonework at least four inches thick throughout to a height of not less than eighteen inches above the roof, flat, or gutter adjoining thereto, measured at the highest point in the line of junction with such roof, flat, or gutter.

(65) The highest six courses of every chimney stack or shaft shall be built in cement mortar.

(66) The hearth or slab of every chimney shall be bedded wholly on brick, stone, or other incombustible substance, and shall, together with such substance, be solid for a thickness of four inches at least beneath the upper surface of such hearth or slab.

(67) A flue shall not be built in, or against, any party structure or existing wall, unless it is surrounded with good, sound brickwork or other approved material, at least four and a half inches in thickness, properly bonded to the satisfaction of the surveyor.

(68) A chimney-breast or shaft, built with or in any party wall, shall not be cut away, unless the surveyor certifies that it can be done without injuriously affecting the stability of any building.

(69) The floor or roof over any room or enclosed space in which a furnace is fixed, and any floor within eighteen inches from the crown of an oven shall be constructed of fire-resisting materials.

Part VI.—Miscellaneous.

(70) Save as in this clause otherwise provided, the external walls of all buildings upon any building site or block facing Throssell street or Forrest street, or facing Harvey or Steere streets, between Medic and Wittenoom streets, or facing Johnston street between Harvey and Steere streets as to such part or parts thereof as shall be within forty (40) feet of the building line of the street in which it is erected shall be built of brick, brick veneer, stone or concrete or other similar material approved by resolution of the Council.

(71) When any fence abutting on or within ten feet of any road or public place is in a dangerous or unsightly state, the Council may, by notice in writing to be served on the owner of such fence, require such owner within 14 days from the receipt of such notice to take down or repair such fence, and such owner shall comply with such notice.

(72) No person shall construct any building without providing convenient means of access to the roof by man-holes or otherwise.

(73) This by-law shall not apply to any outbuilding having a floor area of less than 100 square feet, or to an outbuilding irrespective of size, if such outbuilding is on an area of not less than five acres used for agricultural or similar purposes only, or to temporary and removable offices and sheds used by builders during the construction of any building at or about the site of such building for a period not exceeding twelve months.

(74) Where anything by this by-law is directed to be done or forbidden to be done, or where authority is given to any officer to direct anything to be done or to forbid anything to be done, and such act so directed to be done remains undone, or such act forbidden to be done is done, in every such case the person making such default as to such direction and prohibition respectively shall be deemed guilty of a breach of this by-law. And every person guilty of a breach of this by-law shall be liable for every such offence, besides any costs which may be incurred in the taking of proceedings against such person guilty of such offence, as well as any costs or expenses which may be incurred in the execution of the work directed to be so executed and not so executed, to a penalty not exceeding twenty pounds for every breach of any such by-law, or to a penalty not exceeding two pounds for each day during which such breach shall be committed or continued.

(75) Any person not satisfied with any ruling of the surveyor hereunder, where the surveyor for the time being is an official of the Council, shall have the right to appeal from his decision to the Council at its meeting next following the ruling complained of.

APPENDIX.

Schedule 1.

Application Form.

To the Surveyor,

Municipal Council of Collie.

As the builder or person causing and directing the under-mentioned work to be executed, I hereby apply for a Building License for same:—

The following are the particulars of the proposed work:—

- Situation of building or structure.
Street..... Number.....
Collie town lot.....
Subdivision (if any).....
Intended use of building or structure.....
Building of.....type to be used as.....

Description of Outbuildings.

Additions or Alterations to Building or Structure and Nature of such.

To building of..... Type used as.....

Additions (if any):—

Nature of.....

Alterations (if any):—

Nature of.....

Contract price (if any) £ : :

Estimated construction cost apart from contract price (if any) £ : :

Dimensions of building or structure (or of each, if more than one)—

Area.....sq. ft.; depth.....ft.;

width.....ft.

Height..... ft.; No. of storeys.....

Owner: Name..... Address.....

Builder: Name..... Address.....

Date of commencement of work.....

day of.....19.....

Signature of person giving notice.....

Address.....

Schedule No. 2.

MUNICIPAL COUNCIL OF COLLIE.

Building License.

No..... Date.....19..

Granted to.....

Address

Authorising the erection of certain buildings in

.....Street, Town Lot.....

Subdivision....., as per Application No., and in accordance with the plans and specifications approved by the surveyor and subject to the provisions of the Building Act and by-laws, the Health Act and regulations, and all Municipal regulations relating thereto.

Whenever required so to do by the surveyor, the holder of this License shall produce the approved plans for inspection.

..... Surveyor.

Schedule No. 3.

Scale of Fees.

Table with 2 columns: Description of work, and Fees in s. d. (shillings and pence). Rows include License for building addition, License for sign, License for demolition, and inspection of special nature.

Schedule No. 4.

Non-inflammable Materials.

The following materials shall, for the purposes of this by-law, be deemed to be non-inflammable materials:—

- (1) Brickwork constructed of good bricks, well burnt, hard and sound, properly bonded and solidly put together with— (a) good mortar composed of fresh burnt lime with sharp, clean sand; or (b) good neat cement; or (c) good cement mixed with sharp clean sand.
(2) Granite and other stone suitable for building purposes by means of its solidity and durability.
(3) Iron, steel, and copper.
(4) Jarrah and other hard timber, when used for beams, posts, or in combination with iron, the timber and iron, if in beams, being protected by plastering or other incombustible or non-conducting external coating.
(5) Slate, tiles, brick, and terra cotta when used for covering corbels.
(6) Flagstones when used for floors over arches but not exposed on the underside and not supported at the ends only.
(7) Concrete, comprised of broken stone, chippings, or ballast, and lime, cement, or calcined gypsum, when used for filling-in between joists or floors.
(8) Any materials from time to time approved by the Council as fire-resisting.

Passed by the Municipal Council of Collie at its ordinary meeting held the 28th day of November, 1939.

J. S. MORRISON, Mayor.

S. SIMPSON, Town Clerk.

[L.s.]

Recommended—

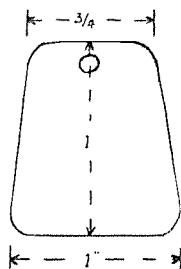
H. MILLINGTON, Minister for Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 8th day of February, 1940.

L. E. SHAPCOTT, Clerk of the Council.

DOG ACT, 1903-1928.

Department of Public Works, Perth, 27th March, 1940. P.W. 986/36. PURSUANT to regulation 4 (3) of the regulations under the Dog Act, 1903-1928, gazetted on the 12th May, 1939, I, Harold Millington, the Minister for Works, do hereby order that the size and shape of the registration label for the year ending 30th June, 1941, shall be as depicted hereunder:—



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

TRAFFIC ACT, 1919-1935.

Dundas Road Board—Parking By-law.

P.W. 500/31. THE Dundas Road Board, pursuant to an Order in Council made under section 48 of the Traffic Act, 1919-1935, doth hereby make the following by-law, to have effect in the Dundas Road District:—

1. (a) No person in charge of any vehicle shall cause or permit such vehicle to stand on the western side of Prinsep street, Norseman, from a point 90 feet north of Ramsay street, to a point 130 feet north of Ramsay street during the hours of sunset to midnight. Penalty £2.

(b) No person in charge of any vehicle shall cause or permit such vehicle to stand on the western side of Roberts street from a point 129 feet south of Ramsay street to a point 166 feet south of Ramsay street during the hours of sunrise to midnight. Penalty £2.

(c) No person in charge of any vehicle shall cause or permit such vehicle to stand on the western side of Roberts street from Allsop street to a point 66 feet north of Allsop street from sunrise to midnight. Penalty £2.

2. (i) No person shall ride or drive any animal, or drive any vehicle on any road which has been set apart for traffic in a specific direction, except in the direction so specified.

(ii) For the purposes of paragraph (i) the following roads and parts of roads are hereby set apart for traffic in a specified direction, according to the directions specified in relation thereto respectively in the tabulation hereunder:—

Town of Norseman.

Road and Specified Direction.

Prinsep street:—Eastern side of Memorial Park, between Ramsay and Talbot streets—from south to north.

Prinsep street:—Western side of Memorial Park, between Ramsay and Talbot streets—from north to south.

Passed by resolution of the Dundas Road Board at a meeting held on the 17th day of January, 1940.

T. D. PARKER, Chairman. W. G. KERR, Secretary.

Recommended—

H. MILLINGTON, Minister for Public Works.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 6th day of March, 1940.

L. E. SHAPCOTT, Clerk of the Council.

THE GOVERNMENT RAILWAYS ACT, 1904-1926.

Election of an Elective Deputy Member of the Railway Appeal Board.

Nomination of Candidates.

1. In compliance with the provisions of regulation 10 under the abovementioned Act, nominations of candidates for an elective position on the Railway Appeal Board are hereby invited.

Position Vacant.

One Deputy Member for the following section of the Staff of the Government Railways Department, viz.:— Wages Staff in Loco. Running Branch; and I appoint Tuesday, the 30th April, 1940, to be the day on which the nominations will close.

2. Every nomination shall be made in writing, addressed to the Returning Officer, and signed by at least three employees eligible to vote at the election for which the nomination is made. Every nomination shall contain the written consent of the candidate to act, if elected, and shall be delivered or forwarded to the returning officer so as to reach him before noon on nomination day.

3. Nominations shall be in the Form C of the Schedule to the regulations under the abovementioned Act, as follows:—

Regulation No. 5.

Form C.

Western Australian Government Railways and Tramways.

THE GOVERNMENT RAILWAYS ACT, 1904-1926.

Nomination Paper for Election of Member, Deputy Member, or Substitute of the Railway Appeal Board.

To the State Chief Electoral Officer,

Returning Officer under the above Act and Regulations, Perth.

1. We, the undersigned, being employees of the Railways and Tramways Department of Western Australia, duly qualified to vote at the election for which this nomination is made, hereby nominate..... of the..... Branch of the Railways or Tramways Department as a candidate for the position of..... for the..... section, now vacant.

Dated this.....day of.....192..

Table with 2 columns: Names in full, Section and Branch of Department.

2. I, the undersigned, hereby agree, if elected, to act in the capacity above mentioned on the Railway Appeal Board.

Dated this.....day of.....192..

Signature.....

Section and Branch of Department.....

Received by me this.....day of..... 192., at.....o'clock in the.....noon.

State Chief Electoral Officer, Returning Officer.

(Note.—Nomination forms may be written or typed in the form as above, and separate nomination papers must be lodged for each vacancy.)

H. B. HAYLES, Chief Electoral Officer, 62 Barrack street, Perth.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 168 of 1939.

Coastal District Committee Amalgamated Engineering Union Association of Workers and State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicants, and Forwood Down, W.A., Ltd.; Saunders & Stuart Pty., Ltd., and Others, Respondents.

The first day of March, 1940.

THIS matter coming on for appeal on the 26th day of February, 1940, and on this day, the Court, having read the Order granting leave to appeal, and having heard Mr. H. V. Symons, on behalf of the applicants, and Mr. G. F. Gill, on behalf of the respondents, doth hereby order and declare that the Award of the Industrial Board herein, No 35 of 1936, dated the 23rd day of August, 1938, be and the same is hereby amended as follows:—

1. Clause 21:—Omit this clause.
2. Schedule No. IV: Apprenticeship Regulations:—Omit this Schedule and insert in lieu thereof "Schedule No. IV., Apprenticeship Regulations," annexed hereto.
3. Third Schedule: Wages:—
 - (a) Electroplater—second class:—Omit the margin of £1 0s. 0d. and insert in lieu thereof £1 4s. 0d.
 - (b) Coppersmith, adults on wash coppers and side boilers for stoves (hand and machine):—Omit the margin of 11/- and insert in lieu thereof £1 4s. 0d.
 - (c) Electric furnaceman:—Omit the margin of 17/- and insert in lieu thereof £1 4s. 0d.
 - (d) Shot-blast and sand-blast dressers who are not protected from flying shot and sand by a properly enclosed cabin:—Omit the margin of 19/- and insert in lieu thereof £1 1s. 0d.
 - (e) Shot-blast and sand-blast dressers who are protected from flying sand and shot by a properly enclosed cabin:—Omit the margin of 9/- and insert in lieu thereof 12/-.

By the Court,

(Sgd.) WALTER DWYER,

[L.S.]

President.

SCHEDULE No. IV.

Apprenticeship Regulations.

Definitions.

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

Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.
3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration

as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

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

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

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date; subject, however, and without prejudice to the right of the apprentice, his parent or guardian, to compound, compromise, or agree upon or to sue for and recover such damages (if any) as he may have sustained through such rescission of the agreement as aforesaid.
- (b) Any proceedings for damages hereunder must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

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

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

Technical Education Classes.

24. (a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade.

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

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

30. The Registrar shall, after each examination, issue a certificate to each apprentice indicating his degree of proficiency, taking into consideration the term of ap-

prenticeship served. A duplicate of such certificate shall be lodged by each apprentice with his employer and the secretary of the Union, each of whom shall keep the same in safe custody, and produce the same for inspection by the Industrial Inspector whenever demanded by the latter to do so. When the final examination has been passed the certificate shall also be signed by the examiners.

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

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

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

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

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

Lost Time.

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

(a) payment for such sickness shall not exceed a total of one month in each year;

(b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer;

(c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

Form A.

To The Registrar, Arbitration Court, Perth.

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

Dated this.....day of.....19 . (Signature of Employer).....

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

Form B.

Certificate of Service.

This is to certify that.....of..... has served.....years..... months at the.....branch of the

.....trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School

(Reg. 26 (e)).

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

Year of experience.....

Stage.....per cent.

.....per cent.

.....per cent.

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

Registrar.

Form E.

Final Certificate.

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

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

Registrar.

Examiners

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Other conditions.

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

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

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

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

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

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

 Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 286 of 1939.

Federated Moulders' (Metals) Union of Workers, Perth, Applicant, and Forwood Down, W.A., Ltd., and Others, Respondents.

The first day of March, 1940.

THIS matter coming on for appeal on the 26th day of February, 1940, and on this day, the Court, having read the Order granting leave to appeal, and having heard Mr. B. L. Ellis, on behalf of the applicant Union, and Mr. G. F. Gill, on behalf of the Respondents, doth hereby order and declare that the Award of the Industrial Board herein, No. 4 of 1937, dated the 23rd day of August, 1938, be and the same is hereby amended as follows:—

1. Clause 18:—Omit this clause.
2. Second Schedule.—Apprenticeship Regulations:—Omit these regulations and insert in lieu thereof the regulations annexed hereto.

By the Court,

(Sgd.) WALTER DWYER,
 President.

[L.S.]

SECOND SCHEDULE.

Apprenticeship Regulations.

Definitions.

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

Employment—Probation.

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

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

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

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

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

- (a) The names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.
- (c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.
- (d) The date at which the apprenticeship is to commence and the period of apprenticeship.
- (e) A condition requiring the apprentice to obey all reasonable directions of the employer and

requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice.

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

(g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

(h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date; subject, however, and without prejudice to the right of the apprentice, his parent or guardian, to compound, compromise, or agree upon or to sue for and recover such damages (if any) as he may have sustained through such rescission of the agreement as aforesaid.
- (b) Any proceedings for damages hereunder must be commenced within six weeks after the service on the apprentice of the notice referred to in Subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lost Time.

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

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

42. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve months immediately preceding such time shall be deemed to be the number of journeymen

employed. Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. Where a business is in operation for less than twelve months the method of ascertaining the number shall be as agreed by the parties to the Award, or if no agreement arrived at, as determined by the Court.

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

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

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

FORMS.

Form A.

To the Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

.....

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School (Reg. 26 (e).)

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

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

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

..... Registrar.

Form E.
Final Certificate.

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

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

.....
Registrar.

.....
.....
Examiners.

Form F.

General Form of Apprenticeship Agreement.
(Recommended.)

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

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

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

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

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

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

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

(b) That the technical instruction of the apprentice,
when available, shall be at the expense of the employer
and shall be in the employer's time, except in places
when such instruction is given after the ordinary work-
ing 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 Arbi-
tration Act, 1912-1935, or any Act or Acts amend-
ing the same and any Regulations made thereunder, as
far as the same concern the apprentice, AND ALSO
the conditions and stipulations of any relative Award
or Industrial Agreement for the time being in force.

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

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

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

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

(d) Other conditions:—

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

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

Signed, sealed, and de- }
livered by the said..... }
.....in the } (Signature of Guardian.)
presence of..... }

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

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

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

.....
Registrar.

IN THE COURT OF ARBITRATION OF WESTERN
AUSTRALIA.

No. 287 of 1939.

Boilermakers' Society of Australia Union of Workers,
Coastal Districts, W.A., Applicant, and Forwood
Down W.A., Limited; Saunders & Stuart Pro-
prietary, Ltd., and Others, Respondents.

The first day of March, 1940.

THIS matter coming on for appeal on the 26th day
of February, 1940, and on this day, the Court, having
read the Order granting leave to appeal, and having
heard Mr. J. H. Millar on behalf of the applicant
Union, and Mr. G. F. Gill, on behalf of the respondents,
doth hereby order and declare that the Award of the
Industrial Board herein, No. 38 of 1936, dated the
23rd day of August, 1938, be and the same is hereby
amended as follows:—

- 1. Clause 18:—Omit this clause.
- 2. Third Schedule—Apprenticeship Regulations:—
Omit these regulations and insert in lieu thereof the
regulations annexed hereto.

By the Court,

(Sgd.) WALTER DWYER,
President.

[L.S.]

THIRD SCHEDULE.

Apprenticeship Regulations.

Definitions.

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

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

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

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

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

Advisory Committee.

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

(a) Some person appointed by the Court who shall act as Chairman.

(b) Two representatives appointed by the employers.

(c) Two representatives appointed by the industrial union or unions of workers in the trade.

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

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

reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

(a) The names and addresses of the parties to the agreement.

(b) The date of birth of the apprentice.

(c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.

(d) The date at which the apprenticeship is to commence and the period of apprenticeship.

(e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial award so far as they concern the apprentice.

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

(g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

(h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

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

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

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

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

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

Examinations.

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

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

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

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

29. (a) The examiners shall be persons skilled in the industry and appointed as prescribed by the Award. Failing provision or appointment as aforesaid the Court

may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

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

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

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

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

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

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

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

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

Lost Time.

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

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

Form A.

To The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School. (Reg. 26 (e).)

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

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

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

Registrar.

Form E.

Final Certificate.

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

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

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement. (Recommended.)

This Agreement made this.....day of....., 19 , between.....

of..... (address),..... (occupation) (hereinafter called "the Employer") of the first part....., of....., born on the..... day of....., 19 (hereinafter called "the Apprentice") of the second part, and....., of....., (address),.....(occupation),.....Parent (or Guardian) of the said..... (hereinafter called the "parent" or "guardian") of the third part witnesseth as follows:—

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

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

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

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

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

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

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

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

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

4. It is further agreed between the parties hereto:—

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

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

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

the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

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

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

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

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

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

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

Registrar

INDUSTRIAL AGREEMENT.

No 3 of 1940.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this 13th day of February, one thousand nine hundred and forty, between Thomsons, Limited; Musgrove's, Limited (hereinafter called "the employers"), of the one part, and The Electrical Trades Union of Workers of Australia (Western Australian Goldfields Subbranch), Kalgoorlie, of the other part, witnesseth, that the parties hereto mutually covenant and agree the one with the other as follows:—

That we, the undersigned, being parties to Industrial Agreement No. 6 of 1937, declared to be a Common Rule on the 30th day of June, 1937, agree to cancel the said Industrial Agreement and request the Court of Arbitration to exercise its powers under section 39 of the Industrial Arbitration Act, 1912-1935, in regard to such cancellation.

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

Signed for and on behalf of Thomsons, Limited, in the presence of— ALAN L. THOMSON. J. C. Myssonski.

Signed for and on behalf of Musgrove's, Limited, in the presence of— M. D'O. MUSGROVE. F. E. Taylor.

The Common Seal of the Electrical Trades Union of Workers of Australia (Western Australian Goldfields Subbranch), Kalgoorlie, was hereunto affixed in the presence of—

(SEAL.) T. COURTNEY, President. M. B. d'ALMEIDA, Secretary.

INDUSTRIAL AGREEMENT.

No. 4 of 1940.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this 13th day of February, one thousand nine hundred and forty, between C. S. Baty & Co.; J. G. Pritchard, Limited; A. Pidgeon; Thomsons, Limited, British General Electric Co., Limited; Airzone (W.A.), Limited; and H. C. Little & Co., Limited (hereinafter called "the employers"), of the one part, and The Perth Radio Trade Industrial Union of Workers of the other part, witnesseth, that the parties hereto mutually covenant and agree the one with the other as follows:—

That we, the undersigned, being parties to Industrial Agreement No. 19 of 1935 declared to be a Common Rule on the 20th day of December, 1935, agree to cancel the said Industrial Agreement and request the Court of Arbitration to exercise its powers under section 39 of the Industrial Arbitration Act, 1912-1935 in regard to such cancellation.

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

Signed for and on behalf of C. S. Baty & Co. in the presence of— C. S. BATY. T. E. Dawson.

Signed for and on behalf of J. G. Pritchard, Limited, in the presence of— J. G. PRITCHARD. I. Mason.

Signed for and on behalf of A. Pidgeon, in the presence of— A. PIDGEON. G. Munchenberg.

Signed for and on behalf of Thomsons, Limited, in the presence of— ALAN L. THOMSON. J. C. Myssonski.

Signed for and on behalf of British General Electric Co., Limited, in the presence of— W. HUDSON SHAW. W. Hughes.

Signed for and on behalf of Airzone (W.A.), Limited, in the presence of— HARVEY L. SMITH. R. Stubbs.

Signed for and on behalf of H. C. Little & Co., Limited, in the presence of— W. H. HALLIDAY, Liquidator. M. Richards.

The Common Seal of the Perth Radio Trade Industrial Union of Workers was hereunto affixed in the presence of—

(SEAL.) F. W. CAMPBELL, President. M. B. d'ALMEIDA, Secretary.

No. 5 of 1940.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this thirteenth day of February, one thousand nine hundred and forty, between The Collie Power Company, Limited (hereinafter called "the employer") of the one part, and the Collie Federated Engine-drivers and Firemen's Union of Workers of W.A. (hereinafter called "the Union"), of the other part, witnesseth that for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Area.

This Agreement shall operate over the Power House owned and controlled by The Collie Power Company, Limited, Collie,

2.—Term of Agreement.

The term of this Agreement shall be for one year from the beginning of the first pay period following the date hereof.

3.—Wages.

(a) Basic wage £4 3s. 1d. per week.

(b) Adults:	Margin	
	per Shift.	
	s.	d.
Boiler attendants	4	11
Coal conveyor man	3	2
General assistants	2	5
	Percentage of	
	Basic Wage	
	per Week.	

(c) Junior workers:

Between 18 and 19 years of age 72

(d) Casual workers shall be paid one shilling (1/-) per shift in addition to the ordinary rates.

(e) Dirty work:—One shilling (1/-) per hour in addition to the ordinary rates shall be paid to workers whilst on boiler cleaning work.

4.—Hours of Duty.

The ordinary working hours, exclusive of Sunday time, shall be eighty-eight (88) per fortnight, such hours to be worked from Monday to Saturday, inclusive, in each week. No day's work shall exceed eight (8) hours without payment of overtime. The foregoing hours shall, in the case of shift workers, be inclusive of erib time, and for all other workers, exclusive of erib time.

5.—Contract of Service.

(a) The contract of service shall be by the week and shall be terminable by one week's notice on either side, except in the case of a casual worker.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 11, or such absence is on account of holidays to which the worker is entitled under the provisions of the Agreement.

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

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

6.—Overtime Rates, Sunday, and Holiday Rates.

(a) All time worked in excess of the ordinary working hours on any day shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) All time worked on Christmas Day, Good Friday, and Labour Day shall be paid for at the rate of double time.

(c) All time worked on Sunday shall be paid for at the rate of time and a half.

(d) A minimum of four (4) hours at overtime rates shall be paid to any worker brought on duty outside his ordinary working hours.

Overtime rates shall not apply to excess time due to private arrangement between the workers themselves, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time.

7.—Annual Holidays.

(a) Each worker, other than a casual worker, shall be entitled to two weeks' annual leave on full pay, or, should the period of continuous employment be more than one month but less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer. Provided that, where a worker is dismissed for misconduct, he will not be entitled to the benefits of this clause.

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

(e) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay in accordance with the provisions of clause 11, shall not count for the purpose of determining his right to holidays.

8.—Preference of Employment.

That preference of employment shall be given to members of the Federated Engine-Drivers and Firemen's Association of Australasia (Collie Branch). Every worker engaged by the employer shall, within three weeks of his engagement, become a member of the Union, and the Union herein agrees to accept him as a member.

9.—Board of Reference.

The Court may appoint, for the purpose of this Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of:—

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

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

There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

10.—Definitions.

A "Casual worker" means a worker employed for less than six (6) consecutive working days. The engagement of a casual worker shall be from day to day.

11.—Sick Pay.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half ($\frac{1}{2}$) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness.

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

Signed for and on behalf of The Collie Power Company, Limited, in the presence of—
 Geo. F. Gill. } The Collie Power Company, Limited,
 H. COOK,
 Secretary.

The Common Seal of The Collie Federated Engine-drivers and Firemen's Union of Workers of W.A. was hereto affixed in the presence of—
 W. R. Thomas, } (SEAL.)
 JOSEPH SIMPSON,
 President.
 C. L. SCOTT,
 Secretary.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
142/40	1940. Mar. 21	Bantock's, Ltd. ...	102	Bacon and Cheese to Government Institutions, etc., from 1st April to 30th June, 1940, as follows:— At Fremantle and Perth: Item 1—Bacon, by the lb. At Claremont, Fremantle, Perth, and Wooroloo: Item 2—Bacon, by the side Item 3—Cheese, whole Item 4—Cheese, by the lb.	Various	10½d. per lb. 10½d. per lb. 11d. per lb. 11½d. per lb.
"	do.	Bantock's, Ltd. ...	103	Meat to Government Institutions, etc., at Claremont, from 1st April to 30th June, 1940, as per Items 5 to 52, inclusive	Various	Rates on application.
"	do.	H. A. W. Jones, Ltd.	"	Meat at Fremantle from 1st April to 30th June, 1940, as per Items 5 to 52	do.	do. do.
"	do.	Behn's, Ltd. ...	"	Meat at Perth and Wooroloo from 1st April to 30th June, 1940, as per Items 5 to 52	do.	do. do.
"	do.	S. F. Harris ...	"	Meat for Whitby Falls Hospital from 1st April to 30th June, 1940, as per Items 6, 7, 9, 12, 14, 16, 18, 19, 21, 23 to 30, 32, 34, 35, 37, 39, 41, 42, 44, and 47 to 52, inclusive	Medical	do. do.
806/39	do.	Metters, Ltd. ...	464A, 1939	Steam-jacketed Kettles for Perth Hospital, as follows:— Item 1—2 Kettles Plus amendments Item 2—3 Kettles Plus amendments Item 3—2 Kettles Plus amendments	Public Works	for £207 10s. £5 15s. for £399 15s. £41 17s. 6d. for £131 15s. £8 11s.
150/40	Mar. 27	Yellow Cabs (West Aust.), Ltd.	73A, 1940	Motor Car Hire for 12 months from 21st April, 1940, as follows:— Item 1—Trip from Old Men's Home to Perth Hospital Item 2—From Perth Hospital to Old Men's Home Item 3—From Old Men's Home to Perth Hospital and return Item 4—Detention charge at Perth Hospital, under Item 3	Perth Hospital	6s. per trip. 6s. per trip. 6s. 6d. return trip. 3s. 6d. per hour.
151/40	Mar. 21	B. Bennett ...	75A, 1940	Purchase and Removal of Secondhand "Ford" Tourer (engine No. B5224286), as per Item 1	Public Works	for £35 5s.
68/40	do.	Ingersoll Rand (Aust.) Pty., Ltd.	30A, 1940	1 only "Ingersoll Rand" Model 300 Australian made Portable Air Compressor, mounted on rubber-tyred wheels and driven by "Waukesha-Hesselman" Oil Engine, as per Item 1, delivered at Plant Depot, East Perth	do.	for £887 15s.
143/40	do.	Southern Cross Windmill & Engine Co., Ltd.	71A, 1940	1 only Z pattern "Southern Cross" Windmill with Pump, Tank (2,000 gallons), and Tankstand, complete, F.O.R. Perth	do.	for £55 7s. 8d.
138/40	do.	C. A. Taylor ...	69A, 1940	Purchase and Removal of House on Jilbadji Location 392, as per Item 1	Lands	for £61.

Variation of Contract.

Tender Board No.	Date.	Contractor.	Particulars.
473/39	1940. Mar. 21	Southern Cross Windmill and Engine Co., Ltd.	An increase of £20 on Contract for Lighting Plant for Roebourne Hospital (Schedule 220A, 1939), to cover cost of providing a 220V. Generator in lieu of 110V.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940.			1940.
Feb. 22 ...	59A, 1940 ...	Electrical Water Level Indicator and Recorder	April 4
Mar. 14 ...	101A, 1940 ...	Pumping Plant, comprising High Duty Ball-bearing Centrifugal Pump and Diesel or Petrol Engine, 4,000 gallons per hour capacity	Apl. 4
Mar. 18 ...	104A, 1940 ...	Steel Pipes, 9 in. and 11 in. external diameter, 240 ft. of each; Cast Iron Stop Valves—6 in., 2 only; 4 in., 3 only; Ball Valve, 4 in., 1 only	Apl. 4
Mar. 21 ...	108A, 1940 ...	6/24 Steel Wire Rope, 4½ in. circumference, 680 feet	April 4
Mar. 28 ...	106A and 107A, 1940 ...	Making and Trimming of Uniforms for Police Department: Summer, 1940-41 and Winter, 1941 issues	April 4
Mar. 28 ...	112A, 1940 ...	Hydraulic Cotton Packing, 8 cwt.	April 4
Mar. 14 ...	90A to 97A, 1940 ...	Reinforced Concrete Pipes, during a period of 12 months	April 11
Mar. 14 ...	98A and 99A, 1940 ...	Concrete Lining of Cast Iron and Steel Pipes, during a period of 12 months	April 11
Mar. 21 ...	109A, 1940 ...	Office Furniture, comprising Tables, Chairs, Trays and Cabinets for Taxation Department	April 11
Mar. 21 ...	110A, 1940 ...	Inboard Motor, approx. 4 H.P., for Dinghy at Canning Dam	April 11
Mar. 21 ...	111A, 1940 ...	Steel Chimney, 130 ft. 4 in. high, supplied and erected at No. 2 Pumping Station	April 11
Feb. 20 ...	52A, 1940 ...	Superheater Elements, 8 sets	April 18
Mar. 28 ...	113A, 1940 ...	Paints, Stainers, Varnishes, Brushes, etc., during the year 1940-41	April 18
Mar. 28 ...	115A, 1940 ...	Electric Pumping Plant, comprising Pump and Motor, complete with Switch-gear, Ammeter, etc.	April 26
Mar. 21 ...	105A, 1940 ...	Vacuum Brake Material (Rubber), for the Railways, during the year 1940-41	May 16
		<i>For Sale by Tender.</i>	
Mar. 28 ...	114A, 1940 ...	Motor Tyres and Tubes, various sizes, as they now lie at the Government Stores Department, Murray street, Perth, where inspection can be made	April 4

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 28th March, 1940.

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

THE MINING ACT, 1904.

Department of Mines,
Perth, 21st March, 1940.

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

A. H. TELFER,
Under Secretary for Mines.

Gold Mining Leases.

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

Goldfield.	District.	No. of Application.
East Coolgardie	5914E*.
Mount Margaret	2445r, 2446r.
	Mount Malcolm	1782c, 1783c.
North Coolgardie	Yerilla	1211r*.
	Niagara	908g.
Yilgarn	3985, 3986, 3987*, 3988, 3989*.

The undermentioned Gold Mining Lease was declared forfeited for breach of labour conditions and prior right of application is granted under section 107, subsection (1):—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.	Name of Person to whom prior right of Application is granted.
Phillips River	257	Gem Consolidated South Mine	Danker, Charles Albert Henry	Summers, Harold Edward.

The surrender of the undermentioned Gold Mining Lease was accepted:—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Mount Margaret	806r*	Lancefield	Lancefield (W.A.) Gold Mine, No Liability.

* Conditionally.

THE MINING ACT, 1904—*continued.**Miner's Homestead Lease.*

The undermentioned application for a Miner's Homestead Lease was approved, subject to survey, to date from 1st January, 1940 :—

Goldfield.	District.	No. of Application.
East Coolgardie	281e.

THE MINING ACT, 1904.

Authority to Mine on Reserved and Exempted Lands.

Department of Mines.

Perth, 21st March, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council, in accordance with section 30 of the Mining Act, 1904, has been pleased to grant, conditionally, authority to mine on reserved and exempted land, as shown below.

A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Occupants.	Authorised Holding.	Goldfield.	Locality.
823H (1x/1940)	161/1940	Haime, Alan ; Haime, Charles Warren	Prospecting Area No. 1219x	North - East Coolgardie	Kanowna.

THE MINING ACT, 1904.

Licenses to Treat Tailings.

Department of Mines.

Perth, 21st March, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council, by virtue of the powers conferred under section 112 of the Mining Act, 1904, has been pleased to grant Licenses to Treat Tailings, as shown below.

A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
841H (3F/1939)	1760/1939	Parry, Noel Clinton ...	Mount Margaret	Late Gold Mining Lease No. 426f	Six months from 1st day April, 1940.
852H (5c/1939)	2028/1939	Owen, Ralph ; Owen, Rupert Heyward	North Coolgardie	Late Gold Mining Lease No. 832c	Six months from 1st day April, 1940.
856H (1c/1940)	147/1940	Wilson, David Alexander	Mount Margaret	Late Gold Mining Lease No. 1654c, and Prospecting Area No. 2028c	Twelve months from 1st day April, 1940.
857H (1x/1940)	162/1940	Peat, John Johnstone ; Smith, Harold Isaac	North - East Coolgardie	Prospecting Area No. 1218x	Six months from 1st day April, 1940.
861H (1g/1940)	225/1940	Trip, Henrik Jan Van Vierssen	North Coolgardie	Late Gold Mining Leases Nos. 819g, 821g, 822g, 830g, and 851g	Twelve months from 1st day April, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council, by virtue of the powers conferred under section 112 of the Mining Act, 1904, has been pleased to grant renewals of Licenses to Treat Tailings, as shown below.

A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
427H (3U/1934)	1243/1934	Trip, Emma Amelia Van Vierssen	North Coolgardie	Gold Mining Lease No. 1033u	Twelve months from 1st February, 1940.
827H (3/1939)	1161/1939	Handmer, William George	Yilgam ...	Late Gold Mining Lease No. 724	Three months from 1st March, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council, by virtue of the powers conferred under section 112 of the Mining Act, 1904, has refused to grant a License and a renewal of a License to Treat Tailings, as shown below.

A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Applicant for License.	Goldfield.
737H (2G/1938)†	660/1938	Ward, Philip John ; Cock, William Alfred	North Coolgardie.
863H (1/1940)	227/1940	Divitini, Guiseppe ; Marchesi, Ezio	Yilgam.

† Renewal.

THE MINING ACT, 1904.

Department of Mines,
Perth, 21st March, 1940.

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

A. H. PANTON,
Minister for Mines.

The undermentioned Temporary Reserve has been cancelled:—

No.	Corres. No.	Occupant.	Locality.
1032H	360/1938	Paget Gold Mines of Edjudina, Limited ...	Edjudina, North Coolgardie Goldfield.

THE MINING ACT, 1904.

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

No. 2143/1938.
Department of Mines,
Perth, 15th March, 1940.

IN accordance with the provisions of the Mining Act, 1904, notice is hereby given that, unless the provisions of section 228 of the said Act are complied with on or before the 12th day of April, 1940, it is the intention of His Excellency the Lieutenant-Governor to forfeit the undermentioned lease for breach of covenant.

(Sgd.) A. H. PANTON,
Minister for Mines.

Miner's Homestead Lease.

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
East Coolgardie	...	278B	Camurina	Butcher, James Manson; Butcher, Robert Murray.

LOST CASH ORDERS.

Agricultural Bank,
Perth, 27th March, 1940.

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

C.O. No. 12372; value £6 10s. 1d.; L. D. Hallam; 16/1/40; Salmon Gums.

C.O. No. 37121; value £27 7s. 2d.; Davey, A.; 9/2/40; Geraldton.

C.O. No. 81039; value £10 14s. 9d.; Carter, F. J.; 25/9/39; Narrogin.

C.O. No. 9972; value £2 2s. 9d.; Scott & Chappell; 26/10/39; Lake Grace.

C. ABEY,
General Manager.

APPOINTMENTS

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

Registrar General's Office,
Perth, 28th March, 1940.

R.G. No. 37/36.

IT is hereby notified, for general information, that Mr. W. F. Madiu has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Dundas Registry District, to reside at Norseman, during the absence on leave of Mr. K. H. Hogg; appointment to date from 21st March, 1940.

R.G. No. 48/37.

IT is hereby notified, for general information, that Constable John Cecil Waller has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Moora Registry District, to reside at Moora, during the absence on leave of Constable R. N. Broun; appointment to date from 1st April, 1940.

R.G. No. 91/32.

IT is hereby notified, for general information, that Constable S. J. Strahan has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Williams Registry District, to reside at Wickepin, during the absence on leave of Constable W. J. McGuigan; appointment to date from 22nd March, 1940.

R.G. No. 127/34.

IT is hereby notified, for general information, that Mr. F. E. McCaw has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Beverley Registry District, to reside at Beverley, vice Mr. J. F. Thompson; appointment to date from 27th March, 1940.

S. BENNETT,
Registrar General.

THE AGRICULTURAL PRODUCTS ACT, 1929.

Department of Agriculture,
Perth, 21st March, 1940.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to section 9 of the Agricultural Products Act, 1929, has been pleased to amend, in the manner set forth in the Schedule hereunder, the regulations made under the said Act, as published in the *Government Gazette* on the 21st day of January, 1938.

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

Schedule.

The abovementioned regulations are amended as follows:—

(1) Regulation 7 is repealed and in lieu thereof a new regulation is inserted as follows:—

7. Hen eggs shall be graded as follows:—

- (a) "Standard hen," which shall mean eggs not less than $1\frac{1}{8}$ ounces in weight and averaging not less than 24 ounces to the dozen eggs;
- (b) "Pullet" which shall mean eggs which are not less than $1\frac{3}{8}$ ounces in weight and which are not capable of being graded as "Standard hen" eggs;

(c) "Pulp eggs," which shall mean eggs less than 1½ ounces in weight.

(2) Regulation 9 is amended by inserting therein after paragraph (b) a new paragraph, to stand as paragraph (b1), as follows:—

(b1) "Pulping," which shall include only eggs which are graded or liable to be graded as "pulp eggs," and which shall be stamped conspicuously and indelibly with the word "pulping" for the purpose of indicating that by reason of their small size they are more suitable for sale as eggs for pulping than for sale as eggs in shell.

(3) Regulation 10 is repealed and in lieu thereof a new regulation is inserted as follows:—

10. Hen eggs graded as "Standard hen" and as "Pullet" or duck eggs graded as "Standard duck" and as "Duck" may be contained together in the same package.

Provided that in such case the package shall have marked thereon, in a plain and conspicuous manner, the various grades and the number of eggs in each grade contained in such package.

Department of Agriculture,
Perth, 28th March, 1940.

Agric. No. 136/40; Ex. Co. No. 597.

HIS Excellency the Lieutenant-Governor in Executive Council, under subsection (3) of section 28 of the Bulk Handling Act, 1935, and on behalf of the merchants operating in the State who are shippers of wheat, has been pleased to appoint Mr. Eric Francis Fethers, of Perth, to be a member of the Shippers' Delivery Board as constituted by the said Act, upon and subject to the provisions of the said Act and the regulations made and in force thereunder.

Agric. No. 1919/25; Ex. Co. No. 590.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the following appointments as Honorary Inspectors under the Stock Diseases Act, 1895:—Tooke, William, Dardanup; Lloyd-Woods, William, Gnowangerup; Cox, Donald Lindsay, Carani, and Ecclestone, Robert H., Pinjarra.

Agric. No. 2450/30, Vol. II.; Ex. Co. 596.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Constables D. J. Cameron and E. J. Bayliss as Inspectors under the Brands Act, 1904-35, and the Stock Diseases Act, 1895.

Agric. No. 899/25, Vol. II.; Ex. Co. 589.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Thomas Charles Miller as an Inspector under the Plant Diseases Act, 1914-1935.

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

Western Australia.

THE COMPANIES ACT, 1893.

Harringtons (Pty.), Limited.

Notice of Removal of Office.

NOTICE is hereby given, on behalf of the Attorney in Western Australia of the within-mentioned Company, that the place of business of Harringtons (Pty.), Limited, has been removed from No. 660 Hay street, Perth, to No. 447 Murray street, Perth. The said office will be open for the transaction of business between the hours of 10 a.m. and 1 p.m. and 2 p.m. to 4 p.m. on all week days, except Saturdays; on Saturdays between the hours of 10 a.m. and 12 a.m.; public holidays excepted.

Dated the 16th day of March, 1940.

VILLENEUVE SMITH & KEALL,
23 Barrack street, Perth.

Solicitors for the Attorney in Western Australia of the abovenamed Company.

Western Australia.

THE COMPANIES ACT, 1893.

Great Northern Broadcasters, Limited.

NOTICE is hereby given that, at an extraordinary general meeting of Great Northern Broadcasters, Limited, duly convened and held on the 6th day of March, 1940, the following special resolution was duly passed:—That capital of the Company to the extent of

2s. in respect of each of the issued Shares shall not be capable of being called up, except in the event of and for the purpose of the Company being wound up.

Dated the 14th day of March, 1940.

LEN W. SHEPHEARD,
Chairman of the meeting.

W. R. CAMPBELL,
Secretary.

Altorfer & Stow, Solicitors, Geraldton.

Western Australia.

THE COMPANIES ACT, 1893.

Great Northern Broadcasters, Limited.

NOTICE is hereby given, in accordance with section 77 of the Companies Act, 1893, that by a special resolution of Great Northern Broadcasters, Limited, passed at an extraordinary general meeting on the 6th day of March, 1940, the nominal capital of the Company has been increased to £20,000 by the creation of 5,000 new Shares of £1 each.

Dated the 14th day of March, 1940.

ALTORFER & STOW,
of Durlacher street, Geraldton,
Solicitors for the Company.

THE COMPANIES ACT, 1893.

Notice of Change of Name and Change of Registered Office in South Australia.

NOTICE is hereby given that Zadows Find and Prospecting Company, Limited (a Company incorporated in South Australia and registered in Western Australia as a foreign Company under Part VIII of the Companies Act, 1893, and having its Registered Office in Western Australia, at Penn Chambers, Cue), has, pursuant to a special resolution of the Company duly passed on the 26th day of February, 1940, and with the approval certified in writing of the Registrar of Companies of the State of South Australia, changed its name to Mindoolah Mines, Limited, and is incorporated under the provisions of the Companies Act, 1934, of South Australia, as a private limited Company; and notice is further hereby given that the Registered Office of the Company in South Australia has been changed from Widows' Fund Building, 38 Grenfell street, Adelaide, to 18 National Chambers, 22 King William street, Adelaide, South Australia.

Dated the 21st day of March, 1940.

FRANK J. COOTE,
Attorney in Western Australia of the said Company.
Solicitors—Hardwick, Slattery and Gibson.

Western Australia.

THE COMPANIES ACT, 1893.

Wiluna Meat Supply, Limited.

Notice of Voluntary Winding-up.

NOTICE is hereby given that, at an extraordinary meeting of the above Company, duly convened and held at Wiluna on the 7th day of March, 1940, the following special resolutions were duly passed:—1. That the said Wiluna Meat Supply, Limited, be voluntarily wound up under the provisions of the Companies Act, 1893, with-

ont resort to the Court; 2, that Samuel Griffiths, of Wilma, Manager, be appointed the Voluntary Liquidator of the said Company; 3, that as and by way of remuneration for his services as Manager and Liquidator of the said Company the said Samuel Griffiths be paid the weekly sum of nine pounds (£9).

Dated this 14th day of March, 1940.

ERIC E. BURGESS,
Director of and Solicitor for the said
Wilma Meat Supply, Limited.

IN THE MATTER OF THE COMPANIES ACT, 1893,
and in the matter of Halliday Hardware Company,
Limited.

AT an extraordinary general meeting of the abovenamed Company, held at Perth on the 19th day of March, 1940, the following special resolution was duly passed:—That the Company be wound up voluntarily and that Mr. Harrie Blaxell Halvorsen, Chartered Accountant (Aust.), of Warwick House, St. George's terrace, Perth, be appointed Liquidator for the purposes of the winding-up.

Dated this 19th day of March, 1940.

R. T. HALLIDAY,
Chairman of Meeting.

ASSOCIATIONS INCORPORATION ACT, 1895.

Schedule A.

WE, Amana Anderson, of 33 Hay street, Subiaco, and Louise Hefferman, 93 Carr street, West Perth, in the State of Western Australia, Trustees of or persons hereunto authorised by The West Australian Housewives' Association, do hereby give notice that we are desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

(Signed) AMANA ANDERSON,
State President.

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

Schedule B.

Memorial of The West Australian Housewives' Association, filed in pursuance of the Associations Incorporation Act, 1895:—

1. Name of Institution:—The West Australian Housewives' Association.

2. Object or Purpose of Institution:—(a) To study and acquire a knowledge of economy and to oppose profiteering and other forces operating against household and national economy; (b) to advocate reform for the purpose of economy; (c) to support local industries and Empire trade; (d) to raise the status of home, wives, and children; (e) to co-operate with other organisations having similar objects.

3. Where Situated or Established:—Head Office, Barrack street, Perth.

4. Name or Names of Trustee or Trustees:—Amana Anderson and Louise Hefferman, State Treasurer.

5. In whom the Management of the Institution is vested and by what means (whether by deed, settlement, or otherwise):—State Executive elected by the vote of the members.

Richard Donal Lane, of T. & G. Chambers, St. George's terrace, Perth, Solicitor for The West Australian Housewives' Association.

ASSOCIATIONS INCORPORATION ACT, 1895.

I, JANE HILL, of 7 Greenham street, Cottesloe, in the State of Western Australia, Married Woman, being the person hereunto authorised by the "Claremont Croquet Club," do hereby give notice that I am desirous that such body should be incorporated under the provisions of the Associations Incorporation Act, 1895.

(Signature) JANE HILL.

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

1. Name of the Institution—"Claremont Croquet Club."

2. Object or purpose of the Institution—(a) To promote the game of croquet and to conduct and maintain a croquet club for the accommodation of members of the club and to encourage social intercourse among members; (b) to acquire by purchase, lease, exchange, hire, or otherwise any real or personal property for the purposes of the club; (c) to sell, lease, mortgage, surrender or otherwise deal with all or any part of the assets of the club; (d) to borrow or raise money by mortgage, overdraft, the issue of debentures, or in such manner as the Club may think fit; (e) to do all other acts and things as are incidental or conducive to the attainments of its objects.

3. Where Situated or Established—Claremont Reserve, Claremont.

4. The Names of the Trustees—Rachel Janet Davis, Ethel Isabel Munt, Mary Hobbs.

5. In whom the Management of the Institution is vested, and by what means—By rules dated 6th February, 1940, management is vested in a Committee consisting of a President, two Vice-Presidents, Treasurer, Secretary, Assistant Secretary, and seven members of Committee.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Sarah Ann Yates, late of Muradup, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 7th day of May, 1940, after which day the said Executor will proceed to distribute the assets of the said deceased amongst the parties entitled thereto, having regard only to the claims and demands of which the said Executor shall then have had notice.

Dated the 21st day of March, 1940.

RALPH J. STODDART,
of W.A. Trustee Buildings, 135 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 William Shortland, formerly of Capel, in the State of Western Australia, but late of Mental Hospital, Claremont, in the said State, Linesman, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars in writing thereof to the Executor, the West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 7th day of May, 1940, after which day the said Executor will proceed to distribute the assets of the said deceased amongst the parties entitled thereto, having regard only to the claims and demands of which the said Executor shall then have had notice.

Dated this 21st day of March, 1940.

RALPH J. STODDART,
of W.A. Trustee Buildings, 135 St. George's ter-
race, Perth, Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Claude Lewis Miller, late of Mimiivale, in the State of Western Australia, Farmer, deceased (intestate).

NOTICE is hereby given that all persons having claims or demands against the Estate of Claude Lewis Miller, late of Mimiivale, in the State of Western Australia, Farmer, deceased (intestate), are requested to send particulars of the same in writing to the Administrator, the Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, St. George's terrace, Perth, on or before the 7th day of May, 1940, after which date the Administrator will proceed to distribute the assets of

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

Dated the 18th day of March, 1940.

CONNOR & MAYBERRY,
Solicitors for the Administrator,
110 Fitzgerald street, Northam.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the Will of William Stephen White, late of Kononngorring, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of William Stephen White, late of Kononngorring, in the State of Western Australia, Farmer, deceased, are requested to send particulars of the same in writing to the Executors, care of The West Australian Trustee, Executor, and Agency Company, Limited, of St. George's terrace, Perth, on or before the 7th day of May, 1940, after which date the Executors 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 they shall then have had notice.

Dated this 20th day of March, 1940.

CONNOR & MAYBERRY,
110 Fitzgerald street, Northam,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Selina Catherine Booth, late of 501 Fitzgerald street, North Perth, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby requested to send in particulars in

writing of their claims and demands to the Executrix, Nancy Mary Booth, care of the undersigned, on or before the 7th day of May, 1940, after which date the said Executrix 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 she shall then have had notice.

Dated this 20th day of March, 1940.

LAVAN, WALSH, & LAVAN,
Queensland Insurance Buildings,
29 Barrack street, Perth,
Solicitors for the Executrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Simon James Gillick, formerly of 16 McMillan street, Victoria Park, in the State of Western Australia, but late of 52 Preston street, Como, in the said State, Contractor, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to James Raymond Gillick, the Executor of the Will of the abovenamed deceased, care of the undersigned, on or before the 7th day of May, 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 20th day of March, 1940.

CURRAN & CORSER,
Solicitors for the abovenamed Executor,
37-39 Padbury Buildings, Forrest place, Perth.

THE BANKRUPTCY ACT, 1892.

Application for Discharge.

Debtor's Name.	Address.	Description.	Court.	Number.	Date fixed for Hearing.
Theodore Herbert Powell	Hay street, Perth...	described in the proceedings as Theo Herbert Powell	Supreme Court of Western Australia	No. 13 of 1917	24th day of April, 1940.

Notice of Dividend.

Debtor's Name.	Address.	Description.	Court.	No.	Amount per £.	First or Final or otherwise.	When Payable.	Where Payable.
Lewis Arthur Hendry	of Kellerberrin, but lately of 46 Queen street, Fremantle	General carrier and char-a-banc proprietor	Supreme Court of Western Australia	No. 41 of 1925	1s. 10d.	First ...	2nd April, 1940	Supreme Court Building, Perth.

Dated this 27th day of March, 1940.

A. H. JOHNSON,
Official Receiver in Bankruptcy,
Supreme Court, Perth.

THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

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

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

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

NOTICE.

THE GOVERNMENT GAZETTE.

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

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

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

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