



Government Gazette

OF

WESTERN AUSTRALIA.

[Published by Authority at 3.30 p.m.]

[REGISTERED AT THE GENERAL POST OFFICE, PERTH, FOR TRANSMISSION BY POST AS A NEWSPAPER.]

No. 20.]

PERTH : FRIDAY, MAY 10.

[1940.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 9th May, 1940.

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

Harold St. George Bird, Esquire, Collector of Customs, Fremantle, as a Justice of the Peace for the State of Western Australia in lieu of the Fremantle Magisterial District;

Ernest Reginald Fleming, Esquire, of Palace Chambers, Maritana street, Kalgoorlie, as a Justice of the Peace for the East Coolgardie Magisterial District;

Clarence Randolph David Austin, Esquire, of the District Hospital, Kalgoorlie, as a Justice of the Peace for the East Coolgardie Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders issued under section 11 of the Act have been cancelled as from the date specified:—Hall, Catherine Garden, Cowcowing, 3rd May, 1940; Lightbody, Harold Norman, Dowerin; Reid, Fergie, Dulbellin, 7th May, 1940; Duffield, Alfred, Booran, 9th May, 1940.

8/5/40. W. A. WHITE,
Director.

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.

Deneh, Frank Amyas, Dwarda, 1st May, 1940.

Earnshaw, Kenneth Charles Alexander, Cordering via Collic, 7th May, 1940.

Betts, William Albert, Danguin, 7th May, 1940.

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

W. A. WHITE,
Director.

THE AUDIT ACT, 1904.

Treasury No. 13/40. The Treasury,
Perth, 3rd May, 1940.

IT is hereby published, for general information, that Mr. R. Snudercombe has been appointed a Paying Officer for the Railway Department as from the 1st May, 1940.

Treasury No. 58/40. The Treasury,
Perth, 7th May, 1940.

IT is hereby published, for general information, that Mr. Walter Rigby has been appointed Receiver of Revenue for the Agricultural Bank at Narragin, during the absence on leave of Mr. C. G. Douglas for the period 7th May to the 13th June, 1940.

A. J. REID,
Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Education	Director of Education (Item 1469)	£940—£1,120	1940. 11th May.
North-West (Native Affairs)	Manager Moola Bulla Native Cattle Station (Item 1702)	Class 5, £414—£438*	18th May.
Public Works	Clerk (Item 915)	Class 10, £279—£288	25th May.
Agriculture	Assistant Lecturer and Experimentalist, Muresk Agricultural College (Item 1645)	Class 6, £366—£402†	do.
Medical and Health	Inspector General of the Insane¶	£1,100—£1,280	11th June.

* Applications are also called under section 29 ; salary is plus basic wage and district allowances—at present totalling £113 per annum ; also full board and furnished residence ; applicants must possess practical experience in stock-raising in all its branches, including pedigree cattle and horses, and must be accustomed to handling natives ; position is only open to a married man whose wife is prepared to reside on the station.

† Applications are also called under section 29 ; unfurnished quarters, light and fuel ; applicants must have experience in teaching and a knowledge of Agricultural Science.

¶ 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.

Office of Public Service Commissioner,
Perth, 9th May, 1940.

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

Ex. Co. 2005; P.S.C. 483/39.—F. E. McCaw, Clerk, Fremantle, Crown Law Department, to be Clerk of Courts, Beverley, as from 27th March, 1940;

Ex. Co. 2709; P.S.C. 648/39.—J. P. Baldwin, Clerk, Police Court, Crown Law Department, to a similar position, Class 9, £294-£306, as from 22nd April, 1940;

Ex. Co. 599.—J. Mathers, Junior Machinist, Lands and Surveys Department, to be Machinist, as from 7th May, 1940.

Also of the acceptance of the following resignation:—

Ex. Co. 885.—J. M. Picone, Typist, Northam, Public Works Department, as from 5th April, 1940.

Also of the following retirement:—

Ex. Co. 469.—J. H. Ainsworth, Clerk in Charge, Accounts, Department of Employment, under section 67 of the Public Service Act, as from 19th April, 1940.

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 9th May, 1940.

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

L. W. Clarey as Acting Bailiff of the Mingenew Local Court, during the absence on leave of S. G. Daws;

H. E. Forward as Acting Bailiff of the Northampton Local Court, during the absence on leave of A. McCaskill.

THE LICENSING ACT, 1911-1939.

THE Hon. Minister for Justice, being the Minister administering the Licensing Act, 1911-1939, has appointed the dates shown hereunder as the dates for the ordinary sittings of the Licensing Court to be held in June, 1940, at the places mentioned:—

Licensing District.	Place of Sitting.	Date.	Time.
Perth, Subiaco, Claremont, and Canning	Perth	Tuesday, 4th June, 1940	11 a.m.
Fremantle	Fremantle	Wednesday, 5th June, 1940	11 a.m.
Guildford and Swan	Midland Junction	Thursday, 6th June, 1940	10.30 a.m.
Mt. Leonora	Leonora	Thursday, 13th June, 1940	10 a.m.
Kalgoorlie, Coolgardie, Kanowna, Menzies, and Yilgarn	Kalgoorlie	Monday, 17th June, 1940	10 a.m.

Acting under the powers conferred by subsection (7) of section 21 of the Licensing Act, 1911-1939, the Licensing Magistrates have, with the approval of the Hon. Minister for Justice, delegated to the Resident Magistrates of the undermentioned Magisterial Districts their powers, authorities, duties, and functions relating to applications for the renewal and transfer of licenses to be dealt with at the Licensing Courts to be held on the dates shown:—

Licensing District in which the delegated authority may be exercised.	Court House.	Magisterial District of Resident Magistrate appointed as Delegate.	Date of Sitting.
Albany	Albany	Plantagenet	4-6-40
Beverley - Pingelly	Beverley	York	11-6-40
Bunbury	Bunbury	Wellington	6-6-40
Collie	Collie	Collie	11-6-40
Avon	Merredin	Northam	27-6-40
Cue	Cue	Murchison	21-6-40
Kanowna	Norseman	North-East Coolgardie	6-6-40
Do.	Esperance	Esperance (Sub-district)	10-6-40
Murray-Wellington-Forrest	Bunbury	Wellington	6-6-40
Do. do.	Pinjarra	Murray	12-6-40
Gascoyne	Carnarvon	Gascoyne	6-6-40
Geraldton	Geraldton	Victoria	3-6-40
Greenough	do.	do.	3-6-40
Irwin	do.	do.	3-6-40
Moore	Moora	Swan	21-6-40
Katanning	Katanning	Katanning	18-6-40
Broome	Broome	Broome	3-6-40
East Kimberley	Wyndham	East Kimberley	3-6-40
Do.	Broome	Kimberley Goldfield	12-6-40
West Kimberley	Derby	West Kimberley	3-6-40
Mt. Magnet	Mt. Magnet	Murchison	18-6-40
Do.	Yalgoo	do.	17-6-40
Mt. Margaret	Laverton	Mt. Margaret	27-6-40
Murchison	Meekeatharra	Peak Hill	13-6-40
Do.	Wiluna	East Murchison	6-6-40
Nelson	Bridgetown	Blackwood	19-6-40
Northam	Northam	Northam	6-6-40
Pilbara	Port Hedland	Port Hedland	3-6-40
Do.	Marble Bar	Pilbara	4-6-40
Ravensthorpe	Vagin	Phillips River	19-6-40
Roebourne	Roebourne	Roebourne	3-6-40
Do.	Onslow	Ashburton	6-6-40
Sussex	Busselton	Sussex	4-6-40
Toodyay	Toodyay	Northam	7-6-40
Williams - Narrogin	Narrogin	Williams	20-6-40
Vagin	Vagin	Katanning	19-6-40
Yilgarn	Southern Cross	Yilgarn	4-6-40
York	York	York	13-6-40

DECLARATIONS AND ATTESTATIONS ACT, 1913.

THE Hon. Minister for Justice has appointed Miss Joan Alborough, of Marble Bar; Miss Valerie Margaret Crowley, of Coolgardie; Mrs. Agnes Dunbar, of Margaret River; Miss Lizzie Faram, of Kalgoorlie; Miss Charlotte Helen Hack, of Derby; Miss Margaret Hernan, of Broome; John Richard Hinwood, Esq., of South Perth; Miss Edith Grace Irvine, of Roebourne; Miss Ethel Stewart Lochhead, of Albany; Miss Beatrice Alma

Morrison Maley, of Geraldton; Mrs. Florence Beatrice McLeod, of Katanning; Miss Norma Margaret Monger, of Bunbury; Miss Margaret Kerr Parker, of Port Hedland; Richard William Paynter, Esq., of Meckering; Miss Eileen Sexton, of Wyndham; Miss Frederica Simpson, of Carnarvon, and Sherrard Charles Warnock, Esq., of Pingelly, as Commissioners for Declarations under the Declarations and Attestations Act, 1913.

THE ELECTORAL ACT, 1907-1936.

THE Hon. Minister for Justice has approved of the undermentioned appointments and cancellations of appointments of Postal Vote Officers under section 89 of the Electoral Act, 1907-1936:—

APPOINTMENTS.

Avon District.

Road Board Office, Merredin—Senior, Frederic Sydney.

Greenough District.

Bunjil—Byne, Edward.

Katanning District.

Needilup—Brown, Charles Joseph; Herbert, Henry.

Nelson District.

Group 121, Northcliffe—Bashford, James; Flanagan, James.

School, Deanmill—Gibbney, William Taylor.

Northam District.

R.T. Depot, Northam Camp—Mason, Leslie Joseph.

Yilgarn-Coolgardie District.

Railway Station, Carrabin—Horan, William John.

CANCELLATIONS.

Fremantle District.

M.V. "Koolama"—Egglesstone, John.

Yilgarn-Coolgardie District.

C/o 888 Gold Mine via Ora Banda—Solomon, Noel D.

H. R. GORDON,
Under Secretary for Law.

NOTICE TO MARINERS.

No. 2 of 1940.

Australia—West Coast.

Entrance Channel to Fremantle Inner Harbour.

Light Beacon Replaced by Buoy.

Position—The middle beacon of the three marking the northern limit of the Entrance Channel.

Details—The beacon which exhibited a red flashing light in this position has been temporarily replaced by a gas buoy painted red and exhibiting a flashing red light of the same character as hitherto, viz., one second flash, two seconds eclipse.

Charts affected—Nos. 240, 1053, 1700.

Publications—Australia Pilot, Vol. V., Page 321.

Authority—Fremantle Harbour Trust.

Date—April 11th, 1940.

W. K. SAUNDERS,
Harbour Master.

L. A. HANCOCK,
Acting Secretary.

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:—

YOUANMI.

15th May, 1940, at 11 a.m., at the Police Station—

†Youanmi—Town §336, 1r., £12 10s.

COOLGARDIE.

17th May, 1940, at 11 a.m., at the Mining Registrar's Office—

†Coolgardie—Town 1199, 1564, 1621, 1r. each, £12 10s. each; 1571, 32p., £12 10s.; 2037, 1r. £15.

KALGOORLIE.

28th May, 1940, at 2 p.m., at the District Lands Office—

†Kalgoorlie—Town (Lewis street), 2325, 1r., £10; (Lyall street) 1669, 2295, 1r. each, £15 each; 1594, 1r. 26p., £20; (Hare street) 2201, 1r., £10; (Varden street) 2224, 1r., £15; 2225, 1r., £20; (Sutherland street) 1776, 1r., £10; (Balfour street), 1436, 1r. 7p., £15; 1483, 1r., £12; (Davidson street) §2587, 1r., £10.

†Boulder—Town (Lane street) 2723, 27.1p., £20; 2724 to 2734 inclusive, 27.7p. each, £15 each; 2735, 27p., £20; 2716 to 2719 inclusive, 37.6p. each, £15 each; 2720, 36.8p., £20; 2443, 37.4p., £10; (Frank street) 2714, 33.8p., £12 10s.; 2722, 35.4p., £12 10s.; (Oswald street) 2721, 29.3p., £12 10s.; (Frank street) 1498, 1500, 1r. each, £12 10s. each; (Tupper street) 1495, 1r., £12 10s.; (Dart street) 799, 1r., £15; (York street) 838, 1r., £14; (North terrace) §1040, 1r., £10; (Clancy street) R216, 1r., £12; 2472, 20p., £10; 2531, 39.8p., £25; (Burt street) §467, 20p., £12 10s.

NORSEMAN.

29th May, 1940, at 8 p.m., at the Court House—

Norseman—Town 611, 31.5p.; 612 to 618 inclusive, 32.4p.; 620, 32.4p.; 621, 31.5p.; 622 to 626 inclusive, 31.5p.; 628 to 630 inclusive, 31.5p.; 631, 30.8p.; 632 to 634 inclusive, 31.5p.; 636 to 640 inclusive, 31.5p.; 641, 30.8p.; 642, 31.5p.; 644 to 650 inclusive, 31.5p.; 651, 30.8p.; 652 to 658 inclusive, 31.5p.; 1063, 31.5p.; 1091, 30.8p.; 1092, 31.5p.; 1093 to 1100 inclusive, 32.4p.; 1101, 31.5p., £20 each; 319, 1r., £12 10s.; 342 to 345 inclusive, 1r. each, £10 each; 346, 39.1p., £12 10s.; §152, 1r., £20.

†1040, 1076, 1r. each, £12 10s. each.

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

§Subject to payment 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 under-mentioned 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, Corres. No., Plan.
Denning, F. H.; 28668/55; Williams 9765; £125 15s. 2d.; 17689/10; 408/80, EF4.
Denning, F. H.; 40384/55; Williams 11520; £295 19s. 11d.; 1952/23; 408/80.
Dodd, Margaret (Mrs.); 195/153C; Moora 196; abandoned; 7790/12; Moora.
Gamble, J. M. (Miss); 347/2147; Victoria 8901; abandoned; 2304/38; 90/80, C3 & 4.
Gianoncelli, G. M.; 3116/874; Jilbadji 619; abandoned; 1819/39; 36/80, F4.
Graham, T. K.; 55/1138; Ninghan 2979; abandoned; 3940/28; 66/80.
Graham, T. K.; 74/333; Ninghan 3341; abandoned; 4298/28; 66/80.
Jackson, T. L.; 28906/55; Esperance part 530; abandoned; 1048/11; 402/80, D2 & 3.
Jackson, S. J. (Mrs.); 68/1363; Esperance 1343; abandoned; 1880/28; 402/80, C4.
Mott, Frederick; 40451/55; Avon 15959; £132 9s. 2d.; 2485/23; 54/80, B2.
Mott, Frederick; 23679/74; Avon 24556; abandoned; 4697/23; 54/80, B2.
Newton, Frank; 18180/68; Avon 21947; £234 10s. 9d.; 3042/24; 345/80, D4.
Newton, Frank; 24122/74; Avon 21948; abandoned; 3849/24; 376/80.
Newton, W. I.; 23049/68; Jilbadji 434; abandoned; 1683/28; 23/80, E2.

Ochiltree, J. O.; 36581/55; Korijekup 4, 8, 30, 35; £315 1s. 0d.; 5036/19; Korijekup, Sheet 2.
 O'Connor, W. F.; 26167/55; Victoria 4541; abandoned; 5224/10; 191/80, B4.
 O'Connor, W. F.; 7599/68; Victoria 6603; £139 18s. 1d.; 2073/12; 191/80, B4.
 O'Connor, M. (Mrs.); 8970/56; Victoria 4545; £348 8s. 0d.; 5222/10; 191/80, B4.
 Panizza, Bortolo; 347/2382; Jilbadji 396; abandoned; 1869/38; 23/80, E1.
 Spragg, A. N.; 74/1703; Williams 3340; non-compliance with conditions; 1872/33; 378D/40, C3.
 Taylor, H. H.; 20750/68; Jilbadji 121; abandoned; 4924/25; 24/80, D1.
 Vincent, K. A. M.; 68/615; Ninghan 3009; £76 16s. 8d.; 4882/28; 66/80.
 Vincent, K. A. M.; 74/397; Ninghan 3358; abandoned; 5293/28; Donkey Soak, Sheet 2.
 Wilkinson, R. P.; 347/791; Ninghan 3736; £9 0s. 0d.; 715/35; 60/80, B3.

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, 29th MAY, 1940.

PERTH LAND AGENCY.

North-West Division.

Windell District (near Mt. Newman).

Corres. 3573/29. (Plan 91/300.)

Those areas of unsurveyed land, containing about 6,312, 27,688, and 36,000 acres, being W. A. Snell's forfeited Pastoral Leases Nos 3518/96, 2960/96 and 2959/96; subject to Agricultural Bank indebtedness.

Eastern Division.

Hann and Nabberu District (about 50 and 75 miles north-east and north of Wiluna).

Corres. 6145/22. (Plans 71, 70, 60 & 61/300.)

Those areas of unsurveyed land, containing about 20,000, 78,454, and 40,000 acres, being W. A. Snell's forfeited Pastoral Leases Nos. 3101/97, 3495/97 and 3711/97; subject to Agricultural Bank indebtedness.

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, 15th MAY, 1940.

ALBANY LAND AGENCY.

Plantagenet District (near Cape Riche).

Corr. No. 8695/07. (Plans 446/80, E & F4; 450/80, E & F1.)

(a) The unsurveyed area, containing about 1,000 acres, bounded by lines starting at the north-eastern corner of Location 79 and extending west along the northern boundary of said location and its prolongation westward to the eastern boundary of Location 1761; thence north along said eastern boundary and west about 33 chains along part of its northern boundary; thence north about 140 chains and east to the western boundary of Class "A" Reserve 14943; thence south along the western boundaries of said reserve and Location 378 to the starting point.

(b) The unsurveyed area, containing about 2,000 acres, bounded by lines starting at the south-western corner of Location 8 and extending south along the eastern boundary of Location 3555 to its south-eastern corner; thence westward along a southern boundary of said Location 3555 and the southern boundary of Location 3 to the eastern boundary of Location 190; thence southward, westward, and northward along the eastern, southern, and western boundaries of said Location 190 to a southern boundary of Location 3555 aforesaid; thence west along said southern boundary and north along the westernmost boundary of said Location 3555 and the prolongation northward of said western boundary to the south-eastern corner of Location 1761; thence west about 57 chains along the southern boundary of the last-mentioned location and its prolongation westward; thence south to the shores of the Southern Ocean; thence easterly and north-easterly along the shores of the said Southern Ocean to the south-eastern boundary of Location 8 aforesaid; thence south-westward along said south-eastern boundary to the starting point; excluding a 10 chain strip along the coast.

Subject to survey, classification, and pricing, the payment of prescribed survey fee with application, and the provision of any necessary roads.

BEVERLEY LAND AGENCY.

Avon District (near Corrigin).

Corr. No. 327/40. (Plan 344/80, C3.)

Location 17615, containing 524a. 0r. 22p., at 6s. per acre; classification page 23 of 5518/12; subject to Agricultural Bank, Industries Assistance Board, and Colonial Treasurer's indebtedness and a cropping lease expiring on the 28th February, 1941; being T. S. S. Caley's cancelled application.

GERALDTON LAND AGENCY.

Victoria District (about five miles south-east of Wilroy).

Corr. No. 5914/27. (Plan 156/80, F3 & 4.)

Locations 6010, 6197 and 6015, containing 3,603a., at 6s. per acre; classification page 41 of 5914/27; subject to Agricultural Bank indebtedness. This cancels the previous *Gazette* notice dated 7/5/37.

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

Corr. No. 1237/38. (Plan 122/80, E1.)

Location 7983, containing 1,800a. 0r. 22p., at 4s. 2d. per acre; classification page 9 of 1237/38; exempt from road rates for two years from date of approval of application; being F. R. Petford's forfeited Lease 347/1949.

Victoria District (about 12 miles north of Mullewa).

Corr. No. 4175/24. (Plan 161/80, D4.)

Location 4159, containing 2,001a. 0r. 14p., at 5s. 3d. per acre; also Locations 5567, 5568 and 6344, containing 4,374a., at 5s. 6d. per acre; classification page 77 of 1415/26; subject to Agricultural Bank indebtedness.

NORTHAM LAND AGENCY.

Victoria District (about nine miles east of Buntine).

Corr. No. 888/39. (Plan 89/80, D1 & 2.)

Location 3689, containing 2,205a., at 5s. per acre; classification page 8 of 7049/20; subject to payment for improvements; being G. Hammond's cancelled application.

Melbourne District (about 11 miles east of Gabalong).

Corr. No. 2467/29. (Plan 57/80, C1.)

Location 3264, containing 304a. 0r. 16p., at 4s. per acre; classification page 12 of 2467/29; exempt from road rates for two years from date of approval of application; being J. Hourigan's forfeited Lease 68/2280.

Avon District (about eight miles south of Mandiga).

Corr. No. 6883/19. (Plan 55/80, B4.)

Location 21560, containing 720a., at 6s. 9d. per acre; classification page 16 of 6883/19; and Location 22178, containing 505a. 1r. 37p., at 6s. 6d. per acre; classification page 7 of 1068/21; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease expiring on the 28th February, 1941; being D. Buchanan's forfeited Leases 38516/55 and 14164/68.

Ningham District (about five miles north of Narkal).

Corr. No. 1067/22. (Plan 56/80, F1.)

Location 1761, containing 761a. 1r. 13p., at 8s. per acre; classification page 41 of 8370/09, Vol. 1; subject to Agricultural Bank, Industries Assistance Board, and Minister for Land's indebtedness and a cropping lease expiring 28/2/41; being H. Everington's forfeited Lease 29233/55.

PERTH LAND AGENCY.

Jandakot A.A. (about one mile east of Jandakot).

Corr. No. 4724/30. (Plan 341A/40, B & C1.)

Location 158, containing 125a. 2r. 33p., at 7s. per acre; classification page 5 of 3006/15; subject to payment for improvements, if any; being E. C. Vickers' forfeited Lease 74/1153.

WAGIN LAND AGENCY.

Kojoump District (about 1¼ miles south-east of Bokal).

Corr. No. 829/37. (Plans 410C/40, F4; 409D/40, A4.)

Locations 4581, 4582, 4583, 4584, 4585, 4586, 4587, 4588 and 4589, containing 1,719a. 3r., at 4s. per acre (as one holding); classification page 6 of 5036/24 and page 10 of 3654/26; subject to Agricultural Bank indebtedness; being G. W. Squires' forfeited Lease 348/686.

THURSDAY, 16th MAY, 1940.

BRIDGETOWN LAND AGENCY.

Sussex District (about two miles east of Dianella Siding).

Corr. No. 935/35. (Plan 440D/40, B4.)

Location 2603, containing 553a. 1r. 19p., at 7s. per acre; classification page 5A of 376/31; subject to the payment for improvements, if any, and timber conditions; being T. H. McDonald's forfeited Lease 347/819.

Nelson District (about 2½ miles north-east of Dombakup Siding).

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

Corr. 2137/37. (Plan 442C/40, F4.)

Lot 9717, containing 80a. 1r. 21p.; purchase money—£38 3s. 8d.; half-yearly instalments over 30 years, including principal and interest:—to civilians, at 5 per cent. p.a.—£1 4s. 1d.; to returned soldiers, at 4½ per cent. p.a.—£1 2s. 10d.; Lot 9723, containing 113a. 1r. 18p.; purchase money—£51 0s. 3d.; half-yearly instalments over 30 years, including principal and interest:—to civilians, at 5 per cent. p.a.—£1 12s. 3d.; to returned soldiers, at 4½ per cent. p.a.—£1 10s. 6d.; and Lot 9724, containing 92a. 3r. 9p.; purchase money—£44 1s. 8d.; half-yearly instalments over 30 years, including principal and interest:—to civilians, at 5 per cent. p.a.—£1 7s. 10d.; to returned soldiers, at 4½ per cent. p.a.—£1 6s. 4d.; subject to the conditions applying to this district; being M. M. Clement's forfeited Lease 347/1688.

WEDNESDAY, 22nd MAY, 1940.

ALBANY LAND AGENCY.

Plantagenet District (near Woodburn).

Corr. No. 8711/12. (Plan 451/80, D1.)

Location 5615, containing 215a. 0r. 18p., at 6s. per acre, excluding survey fee; classification page 70 of File 8711/12; subject to payment of quarter survey fee (£3 10s.) with application.

Plantagenet District (near Warreup).

Corr. No. 6397/23. (Plan 451/80, D4.)

That portion of Reserve 18449 (Location 5384), containing about 19 acres, bounded by lines commencing at its north-west corner and extending east about 10 chains along its north boundary; thence south-westward about 24 chains and westward about 10 chains along existing fences to the south-eastern side of the Upper King road (No. 992); thence north-eastwards along said road to the starting point; available subject to survey at 5s. per acre, excluding survey fee and improvements; classification page 51 of File 6397/23; Reserve 18449 (Pine Plantation) is hereby reduced.

BUNBURY LAND AGENCY.

Murray District (near Haub Bridge).

Corr. No. 2830/29. (Plan 383A/40, B1.)

Location 1331, containing 243a. 3r.; subject to classification and pricing; the unsurveyed area, containing about 160 acres, bounded on the north-eastward by Road No. 5624, on the southward by Road No. 892, on the west by Location 1011; available subject to survey, classification, and pricing; Reserve 20312 (Common) is hereby reduced.

Wellington District (about five miles west of Wagerup).

Corr. No. 2204/39. (Plan 383A/40, B2.)

Locations 1269 and 3912, containing 880a. 3r. 30p., at 7s. 3d. per acre; classification page 5 of 3831/22; subject to payment for improvements, if any, and to timber conditions; also Location 1306, containing 250a., at 9s. 6d. per acre; subject to Agricultural Bank indebtedness and to timber conditions; being N. L., E. G. and F. N. Lloyd's cancelled application.

Wellington District (about three miles south-east of Muja).

Corr. No. 1716/31. (Plans 410D/40, A & B3 & 4.)

Location 2191, containing 160a., at 5s. per acre; classification page 13 of 1716/31; subject to payment for improvements, if any; being H. G. Merritt's forfeited Lease 68/3336.

GERALDTON LAND AGENCY.

Victoria District (about 21 miles east of Ajana).

Corr. No. 5047/27. (Plan 191/80, E3.)

Locations 5073, 5080, and 5082, containing 2,980a., at 5s. per acre; if selected together; classification page 3 of 4246/20; subject to payment for improvements, if any. This cancels the previous *Gazette* notice dated 8/4/38.

Victoria District (about 6 miles east of Bowgada).

Corr. No. 2584/27. (Plan 122/80, E and F2.)

Location 8113, containing 618a. 0r. 24p., at 3s. 11d. per acre; subject to Agricultural Bank indebtedness. This cancels the previous *Gazette* notice dated 15/12/39.

Victoria District (about 16 miles east of Maya).

Corr. No. 1719/39. (Plan 96/80, D & E4.)

Location 9551, containing 3,189a. 0r. 17p., at 2s. 1d. per acre; classification page 20 of 974/35; subject to payment for improvements, if any; being A. I. and L. H. I. Smith's cancelled application.

Victoria District (about 22 miles east of Ajana).

Corr. No. 3260/26. (Plan 191/80, E3.)

Locations 5079, 5072, and 8332, containing 1,995a. 3r. 7p., at 3s. 9d. per acre, if selected together; classification page 66 of 3260/26; subject to payment for improvements, if any; this cancels the previous *Government Gazette* notice dated the 28th December, 1934.

Victoria District (about 10 miles east of Hutt.)

Corr. No. 1543/39. (Plan 160/80, C. & D1.)

Location 4345, containing 4,999a. 3r. 3p., at 4s. 3d. per acre; classification page 8 of File 3920/18; exempt from road rates for two years from date of approval of application; being B. G. and P. W. Nairn's forfeited Lease 347/2455.

NARROGIN LAND AGENCY.

Williams District (about two miles south-east of Dardadine.)

Corr. No. 140/40. (Plan 410B/40, F1 & 2.)

Location 12962, containing 1,617a. 0r. 7p., at 1s. 9d. per acre; classification page 8 of 5260/23; subject to Agricultural Bank indebtedness and poison eradication and timber conditions; being J. F. Wunnenberg's cancelled application.

NORTHAM LAND AGENCY.

Ningham District (about 11 miles south-east of Ballidu.)

Corr. No. 1709/39. (Plans 64/80, F4; 65/80, A4.)

Locations 180, 208, and 1441, containing 1,192a. 3r. 23p., at 6s. 0d. per acre; classification page 8A of 714/35; subject to payment for improvements and the right of resumption, without compensation, except for the actual value of any improvements resumed; being E. A. Rose's cancelled application.

Ningham District (about 11 miles north of Koorda.)

Corr. No. 2226/39. (Plan 56/80, F1.)

Location 560, containing 999a. 3r. 30p., at 5s. 9d. per acre; classification page 6 of 5781/21; subject to Agricultural Bank indebtedness and to a cropping lease expiring on the 28th February, 1941; being T. L. C. and M. J. Broad's cancelled application.

Avon District (about 10 miles south of Gabbin.)

Corr. No. 5298/20. (Plan 55/80, A4.)

Locations 14571, 14572, and 14573, containing 1,320a.; subject to reclassification and pricing, also Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness and to a cropping lease expiring on 28/2/1941; also location 24271, containing 155a. 0r. 32p., subject to reclassification and pricing and Minister for Lands' indebtedness; being A. C. Wilson's forfeited Leases 12639/56 and 38581/55 and 13051/56.

PERTH LAND AGENCY.

Cockburn Sound District (at Kogolup Lake.)

Corr. No. 4791/13, Vol. 3. (Plan 341A/40, B1.)

Location 764, containing 22a. 0r. 13p.; location 765, containing 17a. 3r. 10p.; location 766, containing 22a. 2r. 29p.; location 769, containing 21a. 0r. 19p.; location 770, containing 21a. 3r. 32p.; location 771, containing 21a. 3r. 8p.; available subject to pricing; classification page 280 of File 4791/13, Vol. 3.

Murray District (near Keysbrook.)

Corr. No. 1229/15. (Plan 280B/40, D1.)

That portion of Location 356, containing about 60 acres, situate south of a line in production west of the north boundary of Location 355; available, subject to survey, at 35s. per acre, excluding survey fee; classification page 201 of File 1229/15; reserve 9632 (Ballast Pit, Railways) is hereby reduced.

SOUTHERN CROSS LAND AGENCY.

Yilgarn District (about 8 miles north-east of Ghooli.)

Corr. No. 2703/37. (Plans 36/80, F2 and 24/300.)

Location 724, containing 997a. 2r. 15p.; Location 722, containing 1,436a. 2r. 32p.; Location 727, containing 999a. 3r. 30p.; and Location 728, containing 1,000a. 0r. 22p.; all at 4s. per acre; subject to payment for improvements at capital values of £150, £220, £200, and £330 respectively, and to mining conditions; all marketable timber is reserved to the Crown; being H. R. Turner's forfeited Leases 348/913 and 3116/731.

Jilbadji District (about 12 miles south-west of Marvel Loch.)

Corr. No. 516/28. (Plan 23/80, E3.)

Location 464, containing 1,500a. 2r. 36p., at 3s. 6d. per acre; classification page 97 of File 1071/28, Vol. 1; subject to payment for improvements at a capital value of £200, also to mining and timber conditions; being J. P. O'Neill's forfeited Lease 55/1009.

THURSDAY, 23rd MAY, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (about 3 miles south of Bridgetown.)

Corr. No. 1214/31. (Plan 439B/40, E2.)

The area, containing about 475 acres, bounded on the north by Locations 1275 and 11254, on the eastward by Road No. 1768, on the south by Locations 2283, 1470, 1745 and 962, on the north-westward by Road No. 2016; available subject to classification, pricing, and any necessary survey; Lease No. 259/41A is hereby reduced.

Nelson District (about three miles south-east of Northcliffe.)

Corr. No. 3074/29. (Plan 454B/40, F1.)

Locations 9871 and 9872, containing 217a. 3r. 12p.; purchase money—£1,005 10s., including survey fee and improvements; half-yearly instalments over 30 years, including principal and interest:—to civilians, at 5 per cent. p.a.—£31 14s. 9d.; to returned soldiers, at 4½ per cent. p.a.—£30 0s. 7d.

Sussex District (about 3½ miles south of Busselton.)

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

Corr. 1669/39. (Plan 413C/40, D3.)

Lot 2330, containing 186a. 3r. 25p.; purchase money—£193; half-yearly instalments over 30 years, including principal and interest:—to civilians, at 5 per cent. p.a.—£6 1s.; to returned soldiers, at 4½ per cent. p.a.—£5 15s. 3d.; subject to the conditions applying to this area and to timber conditions; being G. T. Shelton's cancelled application.

WEDNESDAY, 29th MAY, 1940.

GERALDTON LAND AGENCY.

Victoria District (about 2½ miles east of Wilroy.)

Corr. No. 6125/23. (Plans 156/80, F3; 156B/40, F2.)

Location 5747, containing 2,496a., at 5s. per acre; classification page 47 of 6125/23; subject to payment for improvements, if any, and exemption from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 7th October, 1938.

Victoria District (about 5½ miles north of Beatty Siding.)

Corr. No. 2876/28. (Plans 161/80, E & F4; 156B/40, E & F1.)

Location 8905, containing 534a. 0r. 8p., at 3s. 6d. per acre; classification page 12 of 2876/28; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 2nd September, 1938.

Victoria District (about 25 miles east of Ajana.)

Corr. No. 4916/29. (Plan 191/80, E & F3.)

Location 9288, containing 2,100a. 0r. 8p., at 2s. per acre; classification page 5 of 4916/29; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 26th May, 1931.

Victoria District (about 11 miles north-east of Ajana.)

Corr. No. 6265/27. (Plan 191/80, C2 & 3.)

Location 7853, containing 2,998a. 3r. 1p., at 1s. 6d. per acre; classification page 20 of 4339/22; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 27th July, 1932.

Victoria District (about 7½ miles east of Ajana.)

Corr. No. 6042/27. (Plan 191/80, B & C3.)

Location 8791, containing 4,999a. 0r. 27p., at 1s. per acre; classification page 14 of 6042/27; subject to payment of prescribed survey fee with application. This cancels the previous *Gazette* notice dated 6th December, 1929.

Victoria District (about 12½ miles north of Tenindewa).

Corr. No. 1549/27. (Plans 156/80, B1; 161/80, B4.)

Location 6078, containing 689a., at 7s. 3d. per acre; and Location 6088, containing 1,217a., at 4s. 3d. per acre; classifications pages 20 and 19 of 1442/12; subject to Agricultural Bank and Industries Assistance Board indebtedness and a cropping lease expiring 28th February, 1941; being M. O. Griffith's forfeited Leases 42247/55 and 21583/68.

NARROGIN LAND AGENCY.

Williams District (about seven miles north of Lake Grace).

Corr. No. 7183/22. (Plan 387/80, C2.)

Location 12833, containing 160a. 1r. 4p., at 9s. per acre; classification page 11 of 7183/22; exempt from road rates for two years from date of approval of application; being M. B. Geddes' forfeited Lease 40174/55.

NORTHAM LAND AGENCY.

Avon District (about five miles south-east of Cramphorne).

Corr. No. 3505/27. (Plan 5/80, D & E1 & 2.)

Location 19180, containing 897a. 2r. 29p., at 5s. 6d. per acre; classification page 9 of 3461/22; also Locations 19203 and 26122, containing 996a. 1r. 33p., at 4s. per acre; classification page 43 of 3505/27; or, if selected together as one holding 4s. 6d. per acre; subject to Agricultural Bank and Industries Assistance Board indebtedness; being S. F. Hill's forfeited Leases 22151/68 and 25732/74.

Melbourne District (about four miles north-east of Miling).

Corr. No. 1463/12. (Plan 64/80, A & B2 & 3.)

Locations 2199, 1560, and 1561, containing 1,340a., 200a., and 200a. respectively; subject to reclassification and pricing; subject to Agricultural Bank and Industries Assistance Board indebtedness and a cropping lease expiring 28th February, 1941; being E. Bennett's forfeited Leases 10634/68, 19174/55, and 19175/55.

Ninghan District (about 2½ miles north of Welbungin).

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

Locations 579 and 578, containing 1,675a., at 6s. 6d. per acre; classifications page 70 of 778/11 and page 20 of 9149/09; to be selected as one holding; subject to Agricultural Bank indebtedness. This cancels the previous *Gazette* notices dated 25th August, 1933, and 3rd November, 1939.

Ninghan District (about six miles south of Jingymia).

Corr. No. 6546/27. (Plan 65/80, E3 & 4.)

Location 2784, containing 809a. 3r. 4p., at 3s. 6d. per acre; classification page 7 of 6546/27; subject to payment for improvements; being J. H. Wiseman's forfeited Lease 23026/68.

PERTH LAND AGENCY.

Swan District (about 10½ miles west of Kingsford or Bullsbrook).

Corr. No. 2611/37. (Plan 28/80, B4.)

Locations 2692, 3303 and 3118, containing 516a. 0r. 23p., at 6s. per acre; classification page 6 of 1187/31; exempt from road rates for two years from date of approval of application; being G. Geneff and T. Spiro's forfeited Lease 347/1638.

Peel Estate (about three miles south-west of Forrestdale).

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

Corres. 2177/39. (Plan Peel Estate, Sheet 1.)

Lots 102, 105, 106, 107, 690, 688, and 694, containing 2,021a. 0r. 9p.; purchase money—£737 7s. 6d.; deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£23 19s. 10d.; to returned soldiers, at 4½ per cent. p.a.—£22 13s.; to be selected as one holding; subject to conditions applying to this Estate and timber conditions; being H. Ambuhl's cancelled application.

WAGIN LAND AGENCY.

Williams District (about six miles north-west of Warup).

Corr. No. 1510/37. (Plans 409A/40, B & C2.)

Location 9572, containing 790a., at 4s. 6d. per acre; classification page 24 of 1994/16; subject to eradication of poison before the Crown grant issues and exemption from road rates for two years from date of approval of application and payment for improvements, if any; being M. L. Sprigg's forfeited Lease 347/1475.

THURSDAY, 30th MAY, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (about four miles north-east of Catterick).

Corr. No. 2380/37. (Plan 414C/40, F4.)

Location 11801, containing 158a. 0r. 30p., at 14s. per acre; classification page 6 of 2380/37; exempt from road rates for two years from date of approval of application and to conditions applying to selection in this district; being H. Carter and J. Leslie's forfeited Lease 347/1633.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

Department of Lands and Surveys,

Perth, 10th May, 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:—

Goomalling.

13545/01.

No. 1615: Extension:—A strip of land, one chain wide, leaving terminus of present road at its junction with a surveyed road in Avon Location 2815 near the south-western corner of Location 21543 and extending southward through said Location 2815 to a surveyed road on its southern boundary. (Plan 32C/40, D4.)

Perth.

2407/17.

No. 5924: Short street (extension):—A strip of land, one chain wide (widening at its commencement at its intersection with Stoneham street and at its terminus), commencing at French street at the south-west corner of Lot 863 of Perthshire Location Au and extending (as shown on Land Titles Office Plan No. 5937) west inside and along the south boundaries of Lots 864 to 874, inclusive; thence south-westward through Lots 875 and 828 and west along the north boundary of Lot 827 to Tyler street.

2a. 2r. 31.5p. being resumed from Perthshire Location Au. (Plan 1D/20, NE.)

Williams.

1794/37.

No. 6963: Widenings:—

(1) Those portions of Williams Locations 5303 and 5302 bounded by lines commencing on the western boundary of the former 10 chains 22.2 links from its north-western corner and extending (as shown on Diagram No. 60201) 302deg. 20min. 12 chains 33.6 links along said boundary; thence 112deg. 43min. 7 chains .7 links, and 134deg. 30min. 5 chains 55.3 links through said location to the commencement point.

(2) That portion of Williams Location 4373 bounded by lines commencing on its western boundary 2 chains 8.3 links from its south-western corner and extending (as shown on said Diagram) 316deg. 22min. 2 chains 56.4 links and 352deg. 21min. 2 chains 1.1 links along the said boundary; thence 162deg. 16min. 1 chain 99.6 links and 43deg. 44min. 2 chains 41.5 links through said location to the starting point.

8.3p. being resumed from Williams Location 5302.

2r. 27.3p. being resumed from Williams Location 5303.

12p. being resumed from Williams Location 5676. (Plan 384B/40, D1.)

Kununoppin-Trayning.

2992/25.

No. 7500: Regazettal of part (widening and diversion):—A strip of land, beginning six chains in width and extending (as shown on Diagram No. 58825) south

along the east boundary of Avon Location 15368 for a distance of 35 chains 22.8 links; thence narrowing to one chain and continuing along the east boundaries of Locations 15368 and 15367 to a surveyed road at the south-east corner of the latter. (Plan 34/80, B2 and 3.)

Perth.

2407/17.

No. 9643: Kiusella street (extension):—A strip of land, one chain wide (widening at its commencement and at its intersection with Stoneham street and at its terminus), leaving the present road at the north-west corner of Lot 94 of Perthshire Location Au (L.T.O. Plan No. 3059) and extending (as shown on Lands Titles Office Plan No. 5937) west, passing inside and along the north boundaries of Lots 889 to 886, Lot 5 (L.T.O. Diagram No. 8681), and Lots 884 to 879; thence north-westward, through Lots 878 and 925 and west, passing inside and along the south boundary of Lot 1 (L.T.O. Diagram No. 7241) to Tyler street.

2a. 2r. 30.9p. being resumed from Perthshire Location Au. (Plan 1D/20, N.E.)

Goomalling.

1248/36.

No. 9893: Deviation:—A strip of land, one chain wide, leaving the present road in Avon Location 24479 and extending (as shown in Diagram No. 58687) north through said location and Location 24478 and west along part of the latter's north boundary to the present road.

2a. 3r. 9p. being resumed from Avon Location 24479.

1a. 1r. 20.5p. being resumed from Avon Location 24478. (Plan 32B/40, F1.)

Perth.

2407/17.

No. 10049: Hodgson street (extension):—A strip of land, one chain wide (widening at commencement at its junction with Stoneham street and Banksia street and at its junctions with Osborne street and at terminus), leaving Tyler street on the west boundaries of Lots 930 and 1 of Perthshire Location Au and extending (as shown on L.T.O. Plan No. 5937) east through Lots 930 and 1047 to 1044, inclusive, and 267 to 264, and 1041 and 1, and 995 to 997, and 275 to 268 and along Hodgson street, and through Lot 6 and Lots 1014 to 1019, inclusive; Lots 1, 2 and 4, and Lots 1028 to 1024, and Lot 1022 to Wannaru road.

3a. 2r. 1.5p. being resumed from Perthshire Location Au. (Plan 1D/20, N.E.)

Perth.

2407/17.

No. 10053: Wade street:—A strip of land, one chain wide (widening at its commencement and terminus), leaving Tyler street at the north-west corner of Lot 3 of the said location and extending (as shown on the said plan) east along the north boundary of said lot and through Lots 939 to 943, inclusive, and through Lots 1, 2, and 945 to Stoneham street.

1a. 2r. 26.8p. being resumed from Perthshire Location Au. (Plan 1D/20, N.E.)

Perth.

2407/17.

No. 10054: Grenville street (extension):—A strip of land, one chain wide, leaving Banksia street at the north-western corner of Lot 1066 of Perthshire Location Au and extending (as shown on L.T.O. Plan No. 5937) east through Lots 1066-1071, inclusive; Lot 1073, Lots 1080 to 1076, and Lot 1074 to Wannaru road.

1a. 2r. 8.1p. being resumed from Perthshire Location Au. (Plan 1D/20, N.E.)

Perth.

2407/17.

No. 10055: Joondanna drive:—A strip of land, one chain wide (widening at its commencement and at junctions with Stoneham street and French street and at its terminus), leaving Tyler street at the south-

western corner of Lot 826 of Perthshire Location Au and extending (as shown on Land Titles Office Plan No. 5937) east along the south boundaries of Lots 826 to 823, inclusive; the south boundaries of Lots 1 to 4 and Lot 8 (L.T.O. Diagram No. 10976), and along the south boundaries of Lots 820 to 812 to Banksia street.

3a. 2r. 39.9p. being resumed from Perthshire Location Au. (Plan 1D/20, N.E.)

Augusta-Margaret River.

2232/37.

No. 10065:—A strip of land, starting one chain wide and widening to 150 links, commencing on the south boundary of Reserve No. 21051 and extending (as shown on Plan No. 4996) northward through said reserve and reserved railway land, and along a west boundary of Reserve No. 11532 to York street.

3a. 2r. 21p. being excised from The Railway Reserve. (Plan Augusta Townsite.)

Gnowangerup.

1358/39.

No. 10066:—A strip of land, one chain wide (widening at its terminus), commencing at the south-east corner of Plantagenet Location 2337 and extending (as shown on Diagram No. 57459) north along the east boundary of said location to a surveyed road at its north-east corner.

6a. 0r. 11p. being resumed from Plantagenet Location 2337. (Plan 436C/40, F3.)

Narembeen.

811/38.

No. 10067:—A strip of land, one chain wide, leaving a surveyed road at a north-western corner of Avon Location 24085 and extending south through said location and along the westernmost boundary of Location 25498 and the west boundary of Location 19321 to a surveyed road at its south-west corner. (Plan 5/80, C2 & 3.)

Kojonup.

5732/05.

No. 10068:—A strip of land, one chain wide, leaving Road No. 7292 at the north-western corner of Nelson Location 351 and extending south-eastward along its north-eastern boundary to its south-eastern corner; also to include that portion of said Location 351 bounded by lines commencing on its north-eastern boundary 15 chains 37.7 links from its south-eastern corner and extending (as shown on Diagram No. 57468) 288deg. 32min. 12 chains 58.4 links and 311deg. 47min. 39 chains 84.3 links through the said location; thence 126deg. 16min. 51 chains 64.2 links along the western side of the present road to the starting point.

9a. 3r. 23p. being resumed from Nelson Location 351. (Plan 437D/40, D4.)

Morawa.

1934/37.

No. 10069:—A strip of land, one chain wide (widening in part), commencing at a north-west corner of Victoria Location 5505 and extending (as shown on Diagrams Nos. 59423 and 60747) east along the north boundaries of the said location and Location 9652 and south along part of the east boundary of the latter to a surveyed road joining the same.

26a. 3r. 5p. being resumed from Victoria Location 9652.

7a. 2r. 16p. being resumed from Victoria Location 5505. (Plan 128/80, B4 & C4.)

Kojonup.

2418/16.

No. 10070:—A strip of land, one chain wide (widening in part, as shown on Diagram No. 57467), leaving a surveyed road opposite the north-eastern corner of Kojonup Location 7088 and extending (as shown on O.P. Kojonup No. 1873) north-eastward through and along part of the eastern boundary of Location 7837 to a surveyed road at its north-eastern corner.

2a. 3r. 26p. being resumed from Kojonup Location 7837. (Plans 437D/40, A3, and 437A/40, A2.)

Dowerin.

1677/38.

No. 10071:—A strip of land, one chain wide (plus truncation at commencement), leaving a surveyed road at a north-west corner of Avon Location 16405 and extending (as shown on Diagram No. 58913) east along a north boundary of said location; thence north along a west boundary of same to its north-west corner.

5a. Or. 29p. being resumed from Avon Location 16405. (Plan 33A/40, A1.)

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

By order of His Excellency the Lieutenant-Governor,

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

THE ROAD DISTRICTS ACT, 1919-1939.

Closure of Road.

WE, A. Trigwell and G. Layman, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Preston Road Board to close the said portion of road, viz.:—

Preston.

586/05.

P. 358:—Part of the surveyed road passing through Wellington Location 1385; its south-western side extending north-westward for a distance of 11 chains 20 links from the northernmost boundary of Location 3694. (Plan 414A/40, C2.)

ALF. TRIGWELL.
GEORGE LAYMAN.

I, James Egan, on behalf of the Preston Road Board, hereby assent to the above application to close the road therein described.

JAS. EGAN,
Chairman, Preston Road Board.

20th April, 1940.

THE ROAD DISTRICTS ACT, 1919-1939.

Closure of Roads.

WE, O. L. Ryan, G. E. H. House, W. H. Taylor, and M. F. Cavanagh, being the owners of land over or along which portions of roads hereunder described pass, have applied to the Kojonup Road Board to close the said portion of roads, viz.:—

Kojonup.

6568/11.

K. 282:—Portions of Road No. 4563:—

(a) Passing along the east and part of the south boundary of Nelson Location 2584, the east boundary of Location 2611, part of the north and the east boundary of Location 2608 and the east boundary of Location 3845; from the north-east corner of the first-mentioned location to the south east corner of Location 3845 aforesaid;

(b) Passing along the western boundaries of Locations 2597, 2600, and 2604 and part of the north and the west boundary of Location 2603; from the north-west corner of the first-mentioned location to the south-west corner of Location 2603 aforesaid. (Plan 415C/40, E3 & 4.)

O. L. RYAN.
G. E. H. HOUSE.
W. H. TAYLOR.
M. F. CAVANAGH.

I, Ralph Benn, on behalf of the Kojonup Road Board, hereby assent to the above application to close the roads therein described.

R. BENN,
Chairman Kojonup Road Board.

21st April, 1940.

THE ROAD DISTRICTS ACT, 1919-1939.

Closure of Road.

WE, Percy William Hall and James Worton, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Westonia Road Board to close the said portion of road, viz.:—

Westonia.

1576/25.

W. 586:—The surveyed road passing through Yilgarn Locations 236, 238 and 239; from a surveyed road on the north boundary of the first-mentioned location to a surveyed road on the south boundary of the last-mentioned. (Plan 35/80, D1.)

P. W. HALL.
J. WORTON.

I, David Adolphus Davies, on behalf of the Westonia Road Board, hereby assent to the above application to close the road therein described.

D. A. DAVIES,
Chairman Westonia Road Board.

26th April, 1940.

THE ROAD DISTRICTS ACT, 1919-1939.

WHEREAS the SWAN Road Board, by resolution passed at a meeting of the Board, held at Midland Junction on or about the 9th day of September, 1937, resolved to open the road hereinafter described, that is to say:—

674/28.

No. 168: Widenings—

(i) That portion of Swan Location 2803 bounded by lines commencing on the south-western side of the present road at the north-western corner of said location and extending (as shown on Diagram No. 60671) 122deg. 32min. 11 chains 6.3 links along said side of the present road; thence 280deg. 12min. 3 chains 21.9 links and 310deg. 11min. 8 chains 18.8 links through said location and 44deg. 56min. 13.7 links, along its north-western boundary to the starting point.

(ii) That portion of the said Location 2803 bounded by lines commencing on its northern boundary 23 chains 19.8 links from its north-eastern corner and extending (as shown on said Diagram) 305deg. 53min. 4 chains 43.9 links and 285deg. 21min. 3 chains 42.7 links through said location; thence 100deg. 12min. 4 chains 16.1 links and 134deg. 38min. 3 chains 94.4 links along the south-western side of the present road to the starting point.

(iii) That portion of Reserve No. B259 bounded by lines commencing on its south-western boundary 11 chains 1.1 links from its south-western corner and extending (as shown on the said Diagram) 100deg. 12min. 12 chains 23.4 links and 134deg. 38min. 44.2 links through the said reserve; thence 280deg. 12min. 11 chains 99 links and 302deg. 32min. 65.8 links along the north-eastern side of the present road to the starting point.

(iv) That portion of Swan Location 22 bounded by lines commencing at its south-eastern corner and extending (as shown on Diagram No. 60672) 224deg. 57min. 23.4 links along its south-eastern boundary; thence 314deg. 27min. 4 chains 19.4 links and 316deg. 24min. 7 chains 59.1 links through the said location and 134deg. 34min. 11 chains 78.3 links along the south-western side of the present road to the starting point.

2r. 38. Sp. being resumed from Swan Location 2803. (Plan 1D/20, N.E.)

WHEREAS the SWAN and DARLING RANGE Road Boards, by resolutions passed at meetings of the Boards, held at Midland Junction and Kalamunda on or about the 9th day of September, 1937, and the 14th March and 12th December, 1938, respectively, resolved to open the road hereinafter described, that is to say:—

674/28.

No. 1844: Widenings (i):—That part of Swan Location 1360 bounded by lines commencing on the north-eastern side of the present road in the said location about 3 chains 60 links from its south-eastern boundary and extending (as shown on Diagram No. 60670) 296deg. 5min. 1 chain 65 links and 317deg. 27min. 1

chain 50 links along said side of the present road; thence 126deg. 15min. 3 chains 9.5 links through said location to the starting point.

(ii) Those portions of Lots 18 and 17 of Swan Location 2159 (L.T.O. Diagram No. 4401) bounded by lines commencing on the southern boundary of the former, 10.3 links from its south-eastern corner and extending (as shown on Diagram No. 60703) 286deg. 53min. 4 chains 89.6 links and 334deg. 33min. 4 chains 69.7 links along the north-eastern side of the present road; thence 138deg. 53min. 4 chains 33.6 links and 121deg. 54min. 4 chains 53.7 links through said lots to the starting point.

(iii) That part of Swan Location 320 bounded by lines commencing on the western side of the present road 88 links from a north-western corner of said location and extending (as shown on Diagram No. 60704), 114deg. 50min. 2 chains 10 links and 155deg. 13min. 2 chains 10 links along the western side of the present road; thence 325deg. 41min. 2 chains 0.5 links and 304deg. 22min. 2 chains 0.5 links, through said location, to the starting point.

(iv) Those portions of Lots 1 and 33 of Swan Location 2510 (L.T.O. Plan No. 3373 and Diagram No. 4487) bounded by lines commencing on the western boundary of the former lot 4 chains 54.5 links from its north-western corner and extending (as shown on Diagram No. 60704) 148deg. 23min. 5 chains 61.5 links through said lots; thence 319deg. 28min. 2 chains 45.4 links and 335deg. 13min. 3 chains 21.5 links along the eastern side of the present road to the starting point.

(v) That part of said Lot 33 of Swan Location 2510 bounded by lines commencing on its south-western boundary 1 chain 37.9 links from its south corner and extending (as shown on Diagram No. 60704) 297deg. 11min. 53.8 links and 319deg. 28min. 1 chain 0.6 links along the eastern side of the present road; thence 131deg. 45min. 1 chain 51.8 links through said lot to the starting point.

(vi) Those portions of Reserves Nos. 9030 and 6177 bounded by lines commencing at the north-western corner of the former and extending (as shown on Diagram No. 60705) 102deg. 39min. 5 chains 38 links and 131deg. 18min. 4 chains 11.4 links along the south-western side of the present road; thence 304deg. 23min. 3 chains 74.5 links and 288deg. 43min. 5 chains 54.2 links through the said reserves to the starting point.

(vii) That part of Lot 1 of Canning Location 360 (L.T.O. Plan No. 2519) bounded by lines commencing at its north corner and extending (as shown on Diagram No. 60705) 131deg. 23min. 49.2 links and 151deg. 12min. 2 chains 82.8 links along the western side of the present road; thence 327deg. 20min. 2 chains 55.8 links and 269deg. 59min. 35 links through the said location and 359deg. 59min. 65 links along part of its west boundary to the starting point.

(viii) That portion of Lot 5 of Canning Locations 205 and 101 bounded by lines commencing on the south-western boundary of said lot, 67 links from its south-western corner and extending (as shown on Diagram No. 60705) 127deg. 84.1 links and 116deg. 7min. 78.6 links through the said lot; thence 270deg. 8min. 61 links and 300deg. 40min. 51.7 links along its southern boundary; thence 331deg. 12min. 67 links along said south-western boundary to the starting point.

(ix) Those portions of Swan Location 1369 and Lots 25 and 7 of Location 1121 bounded by lines commencing on the south boundary of the latter lot 2 chains 64.3 links from its south-east corner and extending (as shown on Diagram No. 60702) 269deg. 9min. 3 chains 35 links, 301deg. 53min. 6 chains 25.8 links and 337deg. 33min. 1 chain 22.7 links along the northern side of the present road; thence 131deg. 52min. 3 chains 92.5 links; thence 115deg. 55min. 3 chains 31.6 links and 95deg. 40min. 3 chains 24.2 links through the said location and lots to the starting point. (Plan 1C/20.)

WHEREAS the DALWALLINU Road Board, by resolution passed at a meeting of the Board, held at Dalwallinu on or about the 28th day of July, 1939, resolved to open the road hereinafter described, that is to say:—

4676/19.

No. 6845: Widening:—

(a) That portion of Melbourne Location 2044 bounded by lines starting from its north-east corner and extending (as shown on Diagram No. 58732) south along its east boundary 2 chains 37 links; thence 312deg. 40min.

3 chains 49.5 links; through said location; thence east along its north boundary 2 chains 57 links to said corner.

(b) A part of Melbourne Location 2143 bounded by lines starting from its south-west corner and extending (as shown on said diagram) north along its west boundary 55 links; thence 133deg. 31min. 79.3 links through said location; thence west along its south boundary 57.5 links to its south-west corner. (Plan 64/80, D2.)

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

7722/22.

No. 6904: Widening and Diversion of Portion:—A strip of land commencing two chains wide starting at south boundary of Avon Location 18410 and extending (as shown on Diagram No. 58822) north-eastward through same); then northward (one chain in width and narrowing at terminus) along its east boundary and through Location 18414 to its north boundary. (Plan 4/80, B4.)

WHEREAS the SOUTH PERTH Road Board, by resolution passed at a meeting of the Board, held at South Perth on or about the 28th day of July, 1939, resolved to open the road hereinafter described, that is to say:—

5195/25.

No. 7493: (Douglas avenue) Extension:—A strip of land one chain wide starting from the south-eastern side of Canning highway and extending (as shown on T.O. Plan No. 4574 south-eastward to George street, widening at its terminus (as shown on L.T.O. Diagram 11397) to junction with South terrace. (Plan 1D/20, S.E.)

WHEREAS the BEVERLEY Road Board, by resolution passed at a meeting of the Board, held at Beverley on or about the 5th day of March, 1938, resolved to open the road hereinafter described, that is to say:—

203/31; M.R.B. 166/38.

No. 8806: (a) Extension:—A strip of land one chain wide (widening at western boundary of Avon Location 4936 and on corners of same and 4937, Diagram No. 60136), leaving present road and extending northerly along western boundaries of 4937 and 4936 to latter's north-west corner.

(b) Widening:—Part of Avon Location 5760 bounded by lines commencing 9 chains 74.6 links from its north-east corner and extending (as on Diagram No. 60137) 150deg. 1min. 3 chains 15.9 links and 174deg. 38min. 3 chains 18.6 links along the western side of road; thence 348deg. 38min. 3 chains 13.2 links and 336deg. 5min. 3 chains 10.5 links through location to commencement. (Plan 343A/40, A2.)

WHEREAS the NORTHAMPTON Road Board, by resolution passed at a meeting of the Board, held at Northampton on or about the 11th day of November, 1939, resolved to open the road hereinafter described, that is to say:—

4738/20.

No. 9980: Logue street:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 60629), commencing on the south side of the road along the north boundary of Galena Lot 16 and extending south along the west boundary of said lot and the west boundaries of Lots 15 to 1, inclusive, to a road passing along the south boundary of the last-mentioned lot. (Plan Galena Townsite.)

WHEREAS the MANJIMUP Road Board, by resolution passed at a meeting of the Board, held at Manjimup on or about the 23rd day of December, 1938, resolved to open the road hereinafter described, that is to say:—

1767/38.

No. 10019: Deviation:—A strip of land one chain wide, commencing on the present road in Nelson Loca-

tion 9675 and extending (as shown Diagram 59685) southward through said location and Location 9676 to road on its south boundary. (Plan 442B/40, E1.)

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

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

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

Dated this 10th day of May, 1940.

G. L. NEEDHAM,
Under Secretary for Lands.

TRANSFER OF LAND ACT, 1893.

Application 645/1940.

TAKE notice that Dora Goldie of "Valence" Parkfield road Taunton in the County of Somerset England wife of Charles Goldie, and Rose Turner of 87 Gower street in the County of London Physician and Surgeon have made application to be registered under the Transfer of Land Act, 1893, as the proprietors of an estate in fee simple in possession in the following parcels of land situate in the Busselton District and being

Busselton Town Lot 89 containing 2 roods and two-tenths perches

Bounded on the north-west by part of the south-east boundary of Albert street measuring 99 and nine-tenths links

On the north-east by the south-west boundary of Town Lot 90 measuring 5 chains 1 and five-tenths links

On the south-east by part of the north-west boundary of Peel terrace measuring 99 and nine-tenths links

And on the south-west by the north-east boundary of Town Lot 88 measuring 5 chains 1 and four-tenths links

Busselton Town Lot 90 containing 2 roods and two-tenths perches

Bounded on the north-west by part of the south-east boundary of Albert street measuring 1 chain

On the north-east by the south-west boundaries of Town Lots 91 and 92 measuring together 5 chains 1 and six-tenths links

On the south-east by part of the north-west boundary of Peel terrace measuring 99 and eight-tenths links

And on the south-west by the north-east boundary of Town Lot 89 measuring 5 chains 1 and five-tenths links

Busselton Town Lot 91 containing 2 roods and one-tenth of a perch

Bounded on the north-west by the south-east boundary of Town Lot 92 measuring 1 chain 99 and eight-tenths links

On the north-east by part of the south-west boundary of Stanley street measuring 2 chains 50 and nine-tenths links

On the south-east by part of the north-west boundary of Peel terrace measuring 1 chain 99 and seven-tenths links

And on the south-west by part of the north-east boundary of Town Lot 90 measuring 2 chains 50 and eight-tenths links

Busselton Town Lot 92 containing 2 roods and two-tenths perches

Bounded on the north-west by part of the south-east boundary of Albert street measuring 1 chain 99 and nine-tenths links

On the north-east by part of the south-west boundary of Stanley street measuring 2 chains 50 and eight-tenths links

On the south-east by the north-west boundary of Town Lot 91 measuring 1 chain 99 and eight-tenths links

And on the south-west by part of the north-east boundary of Town Lot 90 measuring 2 chains 50 and eight-tenths links

The said Town Lots 89, 90, 91, and 92 are more particularly defined as the subject of Diagram 11532 deposited in the Office of Titles.

Busselton Suburban Lot 2 containing 2 acres and 20 perches

Bounded on the north-west by part of the south-east boundary of Bussell street measuring 9 chains

On the east south-east and south-west by west north-west and north-east boundaries of Suburban Lot 3 measuring 2 chains 69 links 8 chains and 2 chains 50 links respectively

Busselton Suburban Lot 3 containing about 8 acres 3 roods 27 perches

Bounded on the north-west by part of the south-east boundary of Bussell street measuring 1 chain

On the north-east north-west and west by south-west south-east and east boundaries of Suburban Lot 2 measuring 2 chains 50 links 8 chains and 2 chains 69 links respectively

Again on the north-east by part of the south-west boundary of Queen street

Thence on the east and south by west and north banks of the Vasse Estuary

And on the south-west by the north-east boundary of Suburban Lot 3 measuring about 12 chains 44 links

And further take notice that all persons other than the applicants claiming to have any estate right title or interest in the above parcels of land are hereby required to lodge in this office on or before 28th day of May next a caveat forbidding the said land being brought under the operation of the said Act.

A. W. B. GLEADELL,
Deputy Registrar of Titles.

Office of Titles, Perth, this 8th day of May, 1940.
Stone, James & Co., Solicitors, Perth, Solicitors for the Applicants.

TRANSFER OF LAND ACT, 1893.

Application 623/1940.

TAKE notice that Hetty Walker of East Rockingham Married Woman has made application to be registered under the Transfer of Land Act 1893 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Cockburn Sound District and being

part of Cockburn Sound Location 16 containing 109 acres 3 roods

Bounded on the north by south boundaries of Road No. 1607 measuring in all 71 chains 82 and eight-tenths links

On the north-east by south-west boundaries of Road No. 6104 measuring in all 22 chains 21 and three-tenths links

On the south by north boundaries of the Rockingham-Jarrahdale Railway measuring 87 chains 78 links

And on the west by the east boundary of the portion of the said Location 16 comprised in Diagram 8908 deposited in the Office of Titles measuring 12 chains 66 links

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land are hereby required to lodge in this office on or before 7th day of June next a caveat forbidding the said land being brought under the operation of the said Act.

A. W. B. GLEADELL,
Deputy Registrar of Titles.

Office of Titles, Perth, this 8th day of May, 1940.
Frank Unmack, Solicitor, Fremantle, Solicitor for the Applicant.

TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
1940.		1940.	
April 17	Merredin Hospital—New Children's Ward (9054)	(2.30 p.m. on Tuesday) 14th May	Contractors' Room, Perth, and Court House, Merredin, on and after Tuesday, the 23rd April, 1940.
April 23	Carrolup Native Settlement—New Farm Buildings (9056)	14th May	Contractors' Room, Perth, and Public Works Department, Katanning, on and after Tuesday, the 30th April, 1940.
April 23	Busselton Hospital Nurses' Quarters—Renovations (9057)	14th May	Contractors' Room, Perth; Public Works Department, Bunbury, and Court House, Busselton, on and after Tuesday, the 30th April, 1940.
May 1	Dwellingup Hospital—Additions (9058)	21st May	Contractors' Room, Perth, and Court House, Pinjarra, on and after Tuesday, the 7th May, 1940.
May 8	Wembley School—Additions (9059)	28th May	Contractors' Room, Perth, on and after Tuesday, the 14th May, 1940.
May 8	Marble Bar—Mining Registrar's Quarters (9060)	4th June	Contractors' Room, Perth; Public Works Office, Carnarvon; Clerk of Courts, Port Hedland, and Mining Registrar, Marble Bar, on and after Tuesday, the 14th May, 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.

ROAD DISTRICTS ACT, 1919-1939; CATTLE TRESPASS, FENCING AND IMPOUNDING ACT, 1882.

Rockingham Road Board.

General By-laws.

P.W. 589/37.

WHEREAS by the Road Districts Act, 1919-1939, the Road Board of any district is empowered to make by-laws for all or any purposes in the said Act mentioned, the Rockingham Road Board, in pursuance of the powers vested in the said Board, under and by virtue of the said Act and of every other authority enabling it in that behalf, doth hereby make and publish the following by-laws:—

Operations and Interpretations.

1. These by-laws shall apply to the whole of the district.

2. These by-laws shall come into operation immediately upon their confirmation and approval by the Governor and publication in the *Government Gazette*.

3. From the date of coming into operation of these by-laws all previous by-laws made by the Board relating hereto are repealed.

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

"The Act"—The Road Districts Act, 1919-1939, and all amendments thereto which may hereinafter come into force.

"Board"—The Rockingham Road Board.

"Board Room"—The office, hall, or building in which the meeting of the Board is held from time to time.

"District"—The district under the jurisdiction of the Rockingham Road Board.

"Footpath or footway"—That part of a road set apart for the sole use of foot passengers, whether the same be made or kerbed or otherwise, and not less than six feet wide. Whenever a road has been formed or constructed and/or drained, the portion of the road between the drain and the fence on each side shall be set apart for the sole use of foot passengers, with a minimum width of six feet, and in each case shall constitute a footpath.

"Secretary"—The Secretary of the Board.

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

Duties of the Secretary.

5. The duties of the secretary shall be:—

- (a) to attend all Board meetings;
- (b) to attend all Committee meetings;
- (c) to take notes of minutes and prepare reports of Committees;
- (d) to conduct all correspondence, and to give the other officials instructions, as directed by the minutes, and to carry out the resolutions of the Board as contained in such minutes;
- (e) to answer all questions on the Board's business;
- (f) to see that the accounts and balance sheets are prepared and published yearly, and to carry out any other duties specified under the Road Districts Act, 1919-1939, or amendments thereto;
- (g) to prepare and place before the Board the financial statement to date at the end of each month of the financial year;
- (h) to supervise the preparation of the rate books and the Board's electoral lists; to examine proof of the latter, and to arrange for distribution of the copies prior to the elections; also to attend all Courts of Revision or Appeal; to make the necessary arrangements for the elections; to issue instructions to the engineer in accordance with the Board's resolutions;
- (i) to summons members to Board and Committee meetings;
- (j) to keep all books up to date, in accordance with instructions issued by the Minister and additional instructions of the Board; to balance all books in ink every month;
- (k) to check all accounts sent into the Board, and to see that all accounts for work have stated in them the authority under which such works have been done, and to check all returns made by the collector or other of the Board's officers, and to see that the counterfoils of the receipt book accompany all returns; to supervise and attend to the due payment of all moneys coming through the hands of the Board's officers and payable to the credit of the Board;
- (l) to report to the Board at its next meeting any officer neglecting to make his returns as provided, with the necessary vouchers attached thereto;
- (m) to see that no payments to the credit of the Board's banking account shall be made, except through the secretary, or such officer as may be acting temporarily in that capacity;

- (n) to readily and cheerfully obey all lawful commands or orders of the Board, and to attend to all other matters affecting the finances and welfare of the Board not here specified;
- (o) to see that all bonds and other forms of security to be taken from the contractors are prepared, and that the security required from servants is taken within due time, and to report on such matters to the Board;
- (p) to report to the chairman any servant, who has been duly appointed under by-law No. 7, who has been guilty of any neglect of duty, or who is incapable of performing the duties allotted to him, and, if necessary, to suspend or dispense with the services of any other servant, and to duly report such action to the next ordinary meeting of the Board;
- (q) to exercise, subject to any directions given by the Board or the chairman thereof, control over all servants of the Board;
- (r) to see that no receipts are on any other than the forms prescribed by the Acts and regulations under which authority is given for the issue of such receipts;
- (s) to be responsible for the issue of receipts on the proper prescribed forms, and that all receipts issued are in proper sequence;
- (t) to keep in the safe all current books and legal documents when not in actual use; to retain one key of the safe in his own personal custody, and to deposit the duplicate with the Board's bankers in the joint name of the chairman and vice-chairman of the Board; to lock in the safe at the end of each day such of the Board's moneys as remains unbanked; to enter in the Bank deposit book full details of all cheques and other moneys, and to obtain a proper deposit receipt thereto.

Duties of the Supervisor.

6. The duties of the supervisor shall be:—

The supervisor shall have control of works, plants, and all property of the Board, and shall issue instructions to the employees, and shall see that same are faithfully carried out. Should any employee be guilty of insubordination or disobedience, or be found incapable of performing duties allotted to him, the supervisor may suspend or dismiss such employee and report the matter to the next meeting of the Board.

Appointment of Officers.

7. No permanent appointment shall be made to any office under the Board until after an advertisement has been published in one or more local newspapers calling for applications from persons competent to fill such appointment. All appointments shall be made by a resolution passed by the Board. The election of all officers shall be by show of hands, unless a ballot is demanded; the salary or allowance attached to the office under consideration of the Board shall in all cases be fixed prior to the appointment, and the salary of any officer, when fixed, shall not at any time be considered with a view to its increase or reduction, unless specially authorised by a meeting of the Board.

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

Meetings and Proceedings.

9. Seven days' notice in writing shall be given by the chairman or secretary of ordinary or regular meetings, and also of every meeting adjourned for a term exceeding six days.

10. Meetings of the Board shall be of two kinds—"Ordinary" and "Special." Ordinary meetings are those held regularly in pursuance of these by-laws, for the transaction of the general business of the Board, including adjourned meetings, at which uncompleted business shall be completed, together with other busi-

ness considered necessary. Special meetings are those called under section 131 of the Act, and shall include those called by the chairman in response to a requisition signed by three members, or on his own behalf, and the notices of such special meetings shall have such special business specified thereon, and nothing shall be discussed at any special meeting other than the special business specified on the notice of the meeting: Provided, however, that any matter of emergency may be discussed on the ruling of the chairman and with the consent of those present.

The ratepayers' meeting shall consist of one called under section 144 of the Act, and the Standing Orders, so far as the Act allows, shall apply to the proceedings, but the provisions of the Act shall be first observed.

The chairman, if present, shall preside at all meetings of the ratepayers and of the Board, and, in his absence, or if, after being present he shall retire, the person to preside at a meeting of ratepayers shall be a ratepayer chosen by the ratepayers present, and the person to preside at a meeting of the Board shall be the vice-chairman, or, in his absence, a member chosen by the majority of those present.

11. Ordinary meetings shall be held at the Office of the Board, or at some other convenient place, at 2.30 p.m., on the second Saturday of each month, or on such day and at such hour as may be appointed from time to time by the resolution of the Board passed at the previous meeting of the Board.

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

13. No business shall be transacted at any ordinary or special meeting, unless a quorum as specified by the Act, shall be present.

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

15. At any meeting of the Board it shall rest with the majority of the members of the Board present to exclude the public from such meetings, when in their opinion it is expedient to do so.

16. The first business at ordinary meetings of the Board shall be the consideration of the minutes of the preceding meeting, with a view to their confirmation. Reading of the minutes may be dispensed with if members have been supplied with a copy thereof at least three days prior to the meeting at which such are to be confirmed. No discussion shall take place upon the minutes of the proceedings, except as to their accuracy, or for the rectification of a clerical error.

17. The Minute Book prescribed by the Act shall be kept, in which any item of business transacted by the Board at the meeting shall be entered by the secretary: Provided that pasting or permanently affixing the minutes of the meeting of the Board to the leaves of a book shall be equivalent to entry therein. Minutes of both special and ordinary meetings shall be confirmed at the next succeeding meetings of the Board.

18. Each member (including the chairman) shall have one vote, and, in the case of an equality of votes, the question shall pass in the negative. In all other cases all questions at such meetings shall be decided by a majority of the votes of the members present. All motions and amendments shall be decided by a show of hands, unless a division is demanded, before the next business is proceeded with.

Standing Orders.

19. The order of business at all ordinary meetings of the Board shall be as follows, that is to say:—

- (a) reading of minutes of the last ordinary, also special meetings, and confirmation thereof;
- (b) consideration of business arising out of the minutes;

- (c) the chairman shall have the right of directing attention at any meeting to any matter or subject within the jurisdiction or official cognisance of the Board, by a minute signed by himself, and such minute shall, when introduced, take precedence over all business before or to come before the Board, and the adoption thereof shall be put by him from the Chair, as a motion, without being seconded, but he shall confine himself to the questions contained therein;
- (d) reports of subcommittees or officers;
- (e) reading of correspondence received and despatched, and taking action as may be deemed expedient, in regard thereto;
- (f) presentation of monthly statement and passing of accounts for payment;
- (g) questions of which due notice has been given by members or officers of the Board;
- (h) deputations and presentation of petitions or memorials, and consideration thereof;
- (i) consideration of tenders and ratification of contracts;
- (j) motions of which previous notice has been given;
- (k) motions without notice, by leave of the Board;
- (l) general business;
- (m) notices of motion.

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

Petitions and Deputations.

21. Every petition or memorial shall be respectful and temperate in its language, and shall be presented to the Board by a member only; and any member presenting a petition or memorial shall acquaint himself with the contents thereof, and ascertain that it does not contain language disrespectful to the Board; the nature or prayer of any petition or memorial shall be stated to the Board by the member presenting same.

Tenders.

22. Tenders for work shall be opened and dealt with when the subject-matter of the tenders comes on to be considered at the meeting of the Board, or by a Committee appointed for that purpose. The Board may require a deposit of 5 per cent. of the amount of each tender to accompany each tender, or the Board may require two satisfactory bonds lodged with the Board.

Order of Debate—Speakers must not Digress.

23. A member, when speaking, shall not digress from the subject of debate.

Correspondence.

24. All correspondence to the Board shall be addressed to the secretary and submitted to the Board; no letter addressed to the Board shall be presented or read by a member.

Consideration of Reports.

25. (a) If in a report of a Committee distinct recommendations are made, the decision of the Board may be taken separately on each recommendation.

(b) Any report of a Committee, or any portion of such report, may be amended by the Board, in any manner it may think fit, or may be referred back to the Committee for further consideration.

(c) The recommendation of any Committee, when adopted by the Board, shall be a resolution of the Board.

Precedence of Chairman.

26. When the chairman rises in his place during the progress of a debate, any member then speaking or offering to speak shall immediately resume his seat, and every member shall preserve strict silence so that the chairman may be heard without interruption, but the member who was speaking may resume when the chairman takes his seat.

Notice of Motion—Absence of Mover.

27. In the absence of any member who has placed a Notice of Motion on the business paper for any meeting, any other member may at such meeting move the same, or such motion may be deferred until the next ordinary meeting of the Board.

28. If any member has been granted leave of absence, and any matter comes before the Board for discussion, the subject-matter of which is of particular interest to the absent member, unless in the opinion of the chairman it is a matter of urgency, such matter shall be held over until the absent member is present: provided that, if he is not present at the next meeting at which the matter again came before the Board, no discussion shall take place until the next meeting of the Board, when such matter shall be dealt with.

Withdrawals of Motions.

29. Except as elsewhere provided, no motion, after being placed on the business paper, shall be withdrawn without the consent of the Board.

Motions to be Seconded.

30. No motion shall be debated unless or until it has been seconded.

Motions not to be withdrawn without Consent.

31. When a motion has been proposed and seconded, it shall become subject to the control of the Board, and shall not be withdrawn without the consent of the Board.

Amendment may be Moved.

32. When a motion has been proposed and seconded, any member shall be at liberty to move an amendment thereon, but no such amendment shall be debated unless or until it has been seconded. After an amendment has been moved and seconded, any member desirous of moving a further amendment may give notice of his intention so to do, and may briefly state his proposed amendment and the effect thereof.

Motions and Amendments to be in Writing.

33. No motion or amendment shall be debated unless or until it has been reduced to writing, if the chairman so directs.

34. In submitting a motion or amendment the chairman shall put the question first in the affirmative and then in the negative.

Further Amendment may be moved on Amended Question.

35. If the amendment has been carried, the question as amended shall itself become the question before the Board, whereupon any further amendment upon such question may be moved.

How subsequent Amendment may be Moved.

36. If an amendment, whether upon an original question or amended as aforesaid, has been negatived, then a further amendment may be moved to the question to which such first-mentioned amendment was moved, and so on until there are no further amendments, and the question is then decided by the final vote in the affirmative or in the negative: Provided that no more than one question and one proposed amendment thereof shall be before the Board at any one time.

Motions for Adjournment.

37. No discussion shall be permitted upon any motion for the adjournment of the Board. If, upon the question being put on any such motion the same is negatived, the subject then under consideration, or the next on the business paper, shall be discussed, and it shall not be competent for any member to again move for adjournment until half an hour has elapsed from the time of moving the one that has been negatived.

Mover of Adjournment—when entitled to Priority.

38. On resuming any discussion that has been adjourned, the mover of such adjournment shall be entitled, if he has not already spoken on the subject under discussion, to speak first.

39. Every such question shall be put (categorically) and without argument.

Replies and Objections and Subsequent Motion Received.

40. No discussion shall be permitted respecting any reply or refusal to reply to any question.

Mode of addressing Board, etc.

41. Members shall on all occasions, when at a meeting, address the chairman and secretary, by their official designations, such as chairman or secretary, as the case may be, and, with the exception of the chairman, shall rise in their place and stand while speaking, except when prevented from doing so by bodily infirmity.

Speaker not to be interrupted if in Order.

42. No member shall be interrupted while speaking, except for the purpose of calling him to order, as hereinafter provided, or in pursuance of by-law 23.

Limitation as to number of Speeches.

43. The mover of an original motion shall have the right of general reply to all observations which have been made in reference to such motion, or to any amendment moved thereon, as well as the right to speak upon every such amendment. Every member, other than the mover of the original motion, shall have the right to speak once upon such motion, and once upon every amendment moved thereon. No member shall, without the consent of the Board, speak more than once upon any one question or for a period of more than ten minutes at any one time, unless when misrepresented or misunderstood, in which case he may be permitted to explain without adding further observations than may be necessary for the purpose of explanation.

44. Upon a vote being taken, all members present within the Board Room, unless disqualified from voting, shall, and the chairman, unless disqualified may, upon the question being put, record their respective votes in the affirmative or negative, as each shall deem desirable, but if a member other than the chairman neglects or refuses to vote, his vote shall be counted for the negative.

Determination of Questions.

45. (a) All questions shall, if not otherwise decided by law, be determined thus:—Upon a question being put, those in favour shall say "Aye" and those against "No," and the chairman shall declare whether the "Ayes" or "Noes" have determined the question: or, if the chairman prefers, he may call for a show of hands for and against the question. The decision of the chairman shall be final and conclusive, unless such decision be immediately challenged and two members rise and demand a division.

(b) Where there is only one dissentient, he may request that his name be recorded in the minutes as opposed to the motion, and it shall be so recorded.

Divisions.

46. Upon a division being called for, the question shall be put in the affirmative first and then in the negative, and the chairman and all members present shall vote by a show of hands, and the names and the votes of the chairman and members present shall be recorded in the minutes by the secretary. Any member of the Board present when a division is called for who does not in the manner above indicated vote on such motion, not being disqualified by law from voting, shall have his vote counted in the negative.

Chairman may repeat Question.

47. The chairman shall be at liberty to put any question as often as may be necessary, to enable him to form his opinion as to the result of voting, and declare the same.

Acts of Disorder.

48. Any member who at a meeting of the Board or any Committee commits a breach of any by-law, or who moves or attempts to move any motion or attempts to move any motion or amendment embodying any matter beyond the legal jurisdiction of the Board or Committee, or who in any other way raises or attempts to raise any questions, or addresses, or attempts to address the Board or Committee upon any subject which the Board or Committee has no legal right to discuss, or who uses any language which according to the common usage of gentlemen would be held to be disorderly, or makes use of any expression inconsistent with good

order and decorum, or who says or does anything calculated to bring the Board or Committee into contempt, shall be guilty of an act of disorder.

Ruling of the Chairman.

49. The chairman, when called upon to decide a point of order or practice, shall state the rule or precedent applicable to the case, without further argument or comment, and his decision shall be final in that particular case. If the ruling of the chairman be disagreed with, then the usual Parliamentary procedure may be adopted.

Members called to order more than once.

50. Any member having been called to order by the chairman more than once for any infringement of the provisions of these by-laws or breach of decorum, shall, upon request of the chairman, withdraw from the Board Room for the remainder of the meeting.

Disorder.

51. If disorder arises at any meeting the chairman may adjourn the meeting for a period of fifteen minutes, and quit the Chair. Then, on resuming, shall, on question put from the Chair, decide without debate whether the business be proceeded with or not.

52. The Board may at any time appoint one or more members as a Committee to inquire into any matter, and make a report and recommendations thereon, but no Committee shall incur a financial liability or in any way commit the Board to any responsibility whatever, without express and specific authority conferred by the by-laws or a resolution of the Board.

Finance and Accounts.

53. At the meeting of the Board in each year a Finance shall, and a Works Committee may, be appointed; the Finance Committee shall meet at a time and place, to be decided at the preceding general meeting, and shall carry out the duties specified in the regulation, and report to the Board.

54. All accounts, bills, and vouchers, except as hereinafter provided, shall be submitted to the Finance Committee meeting and the ordinary meeting of the Board, and, after being certified as correct, shall be paid by cheque: Provided that the Board may by resolution authorise the payments of wages, emergency accounts, and progress contract payments to be paid by cheque between meetings; all such accounts to be placed before the Finance Committee at its next meeting, who shall review same, and, if satisfied with the necessity of the action taken, include same in their report.

55. An account shall be opened with such bank as the Board may from time to time direct, and all moneys received, from whatever source, with the exception of moneys granted by the Government, shall be paid into such bank to the credit of the Board, and no account shall be paid by other than cheque signed by the chairman and one member of the Board, and countersigned by the secretary: Providing that payments less than two pounds may be made in cash from petty cash accounts kept for that purpose. Such petty cash account shall be kept on the imprest system, and the amount thereof shall be decided by the Board from time to time.

56. All moneys belonging to the Board shall, within twenty-four hours, or such time as specified by the Board, after they come into the hands of any officer, servant, or clerk, be paid to the secretary or responsible officer directed by the Board to receive same.

57. In the case of emergency the following amounts may be expended each month by the persons mentioned:—The chairman alone—up to £3; one member alone—up to £2; chairman and one member—up to £5; two members—up to £4; by the supervisor—up to £10; which expenditure shall, if found correct, be confirmed by the next ordinary meeting.

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

Common Seal of Board.

58A. The Common Seal of the Board shall be kept in the Board's safe. The Common Seal shall not be affixed to any deed or to any other instrument, except by a resolution of the Board.

Offences, Omissions, or Neglects.

59. Any person guilty of the following offences shall on conviction, pay a penalty not exceeding £20:—

- (a) placing timber, bricks, or other material upon footpaths, surface drain, or road, without the permission of the Board first being obtained;
- (b) placing any placard, or other document, writing or printing on, or otherwise defacing any house or building abutting or contiguous to a public road, or on any wall, post, fence, or gate, or lamp-post, without the consent of the owner or occupier thereof;
- (c) throwing or discharging any stone or any other missile in any road to the damage or danger of any person;
- (d) blasting rock, stone, or timber in or near any road, without the permission of the Board, and not attending to such directions in regard thereto given by such Board;
- (e) no person shall poison, kill or maim any horse, cow, camel, pig, bullock, dog, or any other animal, and leave the same in any part of the district, without making proper provision for the burial or burning of the carcase thereof, and any person so doing shall commit an offence against this by-law, and upon conviction shall pay a penalty not exceeding £20, and shall pay all expenses attending on the proper burial or burning of the carcase of any such animal;
- (f) damaging or destroying any dam, well, tank, pump, windmill, windlass, bucket, rope, standpipe, meter, stop-valve, piping, troughing, fence, or gate under the control of the Board.

To prevent danger from Fire.

60. No person shall make or leave a fire near any road or track or reserve under the jurisdiction of the Board, without taking proper precautions against such fire spreading, and any person offending against this by-law shall upon conviction, pay a penalty not exceeding £20.

61. No person shall set fire to any standing tree upon or near any road or track. Any such offender, upon conviction, shall pay a penalty not exceeding £20: Provided, however, that any such tree may be set alight if the permission of the secretary or chairman (who shall have power to delegate their authority to grant such permission) is first obtained, and that such precautions as are necessary are observed by the person so lighting such tree.

62. Any person who shall light a fire (except by order of the Board) or shall place rushes, bushes, or other inflammable substance under, near, or against any bridge or culvert in the district for the purpose of making a camp or sleeping place, or for any purpose, shall be liable to a penalty not exceeding £20.

Preservation of Tree, etc.

63. No person, without having first obtained the permission of the Board, shall break up, cut down or destroy or injure any footpath, gutter, drain, culvert, bridge, road, public way, tree, plant, gate, fence, post, lantern, lamp-post, implements, materials, buildings, or other property of the Board or under the control thereof.

64. Any person who shall carelessly, wilfully, or wantonly, injure, destroy, carry away, or remove from its place any tree, shrub, or plant standing in any of the roads, enclosures, public places, of or belonging to or under the control of the Board, or who shall carelessly, wilfully, or wantonly, injure, destroy, carry away, or remove out of its place, or ride or drive against any of the treeguards, fences, or other protection to any such trees, shrubs, or plants as aforesaid shall forfeit for every such offence a penalty of not more than £10.

Park Lands, Reserves, and Recreation Grounds.

65. No horse, cattle, or vehicle shall be allowed on any park lands, or recreation grounds without the written permission of the Board.

66. All park lands and recreation grounds shall be open to the public daily for recreation purposes, except as otherwise provided for in these by-laws. The Board shall have the power to grant the exclusive rights to use any park land or recreation ground or reserves placed under its control within the district for holding public sports or amusements to any responsible person or persons; any person or persons obtaining such right shall be responsible for the care of all such fences, buildings, trees, or other improvements upon or enclosing such park lands, recreation grounds, or reserves, and shall pay the Board a fee, to be fixed, for admission on such occasions.

67. All persons using or being upon any park lands, recreation grounds, or reserves shall at all times conduct themselves in a becoming manner; persons creating any disturbance or annoyance to the public shall be liable to be expelled from such land by any police constable or officer of the Board.

68. The Board may in its discretion prohibit any games or gymnastics from being played or carried on by any person or persons upon any park lands, recreation grounds, or reserves upon any Sunday, Christmas Day, or Good Friday.

69. No person shall sell or expose for sale any goods, wares, fruits, or merchandise in any park lands, recreation grounds, or reserve, without having first obtained the permission of the Board, and shall pay a fee, the amount of which shall not exceed £10.

70. The Board, or any person duly authorised, may make charges for admission to any reserve, recreation ground, or park land, or to any specified portion thereof, but such charges shall not exceed five shillings for adults, two shillings and sixpence for children under fifteen years, with a free entrance for children under six years of age (if accompanied), and for horses and vehicles—2/6 each.

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

72. No person shall damage or injure any fence, building, tree, shrub, or plant in any park lands, recreation grounds, or reserves. Any person offending against this by-law shall forfeit and pay, upon conviction, a penalty not exceeding £10 for each offence.

73. No person shall, except as hereinafter provided, frequent any reserve for the purpose of camping, lodging, or tarrying thereon.

Camping.

74. Notwithstanding the provisions of section 72 of these by-laws, camping may be permitted in areas set aside for the purpose by the Board, but not elsewhere, upon the issue of permission signed by the Board's secretary, and subject to the following conditions:—

- (a) The Board may at any time make and declare a schedule of charges and issue permits to persons desirous of camping on any such area.
- (b) No person shall sublet any camp, or give, or sell or otherwise dispose of any permit to any other person.
- (c) Except by the permission of the secretary, no person shall bring into or keep within the camping area any animal or bird.
- (d) No person shall bring into or keep or consume any intoxicating liquors in the camping area.
- (e) Campers must keep the area covered by their permit in a clean and sanitary condition at all times. All rubbish capable of destruction by fire must be burned by the occupier in the approved fire places.

- (f) Camping permits may at any time be withdrawn by the secretary, if in his opinion a breach of any of these by-laws has been committed, or if in his opinion it is desirable that the permit shall be terminated. In the event of the termination hereunder, the rental paid shall be forfeited to the Board, and no compensation shall be paid or claimable for loss, damage, or inconvenience suffered by reason of the withdrawal of the permit.
- (g) All campers must use the sanitary conveniences provided, and in no circumstances will improvised conveniences on individual camping sites be permitted.
- (h) Subject to the right of the secretary of the Board or any person acting under his instructions, or any police constable to enter any camping site, at any time, no person shall enter into or remain within such camping site, except with the permission of the holder of the permit.
- (i) No fires shall be lighted on any camping ground, except in the places approved by the secretary.

Fencing.

75. The Board may require owners of land within any townsite or prescribed area within the district to fence the boundary thereof abutting on any road, and prescribe the manner in which the fence is to be erected and maintained, and the description, style, and material of any such fence.

76. The owner of any land within the district, other than within a townsite, whose land abuts upon the intersection of two roads, shall, unless such land be already fenced at the date of passing this by-law fence the corner only in such a manner as will truncate the corner of the intersection to a distance of at least one chain on either side.

77. The owners of vacant townsite lots within the district shall, when required by the Board, clear such lots of trees, shrub, and undergrowth wholly or partially and within such time as may be directed by the Board. Penalty for breach not exceeding £5.

Sand and Timber, Gravel, etc.

78. No person shall remove any timber, sand, gravel, soil, or other material from any land belonging to or in charge of or under the control of the Board, unless he shall be the holder of a license in the form set out in Schedule A hereto. Any person who shall so cut or remove timber, sand, gravel, soil, etc., without being the holder of a license as aforesaid, shall forfeit and pay upon conviction a penalty not exceeding five pounds, and shall pay to the Board the value of the materials removed.

Construction of Footways, Crossing Places, etc.

79. It shall be lawful for the owner of any land fronting or adjoining any road or public way requiring access thereto with horses or vehicles from such road to such land across any existing footway, having first had and obtained the permission of the Board, to construct a crossing of a width not less than 12 feet or not more than 18 feet, using reinforced concrete pipes of approved quality, properly laid and cement joined, with concrete inlet and outlet aprons, and stone facings laid in cement or sound jarrah bed-logs, with three-inch jarrah deckings, secured with ewbank spikes, with inlet and outlet wings to the full depth of the drain and three feet long, the diameter of the pipes and the capacity of the bed-logs culverts and the level and position to be as directed by the Board. A covering of gravel of approved quality, not less than three inches in thickness, consolidated and the full width of the culvert, extending for a distance of 28 feet, measured at right angles from the boundary of such lands towards the centre of the road, shall be provided, if the Board so direct; whole of the work to be done to the satisfaction of the Board. In lieu of the aforementioned concrete pipe or jarrah culvert, the Board may if it thinks fit, permit the formation of a spoon drain, of such dimensions and such specifications as it may deem requisite; Provided also, that the Board may, at the request of

any owner as aforesaid, supply and construct a crossing, provided the owner shall pay at least one half of the cost of such crossing.

80. Every person who wilfully and without lawful excuse shall ride or drive or wheel any carriage, cart, or other vehicles, or shall ride any bicycle, or tricycle, or motor upon or along or across any footway, kerbing, or water channel or gutter by the side of any street, road, or public way, save in each case upon, or by, or at, some properly constructed crossing, shall forfeit and pay upon conviction a penalty not exceeding £5 and shall also pay the Board such sums, not exceeding £10, by way of compensation for any damage done to the footway, kerbing, or channel, as the justice adjudicating upon the information shall on hearing thereof order.

Lamp-posts, etc.

81. No lamp-post, bridle post, water trough, telegraph, telephone, or electric lighting pole or flag staff shall be erected by any person in any street or road without written consent of the Board, and upon consent being obtained, shall be placed in such a position, and shall be painted, at least once in every three years, as may be directed by the Board, and the Board may order the removal by the owners of all bent, dangerous, or unsightly posts or poles. Any person offending against this by-law shall forfeit and pay on conviction a penalty not exceeding £2, for every such offence.

Lighting.

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

Removal of Obstructing Verandahs, etc.

83. Any verandah or balcony which obstructs the footpath or roadway, or is dangerous, and all other obstructions on the footpath or roadways, or overhanging same, shall be removed, when ordered, within such time as shall be notified by the Board, and all expenses incurred in removing same shall be borne by the owner or occupier of such verandah, balcony, or otherwise, and any person whatsoever interfering or obstructing any person or officer employed by the Board in carrying out this by-law, on conviction, shall pay a penalty not exceeding ten pounds.

Removal of Encroachments or Obstructions.

84. On the order of the Board, the secretary or other appointed officer may direct the removal within 14 days of any building, fence, or any other obstruction or encroachment in or upon any street, road, lane or public place under the control of the Board. In any case where, after service of notice of such removal, any such obstruction or encroachment has not been removed within the specified time, it shall be lawful for the officer appointed by the Board to remove same at the cost of the person so offending, and to proceed against the offender for the breach of this by-law, the penalty for breach of which shall not be more than twenty pounds.

Damaging Roads.

85. No person shall either wilfully or negligently damage or destroy by means of a horseteam or any other means any road under construction or repair; any person found guilty of such damage or destruction shall be liable to a penalty not exceeding twenty pounds. Any person who draws upon any road any timber, stone, or other material other than a wheeled vehicle, or suffers such material, when carried principally or part upon a wheeled vehicle, or suffers such material to drag upon a road, or draws upon a road a whim or timber carriage any portion of which, or any portion of chains attached thereto, or any portion of other attachments trails or drags upon a road, shall be deemed guilty of an offence against these by-laws, and shall be liable to a penalty not exceeding five pounds for every such offence.

86. Any person taking any plough, cultivator, or other implement over or along a road and thereby damaging or marking such road in such a manner which in the opinion of the Board may indirectly cause ultimate damage to the road, shall be liable to a penalty not exceeding £5.

87. No person shall drive upon any road a vehicle the wheel or wheels of which are locked, unless there is placed at the bottom of such wheel a protection to prevent damage to the road, and any person contravening this by-law shall be liable to a penalty not exceeding £5.

Depasturing of Cattle, etc.

88. Any person who shall turn loose or suffer any kind of animal belonging to him or under his control to stray or go about, or to be tethered or depastured in or upon any road, recreation ground, or reserve, shall be liable, on conviction, to a penalty not exceeding five pounds.

89. No animal shall be allowed to stray on any road or place, and no animal suffering from any infectious or contagious disease shall be ridden or driven on any road within the district. Any animal so suffering may be slaughtered and destroyed at the owner's expense.

Heavy Loading on Culverts, etc.

90. No person shall drive any truck or other vehicle over any bridge or culvert in the district with a gross weight exceeding seven and one half tons; any person deemed guilty of an offence against this by-law shall be liable to a penalty not exceeding £5 for every such offence, and shall also pay to the Board, the sum of such damages caused.

91. The Board may by notice affixed to any bridge or culvert declare the maximum weight of any engine, agricultural or other machine or vehicle of any kind, and of any load of material which shall be permitted to cross such culvert or bridge, and also the pace at which such engine, machine, or vehicle shall be driven, led, or taken over any such bridge or culvert, and any person who shall cross any bridge or culvert in contravention of this by-law, shall, in addition to any liability for damage he may have caused, be liable to a penalty not exceeding £10.

Discount for Rates.

92. The Board may allow discount, not exceeding five per centum, for prompt payment of rates, but such discount will be allowed in respect of general rates only (not including supplementary rates), and shall not be allowed in respect of rates not paid on or before the 30th September of the year in which the rates have been imposed. Provided that the Minister, under special circumstances, may agree to an extension of time for a period not exceeding one month, in which case the Board may allow such discount on rates as aforesaid paid on or before the last day to which the Minister has so extended the time.

Pounds.

93. Any person who shall break, damage, or destroy any pound, fence, gate, lock, trough, or premises shall on conviction be liable to a penalty not exceeding ten pounds.

94. Any person who shall break, obliterate, deface, or damage any table of fees, placard, or other notice required by the Cattle, Trespass, Fencing, and Impounding Act, 1882, or any subsequent amendments thereof, shall be guilty of an offence against this by-law and shall on conviction be liable to a penalty not exceeding five pounds.

95. Any person who shall release or attempt to release any cattle which shall be lawfully seized for the purpose of being impounded, whether such cattle shall be in the pound or on the way to or from such pound, shall be guilty of an offence against this by-law, and shall on conviction be liable to a penalty not exceeding five pounds.

Bathing.

96. No person shall bathe in any open dam, pool, or open public water or any land or road within control of the Board, nor within clear sight thereof, unless he shall be clothed in a suitable bathing costume or clothes. Any person offending against any provisions of this by-law shall be liable, on conviction, to a penalty not exceeding twenty pounds.

Damage to Notices, Placards, etc.

97. No person shall obliterate, deface, or damage any table of fees placard, or any other notice published by the Board in accordance with the provisions of any

Act. Any person offending against this by-law shall on conviction be liable to a penalty not exceeding five pounds.

97A. No person shall erect or place any signboard on any road, or public place, without first obtaining the consent of the Board. Any person contravening this by-law shall on conviction be liable to a penalty not exceeding two pounds.

Water Supply.

98. Any person who shall waste or allow water to escape, foul, or pollute any water contained in any bore, pipe, tank, or place of storage shall be guilty of an offence against this by-law and shall upon conviction be liable to a penalty of not exceeding £20, in addition to any sum which may be legally required to pay as damage.

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

100. Any person or persons leaving open a lid of any well in the district shall be guilty of an offence against this by-law, and notwithstanding any civil remedy for damage so caused shall be liable on conviction to a penalty not exceeding five pounds.

101. Any person who shall remove any water from any bore, well, pipe, tank, standpipe, or other place of storage under the control of the Board, except for direct watering of stock, or for *bona fide* household use, or for camping purposes, or except with the written consent of the Board, and payment thereon of such reasonable fee as may be demanded, shall forfeit and pay on conviction a penalty not exceeding five pounds for each such offence.

Watercourses.

102. No person shall cause or allow any obstruction in any watercourse, waterchannel, creek, or other water passing through or adjoining or abutting on his property, either by construction of permanent or temporary weirs or dams, or by allowing any accumulation of rubbish, soil, sand, or dead or growing scrub or timber, and shall at least once in every year so clean and maintain their full natural discharging capacity. No person shall alter or deviate in any way the course of any watercourse, channel, or creek, without first obtaining the permission of the Board in writing.

Hawkers and Stall-keepers.

103. Subject as hereinafter provided, for the purposes of this paragraph, the term "hawker" means any person who travels and trades and goes from place to place or to other men's houses or places of business soliciting orders from or carrying to sell or exposing for sale any goods, wares, or merchandise to any person who does not in the ordinary course of business buy and sell or use the same: Provided that, if the goods, wares, or merchandise consist only of one or more of the following, namely:—Fruit, fish, meat, poultry, game, vegetables, butter, eggs, milk, or any victuals or books or newspapers, the term means any person who (or if he is a servant whose employer) does not carry on the business of selling, and who travels and trades and goes from place to place or to other men's houses soliciting orders for or carrying to sell or exposing for sale any such merchandise or articles.

104. In the foregoing definition of the word "hawker" the term "shop or permanent place of business" means an established or permanent place of business of substantial construction wherein goods, wares, or merchandise of the kind being hawked are made, produced, or sold, and, when the article hawked is a primary product, includes the farm or place where the same was produced.

105. No person, unless he be the holder of a Stall License issued by the Board, and shall have paid the prescribed fee therefor, shall place or erect within the district any movable, temporarily fixed or fixed stall, including any vehicle used or intended to be used as a stall for the sale of any goods, wares, or merchandise, in or near any street or way, or in or on any footpath, right-of-way, or reserve. The Board reserves the right to allocate the position to be occupied by any such stall or stand. License must be produced on demand to any police officer or officer of the Board.

106. No person shall hawk, peddle, or cry any goods, wares, or merchandise within the district unless he shall be the holder of a Hawker's License issued by the Board.

107. Applications for a license to trade or act as a hawker and/or stallkeeper, shall be made in writing to the secretary of the Board, and shall be accompanied by the prescribed fee.

108. The Board may in its absolute discretion and without assigning any reason therefor—

- (a) refuse to issue a license as aforesaid;
- (b) refuse to renew a license as aforesaid on the expiration of the current term thereof;
- (c) cancel a license as aforesaid during the currency thereof, upon giving to the licensee one month's written notice of its intention so to do: provided that the license fee or part thereof proportionate to the unexpired term of the said license shall be refunded to the licensee;
- (d) grant a license as aforesaid, upon such conditions as the Board may think fit.

109. No person to whom a license to trade as a hawker and/or stallkeeper has been granted shall, without the written consent of the secretary previously had been obtained, lend, transfer or assign such license, and no person shall, without such consent as aforesaid, borrow or make use of any license granted to a person other than himself.

110. Any person to whom a license to trade as a hawker and/or stallkeeper has been granted at all times shall:—

- (a) keep the vehicle, tray, or basket (if any) used by him in good repair and thoroughly clean and cleaved to the satisfaction of the secretary; and
- (b) keep affixed to some conspicuous part of his coat or the vehicle, tray, or basket (if any) used by him a board or plate bearing his name and the words "Licensed Hawker" legibly printed thereon in letters not less than one inch in length.

111. The fees payable in respect of a license to trade or act as a hawker and/or stallkeeper shall be as set forth in Schedule D.

Licenses.

112. The several licenses mentioned in these by-laws may be granted by the Board for such periods not exceeding twelve months, or for such purpose, irrespective of any period or duration, and upon payment of such fees as may be prescribed; and, if any person holding such license shall make default in any of the conditions contained in such license, the license shall thereupon become null and void, and the fee thereof shall be forfeited to the Board, and such person shall, in the event of any breach of such license, be guilty of an offence against this by-law, and shall on conviction thereof be liable to a penalty not exceeding five pounds.

Management and Use of the Road Board Hall and other Buildings under the Control of the Board.

113. Interpretation clause:—In the construction of these by-laws:—

- (a) the word "Board" shall mean the Rockingham Road Board;
- (b) the word "building" shall mean and include any hall, room, or corridor, or stairway or annexe of any such hall or room under the control of the Board;
- (c) the word "hirer" shall mean any person booking the hall or other buildings, and shall include the promoter, manager, or secretary of any club, association, or company engaging the building;
- (d) the word "furniture" shall include all chairs, tables, forms, crockery, fittings, scenery, curtains, and lights.

114. Application for hire, stating purpose for which the building is required, shall be made to the secretary of the Board, and shall be accompanied by a moiety of the hiring charge, which shall be forfeited in the event of the hire not being completed. The balance of the hire shall be paid before possession will be given.

115. The hirer shall be responsible for damage to building or furniture, and the Board shall assess the amount payable in this respect. The Board may require the deposit of an amount deemed sufficient to cover any damage which might occur during the term of engagement.

116. Decorations will be permitted in the building, but shall be subject to the approval of the Board. No nails or other attachments shall be made to the walls or ceilings, and all decorations must be removed when notified, otherwise they will be removed by the Board at the expense of the hirer. An extra charge will be made for cleaning when confetti or similar substances are used in the buildings.

117. The Board may at any time cancel any agreement made for the hire of the building or furniture.

118. No spirituous liquor, wine, ale, beer, porter, stout, cider, or perry shall be brought into or consumed in any part of the building during the term of any engagement, and no food or drink shall be brought into or consumed in the main hall, except when permitted by the Board in writing.

119. No person shall smoke any tobacco, cigar, cigarette, or other objectionable substance, nor strike or ignite any light in any building during any ball or public entertainment, or at any gathering of persons in the said building, whether such persons have been admitted by payment of money or otherwise, except at a dance, banquet, or smoke social.

120. No person shall in any part of any building—

- (a) enter or be allowed to enter whilst under the influence of liquor, or intoxicated;
- (b) use profane or improper language;
- (c) be guilty of any misbehaviour whatsoever;
- (d) damage or deface any notice or part of the building;
- (e) expectorate on any of the walls or floor of the building;
- (f) stand, loiter, or cause any obstruction in the passage-way, doorway, vestibule, or entrance porch, or refuse to disperse, when requested to do so by the secretary or other duly authorised officer of the Board or police constable, whether in uniform or otherwise.

121. The hirer of any building shall be responsible for:—

- (a) maintaining good order and enforcing these by-laws;
- (b) any damage to the building or furniture.

122. The secretary of the Board or other duly authorised officer or police constable shall be permitted to have free ingress to the building during the term of engagement, except at meetings of lodges or societies not open to the public, and every facility shall be given for enforcing these by-laws.

Penalties.

123. Any person who does, permits, or suffers any act, matter, or thing, contrary to these by-laws, or commits or permits any breach or neglect thereof, shall be deemed to be guilty of an offence against these by-laws, and, where not otherwise provided for, shall be liable to a penalty not exceeding twenty pounds for each such offence.

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

125. All penalties or other sums recovered under the provisions of these by-laws shall, unless otherwise provided, be paid to the Board, and shall become the property of and form part of the ordinary income of the district, except so much as may be payable to any informer.

Poundage, Sustenance, and Driving Charges.

126. The following charges as poundage fees and sustenance charges within the area under the control of the Board in respect of cattle impounded for trespass

upon any road, track, right-of-way, or reserves within the area under the control of the Board shall be:—

	£	s.	d.
For bulls over the age of one year and for stallions over the age of eighteen months	2	0	0
For each head of other great cattle impounded between 8 a.m. and 6 p.m.	0	3	0
For each head of small cattle impounded, goats excepted	0	1	6
For each head of other great cattle impounded between 8 a.m. and 6 p.m.	0	5	0
For each goat impounded	0	2	0

Sustenance Charges.

For each head of great cattle, per day of twelve hours	0	1	0
For each head of great cattle, per day of twenty-four hours	0	3	0
For each head of small cattle, per day of twenty-four hours	0	1	0

Driving Fees:

Great cattle—1s. 6d. per head per mile, up to three miles; over three miles—1s. per mile; minimum—1s. 6d.; maximum—7s. 6d. per head.
 Small cattle—3d. per head per mile, minimum—3d.; maximum—1s. per head.
 Maximum charge to one owner—£1.

Schedule A.

License to..... (here insert "Remove sand" or "gravel," "stone," or "wood").
 Name of applicant.....
 Description of license.....
 Quantity of material.....
 Fees payable.....per.....total.....
 The abovenamed..... is hereby licensed to..... (here insert "remove" or "cut and remove") from..... (here insert "roads" or "reserves")..... (here insert "tons," "loads" or other measurements) of..... (here insert "sand," "timber," etc.) within..... from the date thereof.
 Given under my hand this..... day of..... 19....
 Secretary.

Schedule B.

HAWKER'S LICENSE.

License No.....
 Amount of fee paid.....
 Mr..... of..... is hereby licensed to hawk..... within the Rockingham District, with a..... during the..... ending..... 19.... subject to the provisions of the by-laws for the time being in force within the Rockingham Road District.
 Dated the..... day of..... 19....
 Secretary.

Schedule C.

STALLKEEPER'S LICENSE.

License No.....
 Amount paid £.....
 Mr..... of..... is hereby licensed to keep and conduct a stall during the..... ending..... 19.... for the sale of..... to be situated....., subject to the provisions of the by-laws for the time being in force in the Rockingham Road District.
 Dated this..... day of..... 19....
 Secretary.

Schedule D.

Fees for Hawker's Licenses—Annual fee, £5.
 Fees for stands on streets, roads, and reserves, etc., £5 per annum.

Made and passed by the Rockingham District Road Board at a meeting duly held at Rockingham on Saturday, the 9th day of March, 1940.

T. H. PURDY,
 Chairman.
 G. E. BLACK,
 Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 24th day of April, 1940.

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

ROAD DISTRICTS ACT, 1919-1939.

Nungarin and Mukiubudin Road Districts—Alteration of Common Boundary—Notice of Intention.

Department of Public Works,
 P.W. 501/35. Perth, 26th April, 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 Nungarin and Mukiubudin Road Districts by severing that portion of the Mukiubudin Road District described in the Schedule hereto and annexing it to the Nungarin Road District.

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

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

Schedule.

The area bounded on the eastward by part of the western boundary of Avon Location 14085, on the southward by the north boundary of Avon Location 3343, and on the north-westward by the south-eastern side of a surveyed road from the north-west corner of Location 14085 aforesaid to the north-west corner of Location 3343.

ROAD DISTRICTS ACT, 1919-1939.

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

Department of Public Works,
 P.W. 984/37. Perth, 26th April, 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 redive the Moora Road District (hitherto divided into five Wards) into six Wards, by severing the East Ward and constituting two new Wards, to be known as the North-East Ward and the South-East Ward, the boundaries of which are described in the Schedule hereto, and to alter the boundaries of the North and West Wards accordingly.

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

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

Schedule.

North-East Ward:—Bounded on the north by part of the northern boundary of the Moora Road District from the north-west corner of Lot M1814 of Melbourne Location 927 (Laid Titles Office Diagram No. 8589) to the north-east corner of Lot M1809 (L.T.O. Diagram No. 8585); on the eastward by part of the eastern boundary of the said road district from the north-east corner of said Lot M1809 to the south-east corner of Lot M1530 of Location 931 (L.T.O. Diagram No.

6801); on the southward by the south boundaries of Lots M1530, M1490, M1593 and part of the south boundary of Lot M1678; thence by part of the west boundary of Lot M897 and the north boundaries of Lot M899 and Lot M610 of Location 913 and along the west boundary of the last-mentioned lot and part of the northern and the west boundary of Lot M617 and along part of the southern boundary of Lot M616 (L.T.O. Plan No. 5376), continuing through Lots M620, M621, and Location 171, passing along the south boundary of said Location 913 (L.T.O. Plan No. 3041) and along part of the south, a west, and a south boundary of Lot M614; thence by the south boundary of Lot M209 of Location 912, a south, an east and the south boundary of Lot M284 and the south boundaries of Lots M283 and M210 (L.T.O. Plan No. 2868) to the south-west corner of said Lot M210; on the westward by the west boundaries of Lots M210 and M211 and extending through Lot M214 of Location 911, passing along the northern side of Road No. 3682 to the prolongation south of the east boundary of Location 733 and along said prolongation and part of the said east boundary and part of the northern boundary of Lot M215; thence along the western boundaries of Lots M217, M219, M220, M221, M222 (passing along part of the west boundary of Location 494) and continuing along the western boundaries of Lots M223, M224 of Locations 911 and 912, and along the west boundary of Location 811 to the prolongation east of the south boundary of Lot M187 of Location 929 (L.T.O. Plan No. 2867), along the southern boundaries of Lots M187, M186 (L.T.O. Plan No. 2865), and along a southern boundary of Lot M185 and through Lots M231 and M232 (passing along the south boundary of Location 929; thence along the southernmost boundary of Lot M184 and the south boundary of Lot M183; thence by the west and north boundaries of said Lot M183 and the north boundaries of Lots M184 to M191, inclusive, and part of the north boundary of Lot M192 to the prolongation south of a west boundary of Lot M1751 of Melbourne Location 929 (L.T.O. Diagram No. 7813); thence along said prolongation passing through Lot M1144 (L.T.O. Plan No. 4463), and through and along a western boundary of Lot M1751; thence along part of the northern boundary of Location 929, part of the west, the north, and part of the east boundaries of Location 576 and again along the north boundary of Location 929 to the prolongation south of the west boundary of Location 2006; thence by said prolongation and western boundaries of Locations 2006, 1500, 2004, and 1659; thence along the north boundaries of Locations 1659 and 1740 and the west boundary of Location 927 to the starting point.

South-East Ward:—Bounded on the northward by part of the southern boundary of the North-East Ward; on the eastward by part of the eastern boundary of the Moora Road District; on the southward by part of the southern boundary of the said road district; on the westward by a line extending south-westward from the south-west corner of Lot M283 of Melbourne Location 912 to the north-west corner of Lot M1662 of Location 915; thence by the western and part of the south boundaries of said Lot M1662, the west, a south, and a west boundary of Lot M416, part of the north and the west boundaries of Lot M415, the west and south boundaries of Lot M582; thence by part of the west boundary of Lot M414 (L.T.O. Plan No. 3016) and the west boundary of Lot M409; thence by part of a northern and the western boundaries of Lot M407 and the south-western boundaries of Melbourne Location 187 and Lot M592 to the southern boundary of the road district (L.T.O. Plan No. 3015).

ROAD DISTRICTS ACT, 1919-1939.

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

Department of Public Works,
P.W. 1799/25. Perth, 26th April, 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 redivide the Nungarin Road District (hitherto divided into four Wards) into five Wards, by severing portions of the Danberrin Ward and the Nungarin Ward and constituting such portions an additional Ward, to be known as the Central Ward, the boundaries of which are described in the Schedule hereto, and to alter the boundaries of the Danberrin and Nungarin Wards accordingly.

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

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

SCHEDULE.

Central Ward.

Bounded on the northward by the northern side of the Dowerin-Merredin railway reserve and part of the north boundary of Nungarin Townsite from the south boundary of Kwelkan Townsite to the north-east corner of Nungarin Townsite; on the eastward by the east, a south, and an eastern and the south boundaries of Nungarin Townsite and the eastern boundaries of Avon Locations 14231, 11124, 21308, 11122, and 22474 from the north-east corner of Nungarin Townsite to the south-east corner of the said Avon Location 22474; on the southward by the southern boundaries of Avon Locations 22474, 11122, 11127, 11128, 21370, 11129, 15500, and 24417, Reserve No. 11524, and along the south boundary of Location 15497 from the south-east corner of Avon Location 22474 aforesaid to the eastern boundary of the Kununoppin-Trayning Road District; on the westward by part of the said Road District boundary.

ROAD DISTRICTS ACT, 1919-1939.

Morawa Road Board.

Notice of Intention to Borrow.

Proposed Loan of £2,500.

NOTICE is hereby given that the Morawa Road Board proposes to borrow the sum of £2,500, to be expended on an undertaking for the Morawa Road District, the said undertaking being the purchase of road construction plant, viz., a caterpillar tractor road grader.

The specifications, and the estimates of the cost of the said undertaking, and statement showing the proposed expenditure of the money to be borrowed, including the cost of supervision and initial expenditure in connection with the raising of the Loan, are open for inspection at the Office of the Morawa Road Board, situate Morawa, for one month from the publication hereof, between the hours of 9 a.m. and noon and 1 p.m. and 4 p.m. on week days, except Saturdays, and between 9 a.m. and noon on Saturday.

The amount of £2,500 is proposed to be raised by the sale of debentures repayable with interest by ten equal half-yearly instalments over a period of five years after the date of the issue thereof, in lieu of the formation of a sinking fund.

The debentures shall bear interest at a rate not exceeding 4½ per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the Office of the City of Perth, 207 Murray street, Perth.

Dated the 3rd day of May, 1940.

A. H. RUSHTON,
Chairman.

W. McLAREN,
Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE DEPARTMENT.

M.W.S. 100/35.

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

Canning Road District.

317/40—Woodloes street, from Lot 27 to Lot 29—North-westerly.

Gosnells Road District.

1073/32—Maddington road, from Dellar road to Lot 413—Easterly.

Perth Road District.

221/40—Tyler street, from Royal street to Lot 3—Southerly.

Nedlands Road District.

298/40—Broome street, from Lot 31 to Lot 30—
Southerly.

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

Dated at Perth this 10th day of May, 1940.

J. C. HUTCHINSON,
Under Secretary.

WANNEROO ROAD BOARD.

IT is hereby notified, for public information, that Edmund John Handcock has been duly appointed Traffic Inspector to the Wanneroo Road Board; his appointment dated from the 14th October, 1935, and he is still acting in that capacity.

T. R. SCADDAN,
Secretary.

THE MUNICIPAL CORPORATIONS ACT, 1906-1939.

Municipality of Geraldton.

P.W. 1365/35.

A by-law of the Municipality of Geraldton, made under section 180 of the Municipal Corporations Act, 1906-1939, for the Control and Management of Public Reserves.

IN pursuance of the powers conferred by the said Act, the Mayor and Councillors of the Municipality of Geraldton order as follows:—

By-law No. 33, passed by the Council on the 8th day of February, 1933, and published in the *Government Gazette* on the 21st day of April, 1933, is amended by

the repeal of paragraph 5 thereof and the insertion of the following new paragraph in lieu thereof:—

(5) No person shall behave in a disorderly manner on any park lands or any public reserve, or sell or offer for sale any intoxicating liquor on any park lands or public reserves;

Provided, however, that any person who has obtained for the purpose a temporary license, duly granted under the provisions of the Licensing Act, 1911-1939, may, with the permission in writing of the Council, sell or offer for sale on any park lands or public reserve such intoxicating liquors as the temporary license may authorise him to sell or offer for sale thereon during the period specified in the license, and during that period this by-law shall not apply in respect of the liquors so sold or offered for sale. Any such permission may be granted subject to payment of such fee (if any) fixed by the Council in respect of the same, and subject to any conditions which the Council may fix in any particular case, and, upon breach of any condition so fixed, such permission shall be void and of no further effect.

Passed by resolution of the Municipality of Geraldton this sixth day of March, 1940.

[L.S.] R. CARSON, Mayor.
R. W. CARTER, Town Clerk.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 24th day of April, 1940.

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

THE MUNICIPAL CORPORATIONS ACT, 1906-1939.

Municipal Election.

Department of Public Works.
Perth, 7th May, 1940.

IT is hereby notified, for general information, in accordance with section 113 of the Municipal Corporations Act, that the following gentleman has been elected a member of the undermentioned Municipal Council, to fill the vacancy shown in the particulars hereunder:—

Municipal Council.	Ward.	Date of Election.	Member Elected:		Occupation.	How vacancy occurred: (a) Retirement. (b) Resignation. (c) Death.	Name of previous Member.	Remarks.
			Surname.	Christian Name.				
Kalgoorlie	20-4-40	Rew ...	Richard George ...	Business Manager	(c)	Bailey, J.	

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

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, 8th May, 1940.

R.G. No. 104/33.
IT is hereby notified, for general information, that Constable W. J. Chambers has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Beverley Registry District, to reside at Quairading, vice Constable E. C. Nicholls, transferred; appointment to date from 19th April, 1940.

R.G. No. 60/34.
IT is hereby notified, for general information, that Constable E. C. Nicholls has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Gascoyne Registry District, to re-

side at Shark Bay, vice Constable G. R. King, transferred; appointment to date from 30th April, 1940.

R.G. No. S/SA.
IT is hereby notified, for general information, that Constable C. Lawson has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to reside at Dowerin, during the absence on leave of Constable F. Bibby; appointment to date from 13th May, 1940.

R.G. No. 50/33.
IT is hereby notified, for general information, that Constable D. J. Allan has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to reside at Cunderdin, vice Constable W. T. Brooks, transferred; appointment to date from 6th May, 1940.

S. BENNETT,
Registrar General.

Registrar General's Office,
Perth, 9th May, 1940.

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

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
20/37	1940. Apl. 29	<i>Methodist Church.</i> Missioner Leon Atkinson	Denmark	Plantagenet

IT is hereby notified, for general information, that the name of the undermentioned Minister has been duly removed from the register in this office of Ministers registered for the celebration of Marriages throughout the State of Western Australia :—

R.G. No.	Date.	Denomination and Name.	Residence.	Registry District.
20/37	1940. Apl. 29	<i>Methodist Church.</i> Mr. James Rossiter Morrell	Lake Grace	Williams

S. BENNETT,
Registrar General.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
253/40	1940. May 3	G. A. McKim	134A, 1940	Purchase and Removal of 10 Packages of Timplite, 1 x 19 x 18½, being portion of Item 1	Wyndham Meat-works	at £2 per package.
205/40	do.	Atkins (W.A.), Ltd.	115A, 1940	Pumping Machinery, comprising "K. & L." 4-stage Centrifugal Pump and "A.G.E." 5 H.P. Motor, as per Item 1	Metropolitan Water Supply	for £117 5s.
248/40	do.	Anna M. Mackenzie	132A, 1940	Purchase and Removal of House on Jilbadji Location 458, as per Item 1	Lands	for £25.
"	do.	W. A. Barton	"	Purchase and Removal of House on Jilbadji Location 403, as per Item 3	do.	for £41 10s.
229/40	do.	Dobbie Dico Meters	125A, 1940	45 only ¾ in. Water Meters, as per Item 1	Metropolitan Water Supply	77s. 6d. each.
"	do.	Measurement, Ltd.	"	2 only 1 in. Water Meters, as per Item 2	do.	105s. each.
"	do.	George Kent (W.A.), Ltd.	"	Water Meters, as follows :— Item 2—4 only 1 in. M2 Item 3—8 only 1½ in. MT2 Item 4—1 only 4 in. Trade	do.	109s. 6d. each. 207s. 6d. each. for £92.
233/40	do.	A. Sceresini	126A, 1940	150 cords Firewood for State Battery, Cue, as per Item 1	Mines	32s. per cord.
292/40	do.	A. Pennyquick	148A, 1940	Purchase and Removal of 2 "Bentley" Secondhand Tyres and Tubes, 700 x 21, as per Items 1 and 2	Police	for £2.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940. April 26 ...	147A, 1940 ...	Mobile X-Ray Units, 3 only, with Accessories ; and Potter Bucky Diaphragms, 3 only	1940. May 16
May 2 ...	155A, 1940 ...	Groceries for Kalgoorlie District Hospital, during a period of 6 months	May 16
May 2 ...	156A, 1940 ...	Autoclave, built in type, 16in. dia. x 3ft. long, 1 only, for Heathcote Mental Home	May 16
May 2 ...	157A, 1940 ...	Sterile Hot Water Urns, steam-heated type, 10 gals. capacity, 2 only, for Heathcote Mental Home	May 16
May 2 ...	158A, 1940 ...	Sterile Hot Water Urns, electrically-heated type, 10 gals. capacity, 2 only, for Claremont Mental Hospital	May 16
May 2 ...	159A, 1940 ...	Hot Water Urns, electrically-heated type, 5 gals. capacity, 2 only, for Claremont Mental Hospital	May 16
Mar. 21 ...	105A, 1940 ...	Vacuum Brake Material (Rubber) for the Railways, during the year 1940-41	May 23
May 2 ...	160A, 1940 ...	Drying Tumbler, 3in. dia. x 2ft. 6in. long, 1 only, for King Edward Memorial Hospital Laundry	May 23
May 2 ...	153A, 1940 ...	Copper Plates, 111 only	June 27

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

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

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

No tender necessarily accepted.

Dated the 9th May, 1940.

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

THE MINING ACT, 1904.

Notice of Intention to Forfeit Leases for Non-payment of Rent.

Department of Mines,
Perth, 26th April, 1940.

IN accordance with section 97 of the Mining Act, 1904, notice is hereby given that, unless rent due on the undermentioned Leases be paid on or before the 24th day of May, 1940, it is the intention of the Lieutenant-Governor, under the provisions of section 98 of the Mining Act, 1904, to forfeit such leases for breach of covenant, viz., non-payment of rent.

A. H. TELFER,
Under Secretary for Mines.

DUNDAS GOLDFIELD.

Gold Mining Lease.

1592—WHEEL OF FORTUNE: Williams, Alfred Baldwin.

EAST COOLGARDIE GOLDFIELD.

Gold Mining Lease.

5847E—VICTORY: Jervis, William Alfred.

KIMBERLEY GOLDFIELD.

Gold Mining Lease.

109—MT. BRADLEY: Brown, Laurence Edward.

MOUNT MARGARET GOLDFIELD.

Mount Malcolm District.

Gold Mining Lease.

1753C—LADY DORIS: Castledine, Charles Joseph.

MURCHISON GOLDFIELD.

Mount Magnet District.

Gold Mining Leases.

1246M—NEPTUNE: Morrow, Chester Arthur; Elliot, Edward Burton.

1251M—BROKEN BOND: Swan Bitter Gold Mining Company, No Liability.

1253M—HILL 60 SOUTH EXTENDED: Mount Magnet Gold Mines, Limited.

1255M—EDWARD CARSON: Cassey, Andrew.

NORTH COOLGARDIE GOLDFIELD.

Menzies District.

Gold Mining Lease.

5563Z—GLADSOME WEST: Sand Queen Gladstone Mines, No Liability.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Cue, 13th April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) W. O. MANSBRIDGE,
Warden.

To be heard at the Warden's Court, Cue, on Friday, the 21st day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

MURCHISON GOLDFIELD.

Cue District.

Residence Area.

315—Aldus, Lucy Ann; Cue; no Miner's Right.

Machinery Areas.

32—Moloney, Francis William; Tuckanarra; non-payment of rent.

35—Heine, Freda; Cue; non-payment of rent.

Tailings Area.

31—Moloney, Francis William; Tuckanarra; non-payment of rent.

Garden Areas.

31—Armstrong, Mary; Big Bell; non-payment of rent.

34—Stansfield, Samuel Bernard; Big Bell; non-payment of rent and no Miner's Right.

35—Condren, Patrick James; Reedy; non-payment of rent.

Day Dawn District.

Garden Areas.

20D—Sheedy, Daniel Gladstone; Cue; non-payment of rent.

21D—Sheedy, Daniel Gladstone; Cue; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Norseman, 17th April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) T. H. HANNAH,
Acting Warden.

To be heard at the Warden's Court, Norseman, on Thursday, the 6th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

DUNDAS GOLDFIELD.

Machinery Areas.

43—Norseman Developments, No Liability; Norseman; non-payment of rent.

44—South Norseman Gold Mines, No Liability; Norseman; non-payment of rent.

Garden Areas.

12—Lynn, Rosetta Robins; Norseman; non-payment of rent.

13—Carter, Joseph Mathew; Norseman; non-payment of rent.

14—Polkinghorne, Abner Smith; Norseman; non-payment of rent.

15—Clarke, Terence; Norseman; non-payment of rent.

20—Baker, William Robert; Norseman; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Kalgoorlie, 18th April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed

to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) L. W. STOTTER,
Warden.

To be heard at the Warden's Court, Kalgoorlie, on Tuesday, the 11th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

EAST COOLGARDIE GOLDFIELD.

Mineral Claim.

7E—Ridge, Maurice Hennessy; Australia Hotel Buildings, Kalgoorlie; non-payment of rent.

Residence Areas.

- 159E—Stein, Eric Randolph; Williamstown; non-possession of Miner's Right.
 164E—Oldfield, Robert Harold; Williamstown; non-possession of Miner's Right.
 165E—Ashton, Jonathan; Williamstown; non-compliance with conditions.
 168E—McDonald, Clifford Sinclair; Williamstown; non-compliance with conditions.
 170E—Burns, Alexander Gordon; Williamstown; non-possession of Miner's Right.
 172E—Lynch, Hazel May; Williamstown; non-possession of Miner's Right.
 175E—Colbourne, Jessie; Williamstown; non-compliance with conditions.
 178E—Dowd, Dorothy; Williamstown; non-possession of Miner's Right.
 181E—Coffey, James; Williamstown; non-possession of Miner's Right.
 184E—Bisdee, Enid Lilleu; Williamstown; non-possession of Miner's Right.
 187E—Barry, John; Williamstown; non-possession of Miner's Right.
 189E—Wormald, May; Williamstown; non-possession of Miner's Right.
 190E—Trezoua, Ivy Violet May; Williamstown; non-possession of Miner's Right.

Machinery Areas.

- 104E—Hansen, Albert Leach; Celebration; non-payment of rent.
 109E—Northey, Alan Morris Borden; Mt. Monger; non-payment of rent.

Tailings Areas.

- 67E—Allsop & Don; Hannan street, Kalgoorlie; non-payment of rent.
 113E—Taylor, Athol Wesley; 5 Forrest street, Boulder; non-payment of rent.
 114E—Taylor, Athol Wesley; 5 Forrest street, Boulder; non-payment of rent.

Garden Areas.

- 122E—Ryan, Margaret; Post Office, Boulder; non-payment of rent.
 135E—Ryan, William; Post Office, Boulder; non-payment of rent.
 170E—Brown, Frederick Henry; 33 Burt street, Boulder; non-payment of rent.
 179E—Mallon, Charles Walsh; 458 Hannan street, Kalgoorlie; non-payment of rent.

Water Rights.

- 179E—Stubbs, Josepha; Somerville; non-payment of rent.
 289E—Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.
 293E—The Golden Horse Shoe (New), Limited; Fimiston; non-payment of rent.
 294E—The Golden Horse Shoe (New), Limited; Fimiston; non-payment of rent.

Bulong District.

Mineral Claim.

7Y—Dupuy, Maurice; 39 Gordon street, Kalgoorlie; non-payment of rent.

NORTH-EAST COOLGARDIE GOLDFIELD.

Kanowna District.

Machinery Area.

65X—Thomson, Alexander Galrey; Kanowna; non-payment of rent.

Garden Area.

52X—Willis, Jabez; Kanowna; non-payment of rent.

Water Right.

83X—Pearce, Walter Nicholas; Bardoc; non-payment of rent.

Kurnalpi District.

Machinery Areas.

- 7K—Cockburn, James; Kurnalpi; non-payment of rent.
 8K—Simson, Robert Peter; 90 Forrest street, Boulder; non-payment of rent.

BROAD ARROW GOLDFIELD.

Business Areas.

- 70W—Finlayson, Mattie Carveth; Ora Banda; non-payment of rent.
 72W—Bowden, Charles Daniel; Smith, James; Ora Banda; non-payment of rent.
 121W—Barelay, Charles Ballington; Grants Patch; non-payment of rent.

Residence Areas.

- 126W—Argus, Richard Frederick; Ora Banda; non-possession of Miner's Right.
 127W—Kitch, Alice Maud; Grants Patch; non-possession of Miner's Right.

Machinery Areas.

- 41W—Associated Northern Ora Banda, No Liability; Ora Banda; non-payment of rent.
 44W—Parker, Thomas John; Broad Arrow; non-payment of rent.

Tailings Areas.

- 42W—Associated Northern Ora Banda, No Liability; Ora Banda; non-payment of rent.
 49W—Rustand, Ole Birger; Mt Monger; non-payment or rent.

Water Rights.

- 89W—Dillon, Francis; Pearce, Walter Nicholas; Bardoc; non-payment of rent.
 93W—Associated Northern Ora Banda, No Liability; Ora Banda; non-payment of rent.
 95W—Dillon, Francis; Pearce, Walter Nicholas; Bardoc; non-payment of rent.
 99W—Ora Banda Amalgamated Mines, Limited; Grants Patch; non-payment of rent.
 103W—Cruickshank, Alexander; 29 Richardson street, Boulder; non-payment of rent.
 105W—Mitchell, John Douglas; Broad Arrow; non-payment of rent.

NORTH COOLGARDIE GOLDFIELD.

Menziess District.

Garden Areas

- 67Z—Heppingstone, Charles Robert; Room 9, Commercial Union Assurance Building, St. George's terrace, Perth; non-payment of rent.
 69Z—Morphett, Annie; Menziess; non-payment of rent.
 70Z—Gatley, Annie; Menziess; non-payment of rent.

Water Rights.

- 365Z—Woolgar Gold Mines, Limited; London House, 494 Murray street, Perth; non-payment of rent.
 366Z—Collier, William; Menziess; non-payment of rent.

Ularring District.

Residence Area.

133U—Newman, Edward Vernon; Riverina; non-possession of Miner's Right.

Business Areas.

- 128U—Salkild, Leslie; Riverina; non-payment of rent.
 132U—Benson, Sydney James; Riverina; non-payment of rent.

Machinery Area.

12U—McCann, Charles; Steineek, Henry Albert; Mulline; non-payment of rent.

Yerilla District.

Business Area.

338R—Clifford, Daniel; Edjudina; non-payment of rent.

Water Rights.

48R—Edjudina Pastoral Company, Limited; c/o Dalgety's, 15 William street, Perth; non-payment of rent.

51R—Edjudina Gold Mining Company, No Liability; Royal Insurance Buildings, 133 St. George's terrace, Perth; non-payment of rent.

THE MINING ACT, 1904

(Regulation 180).

Warden's Office,

Broome, 1st April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) E. S. REYNOLDS,
Warden.

To be heard at the Warden's Court, Broome, on Wednesday the 12th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

WEST KIMBERLEY GOLDFIELD.

Mineral Claims.

26—Peninsular Copper Mining Company, Limited; P.O. Box 55, G.P.O., Perth; non-payment of rent.

28—Kimberley Metals, No Liability; 327 Bourke street, Melbourne, and Royal Insurance Buildings, 133 St. George's terrace, Perth; non-payment of rent.

Machinery Area.

1—L. J. Coleman; Derby; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,

Meekatharra, 18th April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the resumption of possession, for and on behalf of His Majesty, in accordance with regulation 180 of the Mining Act, 1904, of the undermentioned mining tenements. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) W. O. MANSBRIDGE,
Warden.

To be heard at the Warden's Court, Meekatharra, on Thursday, the 13th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

MURCHISON GOLDFIELD.

Meekatharra District.

Machinery Areas.

22N—Quinns Gold Mines, Limited; c/o O. L. Haines & Co., Perpetual Trustee Buildings, 89 St. George's terrace, Perth; non-payment of rent and no Miner's Right.

25N—Mars Gold Mines, Limited; London House, 321 Murray street, Perth; non-payment of rent and no Miner's Right.

26N—Kinder, Mabel Christine; Gabanintha; non-payment of rent and no Miner's Right.

Tailings Area.

24N—Quinns Gold Mines, Limited; c/o O. L. Haines & Co., Perpetual Trustee Buildings, 89 St. George's terrace, Perth; non-payment of rent and no Miner's Right.

Garden Area.

16N—Swinton, Arthur Frederick Taylor; Meekatharra; non-payment of rent and no Miner's Right.

Business Area.

224N—Garland, Ethel Kate; Bilyuin Pool via Meekatharra; non-payment of rent and no Miner's Right.

Residence Area.

233N—Swinton, Frederick; Meekatharra; no Miner's Right.

Water Rights.

29N—Mars Gold Mines, Limited; London House, 321 Murray street, Perth; non-payment of rent and no Miner's Right.

30N—Mars Gold Mines, Limited; London House, 321 Murray street, Perth; non-payment of rent and no Miner's Right.

31N—Wimbridge, Frederick John; Gabanintha; non-payment of rent.

Mineral Claim.

1N—Atkinson, Frank; Berringarra Station via Cue; non-payment of rent.

PEAK HILL GOLDFIELD.

Mineral Claims.

20P—Hogg, Bain; c/o G. N. B. Smith, Peak Hill; non-payment of rent.

21P—Smith, George Noel Bernhard; Peak Hill; non-payment of rent.

22P—Hogg, Bain; c/o G. N. B. Smith, Peak Hill; non-payment of rent.

Garden Area.

12P—Purcell, Edward; Peak Hill; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,

Perth, 26th April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) A. H. TELFER,
Warden.

To be heard at the Warden's Court, Mines Department, Perth, on Friday the 31st day of May, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

OUTSIDE ANY PROCLAIMED GOLDFIELD.

Business Areas.

6H—The West Pilbara Trading and Finance Company, Limited; Whim Creek; non-payment of rent.

7H—The West Pilbara Trading and Finance Company, Limited; Whim Creek; non-payment of rent.

Residence Area.

4H—Anderson, David Watson; Pilbara Group, Roebourne; non-possession of Miner's Right.

Machinery Areas.

- 3H—Teichmann, Joseph; Roebourne; non-payment of rent.
4H—Shaw, James Richard; Roebourne; non-payment of rent.

Mineral Claims.

- 78H—Vincent, Frank Nicholas; c/o Calyx Porcelain Works, Subiaco; non-payment of rent.
109H—Vincent, Frank Nicholas; c/o Calyx Porcelain Works, Subiaco; non-payment of rent.
111H—Oma, Victor Charles; No. 4 Palace Chambers, St. George's terrace, Perth; non-payment of rent.
174H—McKay, Robert Mitchell; Nungarin; non-payment of rent.
175H—Stuart Bismuth Co., Limited; Box B55, G.P.O., Perth; non-payment of rent.
176H—Stuart Bismuth Co., Limited; Box B55, G.P.O., Perth; non-payment of rent.
177H—Simmons, Richard; 43 Waverley street, South Perth; Langley, Clement Edward; 17 Hubble street, East Fremantle; non-payment of rent.
178H—Simmons, Richard; 43 Waverley street, South Perth; Langley, Clement Edward; 17 Hubble street, East Fremantle; non-payment of rent.
182H—Asbestos Molybdenum & Tungsten Co., Limited; c/o Parker & Parker, 21 Howard street, Perth; non-payment of rent.
184H—Millars' Timber & Trading Company, Limited; St. George's House, St. George's terrace, Perth; non-payment of rent.
185H—Faddy, Norman Knight; 102 Stanley street, Nedlands; non-payment of rent.
186H—Asbestos Molybdenum & Tungsten Co., Limited; c/o Parker & Parker, 21 Howard street, Perth; non-payment of rent.

- 1067—Gordon Allan Dunkeld; Nevoria; no Miner's Right and rent not paid.
1070—John Chadwick; Nevoria; rent not paid.
1079—Stanley James Brearley; Nevoria; rent not paid and no Miner's Right.

Residence Areas.

- 855—Bethel Aloysious Hooper; Burbidge; no Miner's Right.
866—Norman Aubrey Birch; Marvel Loch; no Miner's Right.
1012—Ruby Flora Lois Donald; Burbidge; no Miner's Right.
1026—Payne Clynch Jones; Marvel Loch; no Miner's Right.
1037—Frederick Smith; Burbidge; no Miner's Right.
1060—Morany Frederick Adolphus Osborne; Ghooli; no Miner's Right.
1071—Fred Smith; Nevoria; no Miner's Right.
1077—David McLaren; Marvel Loch; no Miner's Right.
1083—Arthur Bert King; Nevoria; no Miner's Right.
1085—Neil Davey; Burbidge; no Miner's Right.
1089—Thomas Ewing; Burbidge; no Miner's Right.

Garden Areas.

- 31—Domenico Colembera; Bullfinch; rent not paid.
32—Thomas Francis Egan; Yellowdine; rent not paid and no Miner's Right.

Machinery Areas.

- 32—Joseph Symonds; Marda; rent not paid.
35—Phillip George Winton; Mt. Jackson; rent not paid.
38—Domenico Patroni; Donovan's Find; no Miner's Right.

Tailings Area.

- 46—Joseph Santino Guidice; Marvel Loch; rent not paid.

Water Rights.

- 56—Edna May (W.A.) Amalgamated Gold Mines, No Liability; Westonia; no Miner's Right.
58—Edna May (W.A.) Amalgamated Gold Mines, No Liability; Westonia; no Miner's Right.
63—William Alfred Barton; Laurence Charles Heury; Nevoria; rent not paid.

Mineral Claims.

- 9—Union Plaster (1935), Limited; Lake Seabrook; rent not paid and no Miner's Right.
10—Union Plaster (1935), Limited; Lake Seabrook; rent not paid and no Miner's Right.
15—William Alfred Barton; Eric Edmund Watkins; Koolyanobbing; rent not paid.
16—Eric Edmund Watkins; William Alfred Barton; Koolyanobbing; rent not paid.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Southern Cross, 23rd April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the under-mentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) T. H. HANNAH,
Acting Warden.

To be heard at the Warden's Court, Southern Cross, on Tuesday, the 4th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

YILGARN GOLDFIELD.

Business Areas.

- 127—Kalgoorlie Brewing and Ice Co.; Kalgoorlie; rent not paid; no Miner's Right.
823—Mary Johnson; Hollow's Find; no Miner's Right.
869—Errol George Haymes; Palmer's Find; rent not paid.
957—William Percival Mountstephen; Nevoria; no Miner's Right and rent not paid.
968—William Percival Mountstephen; Nevoria; no Miner's Right and rent not paid.
981—George Midland Hewitt; Nevoria; rent not paid.
982—Frank Proctor; Nevoria; rent not paid.
986—James McAuliffe; Nevoria; rent not paid.
1016—Thomas James French; Nevoria; no rent paid.
1038—Gordon Allan Dunkeld; Nevoria; rent not paid and no Miner's Right.
1042—Patrick McDonald; Nevoria; rent not paid and no Miner's Right.
1049—Bertha Wilhemina Collins; Nevoria; rent not paid.
1057—Christina Caroline Houston; Nevoria; rent not paid and no Miner's Right.

THE MINING ACT, 1904

(Regulation 180.)

Warden's Office,
Coolgardie, 27th April, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) T. H. HANNAH,
Acting Warden.

To be heard at the Warden's Court, Coolgardie, on Wednesday, the 5th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

COOLGARDIE GOLDFIELD.

Residence Areas.

- 506—Martin, Derek Harold; Spargoville; no Miner's Right in force.

509—Gibb, Stanley Raey; Spargoville; no Miner's Right in force.

511—Gray, Robert; Spargoville; no Miner's Right in force.

512—Murray, John Francis; Spargoville; no Miner's Right in force.

Business Areas.

457—The West Australian Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.

505—Davey, Ellen; *c/o* G. Lister, St. Ives; non-payment of rent.

508—O'Callaghan, Patrick Anthony; Widgiemooltha; non-payment of rent.

Machinery Areas.

85—Widgiemooltha Public Battery, No Liability; Widgiemooltha; non-payment of rent.

96—Parry, Noel Clinton; Coolgardie; non-payment of rent.

97—Kingswood, Richard; Widgiemooltha; non-payment of rent.

Tailings Area.

87—Birmingham, James; Birmingham, John Patrick; Higginsville; non-payment of rent.

Garden Area.

84—Hewitt, Holdsworth Joel; Coolgardie; non-payment of rent.

Water Rights.

220—Seahill, Ernest; Coolgardie; non-payment of rent.

502—Seahill, Ernest; Coolgardie; non-payment of rent.

550—Seahill, Ernest; Coolgardie; non-payment of rent.

559—Widgiemooltha Public Battery, No Liability; Widgiemooltha; non-payment of rent.

562—Birmingham, James; Birmingham, John Patrick; Higginsville; non-payment of rent.

568—Colledge, Alexander; Coolgardie; non-payment of rent.

Kunanalling District.

Business Area.

1188—Crawford, Robert; Carbine; non-payment of rent.

Water Rights.

568—Crawford, Robert; Carbine; non-payment of rent.

598—West Australian Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.

608—West Australian Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.

658—Crawford, Robert; Crawford, James Miller; Pimley, Elizabeth Mary; Carbine; non-payment of rent.

678—Crawford, Robert; Crawford, James Miller; Pimley, Elizabeth Mary; Carbine; non-payment of rent.

748—Hill, Alfred John; Kunanalling; non-payment of rent.

818—Maxwell, James; Kiutore; non-payment of rent.

and determine the same, in accordance with the evidence then submitted.

(Sgd.) T. H. HANNAH,
Acting Warden.

To be heard at the Warden's Court, Leonora, on Friday, the 28th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

MT. MARGARET GOLDFIELD.

Mt. Malcolm District.

Business Areas.

164C—Roe, Albert Alfred; Foulkes-Taylor, Charles L.; Leonora; non-payment of rent.

257C—Hawker, Chomlay & Co.; Sturt Meadows Station, Leonora; non-payment of rent.

259C—Mackey, Denis; Wilson's Patch; non-payment of rent.

Garden Areas.

21C—Bignell, David; Leonora; non-payment of rent.

22C—Bordoui, Vittorio; Gwalia; non-payment of rent.

25C—Miller, Louis Bertha; Leonora; non-payment of rent.

40C—Mudgedeen, Clara, *c/o* Raz Mahomet; Leonora; non-payment of rent.

49C—Poletti, Guiseppina; Leonora; non-payment of rent.

61C—Newbon, Arthur; Leonora; non-payment of rent.

62C—Kidd, Thomas; Leonora; non-payment of rent.

64C—Smith, Bernard Desmond; Leonora; non-payment of rent.

68C—Thomas, Stanley; Leonora; non-payment of rent.

69C—Sutherland, James; Leonora; non-payment of rent.

70C—Stokes, Ethel Cecelia; Leonora; non-payment of rent.

71C—Bonney, Harry William; Leonora; non-payment of rent.

72C—Hobart, Jessie; 7 Victoria street, Kalgoorlie; non-payment of rent.

Machinery Area.

11C—Park, David; Mt. Clifford; non-payment of rent.

Tailings Area.

14C—Park, David; Hunt, Eric Ray; Mt. Clifford; non-payment of rent.

Water Rights.

18C—Bignell, David; Leonora; non-payment of rent.

190C—Stock, David William; Malcolm; non-payment of rent.

202C—Tarmoola Pastoral Co., *c/o* Elder Smith & Co.; Perth; non-payment of rent.

203C—Tarmoola Pastoral Co., *c/o* Elder Smith & Co.; Perth; non-payment of rent.

205C—Robertson, George Norman; Melrose Station via Leonora; non-payment of rent.

208C—Willis, Frederick William; Leonora; non-payment of rent.

211C—Hadfield, Herbert Thomas; Leonora; non-payment of rent.

213C—Wilson, David Alexander; Leonora; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Leonora, 2nd May, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Mount Magnet, 2nd May, 1940.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned mining tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed

to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) W. O. MANSBRIDGE,
Warden.

To be heard at the Warden's Court, Mount Magnet, on Tuesday, the 18th day of June, 1940.

Nature of Holding, No. of Area, Name of Registered Holder, Address, Reason for Resumption.

MURCHISON GOLDFIELD.

Mount Magnet District.

Garden Areas.

- 31M—Grose, Jessie; Mt. Magnet; non-payment of rent.
32M—Ahearn, James Roy; Mt. Magnet; non-payment of rent.
33M—Temme, Edward Albert; Mt. Magnet; non-payment of rent.
34M—Miller, William George; Mt. Magnet; non-payment of rent.
35M—Masou, William Henry; Mt. Magnet; non-payment of rent.
38M—Massam, John; Mt. Magnet; non-payment of rent.
39M—Passmore, Mervyn; Mt. Magnet; non-payment of rent.
40M—Gardner, Leslie Russell; Mt. Magnet; non-payment of rent.

Machinery Areas.

- 10M—Males, Lindsay John; Mt. Magnet; non-payment of rent.
13M—Haworth, Thomas Lear; Evans, Edward William Samuel; Seaman, Reginald John; Mt. Magnet; non-payment of rent.

YALGOO GOLDFIELD.

Machinery Area.

- 23—Arkle, James Vere; 688 Beaufort street, Mt. Lawley; non-payment of rent.

Tailings Areas.

- 13—Arkle, James Vere; 688 Beaufort street, Mt. Lawley; non-payment of rent.
15—Nevill, Phillip William; Yalgoo; non-payment of rent.

Garden Area.

- 14—Dowd, Timothy; Payne's Find; non-payment of rent.

Business Areas.

- 61—Seaman, Thomas; Wurarga; non-payment of rent.
66—Seaman, Thomas; Wurarga; non-payment of rent.
174—Green, William John; Payne's Find; non-payment of rent.
179—Green, William John; Payne's Find; non-payment of rent.
180—Green, William John; Payne's Find; non-payment of rent.

EAST MURCHISON GOLDFIELD.

Black Range District.

Garden Area.

- 28B Green, Matilda; Sandstone; non-payment of rent.

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

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

REPORT of the Commissioner of Railways for Quarter ended March, 1940, as required under the Government Railways Act, 1904 (section 54); the Government Tramways Act, 1912 (section 18); the Government Electric Works Act, 1914 (section 18); the Government Ferries Act, 1932 (section 17):—

	Railways.	Tramways.	Ferries.	Electricity Supply.
	£	£	£	£
Gross Receipts	868,800	75,750	2,190	105,813
Expenditure	688,698	67,496	2,002	76,802
	£180,102	£8,254	£188	£29,011
Capital Cost	£26,558,893	£1,105,235	£4,719	£1,885,657

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

30th April, 1940.

GOVERNMENT RAILWAYS ACT, 1904-1939.

Western Australian Government Railways,
Commissioner's Office,
Perth, 2nd May, 1940.

C.L.D. 793/39.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to section 23 of the Government Railways Act, 1904-1939, has been pleased to approve of the amendment of by-law Number 61 as made under and for the purposes of the said Act and published in the *Government Gazette* on the 11th day of April, 1930, in the manner set forth in the Schedule hereunder.

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

Schedule.

The said by-law is amended:—

(a) by deleting from paragraph (1) subparagraph (c) thereof and inserting a new subparagraph as follows:—

(c) Each Member of Parliament shall, on application to the Commissioner, be entitled to free passes over the Government Railways for—

- (i) his wife when visiting his electorate at any time;
(ii) his wife and family under 16 years of age twice in each year, exclusive of any issues under subparagraph (i) hereof: Provided that, for the purposes of this by-law, the Legislative Assembly year shall be deemed to commence on the first day of April in each year and the Legislative Council year to commence on the first day of May in each year.

(b) by adding to paragraph (3) after subparagraph (f) thereof a new subparagraph, to stand as subparagraph (g), as follows:—

(g) Persons who have served fifteen years or more in the aggregate in the Western Australian Legislature (over Government Railways of Western Australia only).

(c) by deleting paragraph (5) and substituting in lieu thereof a new paragraph as follows:—

(5) In the event of a parliamentary or life pass being lost or mislaid, the holder must at once give notice of such loss to the Commissioner and, on demand, defray the cost of a duplicate pass. A refund of the amount so paid will be granted, if the original pass is recovered and the duplicate pass returned to the Commissioner.

LOST CASH ORDER.

Agricultural Bank,
Perth, 8th May, 1940.

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

C.O. No. 10353; value £7 19s. 5d.; A. G. Jensen; 9/10/39; Lake Grace.

C. ABEY,
General Manager.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 1 of 1939.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers, Applicant, and Millars' Timber & Trading Company, Limited; Bunning Bros., Ltd., and others, Respondents.

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

MEMORANDUM OF AGREEMENT.

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

1.—Area.

This Agreement shall apply to workers employed in the Saw Milling Industry carried on in the South-West Land Division, except such portion of the said Division as is occupied within a radius of twenty-five (25) miles of the G.P.O., Perth.

2.—Term.

The term of this Agreement shall be six (6) months from the date hereof.

3.—Hours.

(a) Forty-four (44) hours shall constitute a week's work, to be worked in five and one half days.

(b) The ordinary hours of work shall not (without payment of overtime) exceed eight (8) hours, Monday to Friday, inclusive, and four (4) hours on Saturday.

(c) Lunch interval shall not exceed one (1) hour.

(d) Work shall finish not later than at noon on Saturdays.

4.—Overtime.

(a) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four hours and double time thereafter.

(b) For all time of duty on Sunday, Christmas Day, Good Friday and Labour Day the worker shall be paid at double rates, except in the case of workers effecting repairs to or renewals to plant and/or machinery necessary to enable work to be safely resumed on Monday or the earliest working day, in which case payment shall be made at the rate of time and a half. This exception shall not apply to the installing of new machinery.

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

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

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

5.—Holidays.

(a) All workers, after twelve (12) months' continuous service, shall be entitled to a fortnight's holiday per annum on full pay as prescribed herein. Such holidays may be taken all at one time, or partly at Christmas time and partly at Easter time, as may be mutually arranged between the Union or the local branch of the Union and the employer: Provided that, where any day has been kept as a holiday outside the said holidays during the year and paid for, such day shall be deducted from the days herein specified as holidays, or, if included, shall not be paid for.

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

(c) A worker who is dismissed for misconduct, or who illegally severs his contract of service, shall lose all rights under the holiday clause.

6.—Weekly Hiring.

(a) Except as to casual workers, the employment is terminable on either side by one week's notice given on any day, or, if the employer terminate it, by payment of one week's pay; but for the first two weeks of employment the hiring shall be from day to day, and during this period a day's notice or a day's pay shall be sufficient.

(b) If a weekly worker absents himself from duty without reasonable cause a sum proportionate to his time of absence may be deducted from his pay, that is to say, one-sixth of the week's pay for each day of absence, and a proportionate part of one-sixth for a shorter absence.

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

7.—Break Downs, etc.

The employer may deduct payment for any day or portion of a day the worker cannot be usefully employed because of any strike by or participation in any strike by the Union, by any branch of the Union, or by any members or member of the Union employed by the employer, or because of any strike by or participation in any strike by any other Union, branch of any other Union, or members or member of any other Union employed by the employer, or because of any breakdown of machinery, or because of any other stoppage of work for any other cause for which the employer cannot be held responsible: Provided that no deduction shall be made unless such stoppage exceeds two (2) hours.

8.—Absence Through Sickness.

(a) A worker (except a casual worker) shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half day for each completed month of service during any year: 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 amount than that made at the time the sickness occurred. This clause shall not apply where a worker is entitled to compensation under the Workers' Compensation Act. Personal ill-health does not include ill-health which is the result of an accident sustained away from the place of employment or ill-health the result of the worker's own misconduct, but the onus of proof in such cases shall rest upon the employer.

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

(c) The onus of proof of sickness entitling the worker to the leave mentioned in subclause (a) hereof

shall be on the worker, and, if necessary, may require to be supported by a certificate from a qualified medical practitioner.

9.—Wages.

	£	s.	d.
	Per week.		
(a) Basic wage, adult males	4	3	1
(b) Adults:—	Margin per week.		
Leading hand (see definitions)	2	5	0
Patternmaker	1	19	0
Oxy-acetylene operator, electrical welder	1	14	0
Fitter, turner, coppersmith, shaper, universal milling machinist, brass finisher, planer, slotter and borer, milling machinist, radial driller, driller using cutter bar, lapper or grinder, using same precision tools as fitter or turner, electrical furnaceman, blacksmith, and electrical fitter	1	10	0
Motor mechanic	1	7	0
Driller not using cutter bar, screwer, machinist making nuts, bolts and dog spikes	0	16	8
Electrical wireman and linesman and iron furnaceman	1	3	4
Tradesmen's assistants (including boilermaker's, moulder's, fitter's, furnacemen's, or pig iron breaker's, casting dresser's and blacksmith's striker)	0	10	0
(c) One shilling (1s.) per day extra shall be paid to any tradesman (not specifically engaged as a welder) whilst employed to do welding.			
	Per cent of Basic Wage.		
(d) Apprentices—			
1st six months	20		
2nd six months	25		
2nd year	30		
3rd year	45		
4th year	65		
5th year	85		

(e) Dirt money:—Fitters, fitters' assistants, boiler-makers' assistants and apprentices employed on hot or dirty locomotives, steam kickers and all classes of boilers or on stripping locomotives, boilers, steam cranes, steam kickers, steam winches and hauling machinery, or engaged on repairs to machinery in dirty and confined spaces or on repairs to machinery in close proximity to running plant, shall be paid one penny half penny (1½d.) per hour extra.

10.—Travelling Time.

(a) All time reasonably occupied by a worker in travelling to or from work outside the shop or mill stations and outside ordinary hours, shall be treated as time of duty and paid for at ordinary rate up to a maximum of twelve (12) hours for the journey.

(b) All fares and reasonable travelling expenses incurred by a worker in such travelling, together with reasonable cost of board and lodging, if the worker has to be away from his home for a night, shall be paid to the worker.

11.—Casual Worker.

A casual worker shall be paid ten per centum increase on the prescribed rates for the particular class of work he is required to perform: Provided, however, that if a man be dismissed for incompetence or misconduct within the first twelve days of his employment, he shall not be entitled to the ten per cent. increase for casual work.

12.—Under-Rate Workers.

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

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

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

13.—Record Book.

A record or time book shall be kept by each employer, in which record or time book shall be entered the name of each worker, the nature of the work he is doing, the

hours worked each day, and the amount of wages received by him each week; the said record or time book shall be open to the inspection of the accredited representative of the Association at any time during the working hours, and he shall be allowed to take necessary extracts therefrom.

14.—Representative Interviewing Workers.

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

15.—Tools.

The employer shall provide for the worker, excepting patternmaker, all necessary tools, including micrometer (where used), but excluding other measuring or precision tools of less than thirteen inches, but the worker shall replace or pay for any tools so provided, if lost through his negligence. This clause does not apply to pattern-makers, who are to provide their own tools.

Each patternmaker at the end of his employment shall be allowed an hour at ordinary rate for the purpose of grinding his tools.

16.—Mixed Functions.

When an employee performs on any day functions of a mixed character, he shall be paid for that day at the rate appropriate for the functions for which the highest rate is payable.

17.—Extra Rates.

Extra rates in this Agreement prescribed are not cumulative so as to exceed the maximum of double the ordinary rates.

18.—Board of Reference.

(a) The Court hereby appoints, for the purpose of the Agreement, a Board of Reference.

(b) The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties.

(c) In the event of a disagreement between the parties bound by the Agreement in any of the matters hereinafter mentioned, the Board is hereby assigned the following functions:—

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

(d) The provisions of regulation 92 of the Industrial Arbitration Act shall be deemed to apply to any Board of Reference appointed hereunder.

19.—Definitions.

(a) "Casual worker" means a worker employed for less than twelve (12) consecutive days.

(b) "Leading hand" means any tradesman placed in charge of three (3) or more other tradesmen or six other workers, and shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(c) "Blacksmith" means a man working as a blacksmith who is employed making or repairing sawmilling or log-hauling plant, locomotive railway rolling stock, or whins, or is employed in or upon any other engineering work, but shall not mean making or repairing road vehicles, nor farriers, nor bush blacksmiths.

(d) "Striker" or "Blacksmith's striker" means the striker associated with the blacksmith described in the preceding definition.

(e) "Electrical fitter" means a worker employed in making, repairing, altering, assembling, testing, winding or wiring electrical machines, instruments, meters, or other apparatus other than wires leading thereto. The work of an electrical fitter shall not be tested by a worker of a lower grade.

(f) "Electrical linesman" means a worker engaged (with or without labourers assisting) in erecting poles for electric wires or erecting wire or cables on poles or over buildings, or tying it or them to insulators or joining, or insulating it or them, or doing any work on electric poles off the ground, but no linesman shall be allowed to work on live wires without any assistant.

(g) "Electrical wireman" means a worker engaged in installing electric light meters, bells, or telephones, or running or repairing the wires used for power or heating purposes.

20.—Apprentices.

(a) The provisions of the Schedule hereto marked "Apprenticeship Regulations" are hereby embodied in and form part of this Agreement.

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

- (1) Pattern-making.
- (2) Motor mechanics.
- (3) Coppersmithing.
- (4) Blacksmithing.
- (5) Brass-finishing.
- (6) Turning.
- (7) Fitting.
- (8) Electrical fitting.
- (9) Universal milling machining.
- (10) Machining (including milling machining other than universal milling machining).

(c) If there shall be no technical or other approved school situate within a reasonable distance of an employer's establishment, the employer shall provide a course of technical training for apprentices with a correspondence school approved by the Association.

(d) The proportion of apprentices to journeymen shall not exceed the proportion of one apprentice to every three (3) or fraction of three (3) journeymen.

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

Dated at Perth this 22nd day of April, 1940.

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

Filed at my Office this 22nd day of April, 1940.

J. H. BOGUE,
Clerk of the Court of Arbitration.

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 any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these regulations apply, and includes an apprentice on probation.

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

18. If the apprentice shall at any time be wilfully disobedient to the lawful orders of the employer, his managers, foremen or other servants having authority over the apprentice, or be slothful, 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. 28 (b)).

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

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

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

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

Registrar.

Form E.

Final Certificate.

This is to certify that... 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 assignus 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 assignus 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 of19..... Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA. No. 9 of 1939.

Between State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicant, and Cyclone Fence and Gate Company and W.A. Netting and Wire Company, Respondents.

THE Industrial Board for the Gate and Fence Making industry, in pursuance of the powers and duties conferred upon it by section 107 of the Industrial Arbitration Act, 1912-1935, and in pursuance of a remission to it by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

AWARD.

1.—Area.

This Award shall have effect over the area comprised within a radius of 25 miles from the General Post Office, Perth.

2.—Term.

The currency of this Award shall be for three years from the date hereof: provided that at any time after the expiration of 12 calendar months from the date hereof, the Court may alter or amend same, on the application of any party or person affected by its provisions.

3.—Contract of Service.

(a) The contract of service shall be by the day, and shall be terminable by one day's notice on either side, except in the case of a casual worker, when one hour's notice shall suffice.

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

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be 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.

4.—Wages.

(a) The minimum rates payable to workers shall be in accordance with the Wages Schedule hereafter appearing.

(b) "Casual worker" means a worker employed for less than six consecutive working days. He shall be paid at the rate of 10% in addition to the rates prescribed in the Award.

5.—Higher Duties.

A worker engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half of one day or shift he shall be paid the higher rate for the time so worked.

6.—Hours.

(a) Forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work: Provided that, by agreement between the employer and the workers employed in any particular establishment, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours forty-eight (48) minutes.

(c) The ordinary hours of work shall be between 7.30 a.m. and 5.30 p.m., except on Saturday, when work shall finish at noon.

(d) Lunch interval shall not exceed one hour.

7.—Overtime.

(a) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) No worker shall be called upon by the employer to work and no worker shall work outside the ordinary hours of labour prescribed by this Award (or where the worker is engaged on shift work outside the ordinary hours of the shift on which the worker is engaged) for a period or periods in excess of:—

(i) four (4) hours in any twenty-four (24) hours—such twenty-four (24) hours to be computed from midnight of one particular day to midnight on the next following day:

(ii) twelve (12) hours in any period of seven (7) days commencing at midnight on a Sunday and ending at midnight on the next following Sunday:

Provided that:

(I) the periods of four (4) hours and twelve (12) hours specified in paragraphs (i) and (ii) of subclause (b) may in any particular case by agreement between the employer and the Union be extended to eight (8) hours and twenty-four (24) hours respectively; and

(II) notwithstanding the provisions of the preceding paragraph (a) in circumstances of pressing emergency arising out of the breakdown of machinery or plant, the limits stated in paragraphs (i) and (ii) of this subclause may be exceeded but so that no worker shall do more than twenty-four (24) hours overtime in any one week, but where the limits are exceeded under this proviso, the employer shall within twenty-four (24) hours of the completion of the job notify the Union in writing, forwarding particulars of the job, including the date and place of performance, the names of the workers engaged, and the amount of overtime worked by each;

(III) where an employer has given notice of his intention to work shifts under the next clause of this Award and *bona fide* commences to do so, but by reason of breakdown of machinery or some other cause which could not have been reasonably foreseen or prevented there is a break in the sequence of the shifts so that the employer cannot qualify for shift work under that clause, the employer shall be liable to pay overtime rates in respect of the time worked outside the ordinary hours, but shall not be liable to a penalty for a breach of this Award if the hours worked by any worker could have been legitimately worked had the shifts continued without break in sequence for the qualifying period.

(c) Work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, or Boxing Day shall be paid for at double time rate, except in connection with repairs to the employer's

machinery which has broken down and has caused a stoppage of operations, when the rate of time and a half shall be paid for work done on such days.

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

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

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

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

8.—Shift Work.

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

(b) Work other than day shift shall not be recognised as night shift unless five (5) consecutive nights are worked, but shall be deemed to be overtime; on the completion of the fifth consecutive night's work, the worker shall be deemed to have been employed on night shift during that and the preceding four (4) nights, and thereafter during any subsequent consecutive nights he is so employed. The intervention of a Sunday or a holiday on which work is not performed shall not be deemed to break the sequence.

(c) When night shift is to be paid at time and a quarter rate, as prescribed in the preceding subclause, overtime shall be based on the time and a quarter rate and calculated under clause 7 (a).

9.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half ($\frac{1}{2}$) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

10.—Holidays.

(a) Twelve (12) paid holidays as annual leave shall be granted to each worker on completion of each twelve (12) months' continuous service.

Such annual leave shall be granted at the convenience of the employer but shall in any event be taken within six months of becoming due.

(b) On any public holiday an employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, but if work be done ordinary rates shall apply, except as provided in subclause (c) of clause 7.

(c) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled to such holidays on full pay as are propor-

tionate to his length of service during that period with such employer, and if such holidays are not equal to the holidays given to the other workers, he shall not be entitled to work or pay whilst the other workers of such employer are on holidays on full pay.

(d) If a worker works on any of the specially named holidays mentioned in clause 7 (c) he shall have another paid holiday added to his annual holidays for each day so worked.

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

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

11.—Country Work.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second-class, except when travelling by coastal boats, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

12.—Record.

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

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

13.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the Association shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one (1) week.

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under section 167 of the Industrial Arbitration Act, 1912-1935.

14.—No Reduction.

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

15.—Posting of Award.

The employer shall keep a copy of this Award placed in a convenient place in the workshop.

16.—Special Rates and Provisions.

(a) Leading hand:—Any worker placed in charge of three (3) or more other tradesmen or six other workers shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(b) Reasonable washing facilities and lunchrooms shall be provided for the workers.

(c) All tools required shall be supplied by the employer.

17.—Junior Worker's Certificate.

Junior workers, upon being engaged, shall furnish the employer with a certificate showing the following particulars:—Name in full; age and date of birth. This certificate shall be signed by the worker.

No worker shall have any claim on the employer for additional wages, in the event of his age or date of birth being wrongly stated on his certificate.

18.—Board of Reference.

(a) The Court hereby appoints, for the purpose of the Award, a Board of Reference in each branch of the industry.

(b) The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties.

(c) In the event of a disagreement between the parties bound by the Award, in any of the matters hereinafter mentioned, the Board is hereby assigned the following functions:—

(i) classifying and fixing wages, rates, and conditions for any machine, occupation, or calling not specifically mentioned in the Award but so as not to contravene any of the provisions herein;

(ii) adjusting any matter of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;

(iii) deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the Industrial Arbitration Act shall be deemed to apply to any Board of Reference appointed hereunder.

19.—Under-rate Worker.

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

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

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

20.—Wages Schedule.

Basic wage:	Per Week.		
	£	s.	d.
Within a 15-mile radius from the G.P.O., Perth	4	2	2
Outside a 15-mile but within a 25-mile radius from the G.P.O., Perth ..	4	3	1

	Margin Per Week.		
	s.	d.	
1. Adults:			
(a) Metal frame and scroll makers ..	13	6	
(b) Workers erecting hand rails, lawn tennis courts, bannister rails, and structural work of any description	13	6	
(c) Spring coil, ring lock, "K" fence and fabric machinists	14	6	
(d) Machinist's assistants	12	0	
(e) Labourers	Nil		

	% of Basic Wage per Week.
2. Junior Workers:	
14 to 15 years of age	20
15 to 16 years of age	30
16 to 17 years of age	40
17 to 18 years of age	50
18 to 19 years of age	60
19 to 20 years of age	70
20 to 21 years of age	85

(a) Junior workers may be employed in all branches of the industry in the proportion of one junior to each of the first three adult workers employed and thereafter one junior to every three or fraction of three adult workers employed under this Award: Provided always, that the foregoing proportions shall not apply to the employment of junior workers on link-mesh machines, in which case the employment of junior workers shall be unrestricted.

In witness whereof this Award has been signed by the chairman of the Industrial Board this 29th day of March, 1940.

FRANK WALSH,
Chairman.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 9a of 1939.

Between State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicant, and Cyclone Fence and Gate Company and W.A. Netting and Wire Company, Respondents.

THE Industrial Board for the Wire Drawing and Wire Netting Manufacturing industry, in pursuance of the powers and duties conferred upon it by section 107 of the Industrial Arbitration Act, 1912-1935, and in pursuance of a remission to it by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

AWARD.

1.—Area.

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

2.—Term.

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

3.—Contract of Service.

(a) The contract of service shall be by the day, and shall be terminable by one day's notice on either side, except in the case of a casual worker, when one hour's notice shall suffice.

(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 8. or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be 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.

4.—Wages.

(a) The minimum rates payable to workers shall be in accordance with the Wages Schedule hereafter appearing.

(b) "Casual worker" means a worker employed for less than six (6) consecutive working days. He shall be paid at the rate of 10% in addition to the rates prescribed in the Award.

5.—Higher Duties.

A worker engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half of one day or shift he shall be paid the higher rate for the time so worked.

6.—Hours.

Forty-four (44) hours shall constitute a week's work.

One, two, or three shifts may be worked as follows:—

(a) Day Shift:—The ordinary daily hours of work from Monday to Friday inclusive shall be eight (8) hours and on Saturday four (4) hours, which shall be worked between 7.30 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 7.30 a.m. and 12 noon on Saturday. Three-quarters ($\frac{3}{4}$) of an hour shall be allowed for meals. By agreement between the employer and the workers in any particular establishment the week's work may be worked in five (5) days exclusive of Saturday and Sunday.

(b) When two shifts are worked the hours shall be:—Day shift:—As when one shift is worked. Night shift:—The forty-four (44) hours shall be worked in five (5) nights of the week, from Monday to Friday inclusive,

in shifts of eight (8) hours forty-eight (48) minutes each. Twenty (20) minutes for crib shall be allowed in each night shift.

(c) When three shifts are worked, workers shall work 132 hours in three weeks, as under:—

Morning shift:—Forty-four (44) hours per week from 8 a.m. to 4 p.m., Monday to Friday inclusive, and from 8 a.m. to 12 noon on Saturday.

Afternoon shift:—40 hours per week shall be worked, in five shifts of eight hours, from 4 p.m. to 12 midnight, Monday to Friday inclusive.

Night shift:—Forty-eight (48) hours shall be worked, in six (6) shifts of eight hours each, from midnight each night.

Twenty (20) minutes for crib shall be allowed in each shift.

7.—Overtime.

(a) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, or Boxing Day shall be paid for at double time rate, except in connection with repairs to the employer's machinery which has broken down and has caused a stoppage of operations, when the rate of time and a half shall be paid for work done on such days.

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

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

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

(f) When a worker is required for duty during any meal time whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(g) When a worker working overtime finishes work at a time when reasonable means of transport (which term shall include a worker's bicycle) is not available, the employer shall provide him with a conveyance, if the worker resides more than one (1) mile from the factory, or shall pay him his current wage for the time occupied in reaching his home.

8.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half ($\frac{1}{2}$) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time when the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

9.—Holidays.

(a) Twelve (12) paid holidays as annual leave shall be granted to each worker on completion of each twelve (12) months' continuous service.

Such annual leave shall be granted at the convenience of the employer, but shall in any event be taken within six (6) months of becoming due.

(b) On any public holiday an employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, but, if work be done, ordinary rates shall apply, except as provided in subclause (b) of clause 7.

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

(d) If a worker works on any of the specially named holidays mentioned in clause 7 (b), he shall have another paid holiday added to his annual holidays for each day so worked.

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

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

10.—Record.

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

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

11.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the Association shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one (1) week.

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under section 167 of the Industrial Arbitration Act, 1912-1935.

12.—No Reduction.

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

13.—Posting of Award.

The employer shall keep a copy of this Award placed in a convenient place in the workshop.

14.—Special Rates and Provisions.

(a) Leading Hand.—Any worker placed in charge of six (6) or more other workers shall be paid one shilling and eightpence (1s. 8d.) per day above the minimum rate prescribed for his classification whilst so employed.

(b) Reasonable washing facilities shall be provided for the workers.

(c) All tools required, other than oil cans and cutters, shall be provided by the employer.

Workers providing oil cans or cutters shall be paid an allowance of ninepence (9d.) a month for each article so provided.

(d) The undermentioned workers shall be entitled to a clothing allowance, as follows, namely:—

	s. d.
	A week.
(1) Workers in cleaning house	2 0
(2) Wire galvaniser	0 9

14.—Special Rates and Provisions—*continued.*

	s. d.
	a week.
(3) Head hand and taker off	0 9
(4) Netting galvaniser	0 9
(5) Netting galvaniser's first and second assistants	1 9

15.—No Victimisation.

No employer shall dismiss any worker from his employment, or injure him in his employment, by reason of the fact that the worker is an officer or member of the applicant Union or Association, or is entitled to the benefit of this Award. Provided that, in any application for enforcement of this Award, it shall lie upon the employer to show that any worker proved to have been dismissed or injured in his employment was dismissed or so injured for some reason other than that mentioned in this clause.

16.—Junior Worker's Certificate.

Junior workers, upon being engaged, shall furnish the employer with a certificate showing the following particulars—Name in full, age and date of birth. This certificate shall be signed by the worker.

No worker shall have any claim on the employer for additional wages, in the event of his age or date of birth being wrongly stated on his certificate.

17.—Board of Reference.

(a) The Court hereby appoints, for the purpose of the Award, a Board of Reference in each branch of the industry.

(b) The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties.

(c) In the event of a disagreement between the parties bound by the Award, in any of the matters hereinafter mentioned, the Board is hereby assigned the following functions:—

(i) Classifying and fixing wages, rates and conditions for any machine, occupation, or calling not specifically mentioned in the Award, and fixing piecework rates, but so as not to contravene any of the provisions herein;

(ii) adjusting any matter of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;

(iii) deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the Industrial Arbitration Act shall be deemed to apply to any Board of Reference appointed hereunder.

18.—Under-rate Workers.

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

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

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

19.—Piecework.

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

(b) The rate of payment shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity for a full week's work of the hours prescribed by this Award, at least ten per cent. (10%) above the minimum rate of pay as prescribed in clause 20 herein for such week's work, plus allowance for holidays, where same are commuted to a weekly payment, and such allowances, if any, pursuant to clause 14.

Any contract for piecework shall contain in express terms a statement that allowance for holidays, or any allowances under clause 14 of this Award are or are not included in the price to be paid for the work.

(c) In the event of any dispute regarding piecework rates occurring and remaining unsettled between the employer and the workers, the employer or the Union may refer such dispute to the Board of Reference.

20.—Wages.

	Per Week.
	£ s. d.
Basic wage:	
Within a 15-mile radius of the G.P.O., Perth	4 2 2
Outside a 15-mile radius but within a 25-mile radius of the G.P.O., Perth	4 3 1
	Margin
	per Week.
	£ s. d.
Adults:	
Wire Drawing and Wire Netting:—	
(1) Galvaniser (including wire netting galvaniser)	1 0 0
(2) Head hand and taker off	0 7 6
(3) Netting galvaniser's assistant No. 1	0 7 6
(4) Netting galvaniser's assistant No. 2	Nil.
(5) Loom weavers	0 12 0
(6) Die setters	0 8 0
(7) Labourer	Nil.
Cleaning House:—	
(8) Cleaner	0 7 6
(9) Cleaner's assistant	Nil.
Annealing:—	
(10) Annealer	0 10 0
(11) Annealer's assistant	Nil.
Wire Drawing:—	
(12) Rippers	0 7 6
(13) Intermediate block stripper	0 2 6
General Hands:—	
(14) Weighman	0 2 6
(15) Tiers up and bundlers	Nil.
Barbed Wire Manufacture:—	
(16) Barbed wire maker	0 10 6

Junior Workers:

	% of Basic Wage.
Under 16 years of age	25
16 to 17 years of age	35
17 to 18 years of age	45
18 to 19 years of age	55
19 to 20 years of age	65
20 to 21 years of age	85

There shall be no limitation on the employment of junior workers, except as follows:—

- (a) No junior worker under the age of 18 years shall be employed in the Galvanising Department, the Cleaning House, or on the Ripping Machine.
- (b) No junior worker shall be permitted to lift a weight in any circumstances that would impose undue strain upon such junior worker.

In the event of any dispute as to whether the lifting of any weight in any circumstances does in fact impose undue strain on a junior worker, the matter may be referred to the Board of Reference, in accordance with clause 17. The Board may prohibit any junior worker from lifting any weight in any circumstances in which the Board is of opinion that the junior worker cannot lift such weight without undue strain.

In witness whereof this Award has been signed by the chairman of the Industrial Board this 29th day of March, 1940.

FRANK WALSH,
Chairman.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 16 of 1939.

Between Electrical Trades Union of Workers of Australia (Western Australian Goldfields Subbranch), Kalgoorlie, Applicant, and Nicholsons, Ltd.; Musgroves, Ltd.; and H. Hicks & Co., Respondents.

The 28th day of March, 1940.

WHEREAS an industrial dispute existed between the abovenamed parties: And whereas the said dispute was referred into Court for the purpose of hearing and determination: And whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference: And whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to declare the said agreement an Award: Now, therefore, the Court, pursuant to section 63 of the Act and all other powers

therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

MEMORANDUM OF AGREEMENT.

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

1.—Area.

This Award shall operate over the area comprised within a ten (10)-mile radius of the Post Office, Kalgoorlie.

2.—Term.

The term of this Award shall be twelve (12) months from the date hereof.

3.—Definitions.

(a) "Serviceman" shall mean a worker employed in making, repairing, altering, assembling, testing, aligning, fault locating, winding and wiring radio machines, instruments, or other apparatus, including public address systems.

(b) "Bench assembler" (i.e., wireman, installer, coil winder, assembler, cabinet fitter) shall mean a worker engaged in assembling and putting together the parts of a radio as received from the maker, and the wiring and hooking up of such parts in a radio set, the winding of coils used in radio sets, the installation of such sets and the fitting up of radio sets in cabinets. Any work in the nature of altering, testing or adjusting such parts shall be the work of a serviceman.

(c) (i) "Casual worker" shall mean a worker employed for less than six (6) consecutive working days and who may be put off or leave the employer's service without notice.

(ii) A casual worker shall be paid ten per cent (10%) in addition to the rates prescribed in clause 24.

(iii) A casual worker shall not be employed or be paid for less than two (2) hours in any one day.

4.—Hours.

(a) Forty-four (44) hours shall constitute a week's work for all workers.

(b) Except as provided in subclause (f) of this clause, each day's work for all workers shall not exceed eight (8) hours on five days in the week, excluding Sunday, and four (4) hours on the day upon which the weekly half-holiday is observed; all to be worked in one continuous shift (exclusive of meal hour breaks).

(c) Meal hour breaks shall not exceed one (1) hour each.

(d) Except as provided in subclause (f) of this clause, the ordinary hours of work shall be performed between 8 a.m. and 6 p.m. on five (5) days in the week, excluding Sunday, and between 8 a.m. and 1 p.m. on the day upon which the weekly half-holiday is observed.

(e) Any worker engaged on mixed functions such as service work and sales work shall not be covered by this Award, unless such worker performs at least twenty-five (25) hours on service work in any week.

(f) In any week in which a worker who is engaged on sales work and service work performs the work of a serviceman for twenty-five (25) hours or more, such worker shall be deemed to be covered by this Award, in which case the hours of work of such worker, working in the country away from the employer's principal establishment or place of business shall be between 8 a.m. and 9 p.m. on five days of the week, excluding Sunday, and between 8 a.m. and 1 p.m. on the day upon which the weekly half-holiday is observed, and it shall not be necessary for such work to be performed in a continuous shift.

5.—Overtime.

(a) For all work done beyond the hours of duty prescribed in clause (4) payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) In the event of a worker being requested to hold himself in readiness for a call to work after ordinary hours, he shall be paid at ordinary rates for the time he so holds himself in readiness.

(c) All work performed beyond one quarter of an hour in any meal time shall be paid for at the rate of double time.

(d) No worker shall be compelled to work for more than five (5) hours without a break for a meal.

(e) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than two (2) hours, he shall be provided with any meal required, or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

(f) Double time shall be paid for work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day.

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

6.—Holidays.

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

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

(c) No worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) of this clause. On any other public holiday an employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, and the wage for that day may be deducted. If kept open or work be done, ordinary rates shall apply.

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

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

7.—Contract of Service.

(a) The contract of service shall be by the day, and shall be terminable by one day'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 the next following clause, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

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

8.—Payment for Sickness.

(a) A worker (other than a casual 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.

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

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

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

(c) In the event of a national insurance scheme coming into operation, liberty to apply for a review of the provisions of this clause is reserved to any employer bound by this Award.

9.—Payment of Wages.

(a) Wages shall be paid weekly or fortnightly.

(b) Any worker leaving or being discharged from the service of the employer shall be paid the full amount of wages and/or holiday pay due to him within one (1) hour of ceasing work, or within one (1) hour of the opening of the office, if such office was closed at the time of ceasing work, whenever this is practicable.

10.—Country Work.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second-class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four hour period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

Notwithstanding anything contained in this clause, the employer and the worker may enter into such other arrangements as may be mutually satisfactory as regards country work performed outside a radius of ten (10) miles from the P.O., Kalgoorlie.

11.—Time and Wages Record.

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

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

12.—General Serviceman Using his Own Vehicle.

The employer and the worker may enter into such arrangements as are mutually satisfactory. Failing satisfactory arrangements being made, the matter shall be referred to the Board of Reference for settlement.

13.—Representative Interviewing Workers.

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

14.—Higher Duties.

A worker engaged for more than half (1/2) of one (1) day on duties carrying a higher rate than his ordinary classification shall be paid a higher rate for such day. If employed for less than half (1/2) of one (1) day he shall be paid the higher rate for the time so worked.

15.—No Reduction.

Nothing in this Award shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

16.—Testing Equipment.

The employer shall supply all necessary testing equipment and parts for the repair of same. No worker shall be called upon to provide any testing equipment.

17.—Board of Reference.

The Court may appoint for the purpose of the Award a Board or Boards of Reference. Each Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—

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

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

18.—Under-rate Workers.

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

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

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

19.—Special Provisions.

(a) Suitable rubber mats or other protective and highly insulated material to stand on shall be provided by the employer for the use of workers engaged upon work in the workshop on apparatus supplied with a voltage exceeding one hundred and ten (110) volts.

(b) Leading hand:—Any worker placed in charge of three (3) or more other servicemen or six (6) other workers shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate prescribed in clause 24—Wages.

20.—Apprentices.

(a) The employment of apprentices shall be governed by Schedule I annexed hereto, which shall be deemed to be embodied in and form part of this Award.

(b) Apprentices may be taken to servicemen in the proportion of one (1) apprentice to every three (3) or fraction of three (3) servicemen employed.

(c) The period of apprenticeship shall be five (5) years.

21.—Male Junior Workers.

(a) Junior workers may be employed as bench assemblers in establishments manufacturing or constructing radio sets in the proportion of two (2) junior workers to each bench assembler in receipt of the full adult rate of wage.

(b) No junior worker shall be permitted to do the work of a serviceman.

(c) For the purpose of subclause (a) of this clause, one (1) serviceman may also be classed as a bench assembler.

22.—Junior Worker's Certificate.

Junior workers, upon being engaged shall, if required, furnish the employer with a certificate containing the following particulars:—(1) Name in full; (2) age and date of birth; (3) name of each previous employer and length of service with such employer; (4) class of work performed for each previous employer.

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

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

23.—Cadets.

Notwithstanding anything herein contained or implied, a bona fide employer shall be permitted to appoint one son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one such cadet at any particular time shall be permitted any employer.

24.—Wages.

		Per Week.
(a) Basic wage:		£ s. d.
Within a ten (10)-mile radius from the		
Post Office, Kalgoorlie		4 16 4
		Margin
		per Week.
(b) Adult males:		£ s. d.
General serviceman		1 10 0
Workshop serviceman		1 10 0
Bench assembler		0 10 0
(c) Apprentices:		% of Male Basic
		Wage per Week.
1st 6 months		20
2nd 6 months		25
Second year		30
Third year		45
Fourth year		65
Fifth year		85
		% of Male Basic Wage per
		Week—Commencing age—
(d) Male junior		
workers:	yrs. yrs. yrs. yrs. yrs. yrs. yrs.	
1st 6 month	14 15 16 17 18 19 20	
2nd 6 months	20 25 35 45 55 65 70	
Second year	25 35 45 55 65 70 85	
Third year	35 45 55 65 70 85	
Fourth year	45 55 65 70 85	
Fifth year	55 65 70 85	
Sixth year	65 70 85	
Seventh year	70 85	

And thereafter the minimum rates laid down for bench assemblers.

25.—Special Provisions.

(a) If by reason of the calling up for Air Force, Naval or Military services of any adult radio worker now employed under the terms of this Award, competent labour to replace such workers who are called up for service is not available, liberty is reserved to any employer or employers bound by this Award to apply to the Court at any time for a suspension of the operation of clauses (20)—Apprentices, and/or (21)—Male Junior Workers.

(b) In the event of the State or Commonwealth Governments enacting emergency legislation which would embarrass the radio industry in this State, liberty is reserved to any employer or employers bound by this Award to apply to the Court at any time for a suspension of the operation of all or any of the clauses in this Award.

I certify, pursuant to section 63 of the Industrial Arbitration Act, 1912-1935, that the foregoing is a copy

of the agreement arrived at between the parties mentioned above.

Dated at Perth this 28th day of March, 1940.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 28th day of March, 1940.

[L.S.] J. H. BOGUE,
Clerk of the Court of Arbitration.

SCHEDULE OF RESPONDENTS.

Nicholsons, Ltd. Hannan street, Kalgoorlie.
Musgroves, Ltd. Hannan street, Kalgoorlie.
H. Hicks & Co. Hannan street, Kalgoorlie.

Electrical Trades Union of Workers of Australia
(Western Australian Goldfields Subbranch), Kalgoorlie.

per M. B. d'ALMEIDA,
Secretary.

GEO. F. GILL,
Agent for:— Nicholsons, Ltd.
Musgroves, Ltd.

SCHEDULE I.

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 coun-

petent 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 remunera-

tion 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. 28 (b).)

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

(Signature of Principal)

Form D.

Certificate of Proficiency.

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

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

THE COMPANIES ACT, 1893.

Paringa Mining and Exploration Company, Limited.
NOTICE is hereby given that the office or place of business in Western Australia of Paringa Mining and Exploration Company, Limited, is now situated at Gold Mining Lease No. 5782E, Finiston, and that Thomas William Warren Greenhill and Jack Douglas Beale are the Attorneys of the Company in Western Australia.

Dated the 16th day of April, 1940.

W. E. B. SOLOMON,
Solicitor for the Company,
70 St. George's terrace, Perth.

THE COMPANIES ACT, 1893.

Industrial Acceptance Corporation, Limited.
NOTICE is hereby given that the office of the above-named Company in Western Australia is situate at Pastoral House, St. George's terrace, Perth, and that Colin McBeth Bryan, of Pastoral House, St. George's terrace, Perth aforesaid, is the duly appointed Attorney of the said Company in the said State.

Dated the 18th day of April, 1940.

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

THE COMPANIES ACT, 1893.

Copeland Mines, No Liability.
NOTICE is hereby given that Percy Royston Middleton, of Norseman, Mine Manager, has been duly appointed the Attorney in Western Australia of the abovenamed Company, and notice is also given that the Registered Office of the said Company in Western Australia is situate at Balladonia road, Norseman.

Dated this 26th day of April, 1940,

OLNEY & NEVILLE,
Solicitors, Perth, Agents for M. H. Killeen,
Solicitor, Norseman, Solicitor for the
Company.

THE COMPANIES ACT, 1893.

The Collie Power Company, Limited.
NOTICE is hereby given that the situation of the Registered Office of the abovenamed Company will be changed as from the 10th day of May, 1940, to Warwick House, 63 St. George's terrace, Perth.

Dated the 8th day of May, 1940.

H. COOK,
Secretary.

THE COMPANIES ACT, 1893.

Amalgamated Collieries of W.A., Limited.
NOTICE is hereby given that the situation of the Registered Office of the abovenamed Company will be changed as from the 10th day of May, 1940, to Warwick House, 63 St. George's terrace, Perth.

Dated the 8th day of May, 1940.

H. COOK,
Secretary.

THE COMPANIES ACT, 1893.

Worsley Timber Co., Limited.
NOTICE is hereby given that the situation of the Registered Office of the abovenamed Company will be changed as from the 10th day of May, 1940, to Warwick House, 63 St. George's terrace, Perth.

Dated the 8th day of May, 1940.

F. GROVE,
Secretary.

THE COMPANIES ACT, 1893.

Johuson & Lynn, Limited.
NOTICE is hereby given that the situation of the Registered Office of the abovenamed Company will be changed as from the 10th day of May, 1940, to Warwick House, 63 St. George's terrace, Perth.

Dated the 8th day of May, 1940.

F. GROVE,
Secretary.

THE COMPANIES ACT, 1893.

Ashton Hunter, Limited.

NOTICE is hereby given that the situation of the Registered Office of the abovenamed Company will be changed as from the 10th day of May, 1940, to Warwick House, 63 St. George's terrace, Perth.

Dated the 8th day of May, 1940.

D. K. LILLEYMAN,
Secretary.

Western Australia.

THE COMPANIES ACT, 1893.

Fred Emery, Limited.

Notice of Change of Registered Office.

NOTICE is hereby given that the Registered Office of the abovenamed Company is now situate at 264 Charles street, North Perth, and that the days and hours during which such office will be accessible to the public for the transaction of business in each week are:—Mondays to Fridays, both inclusive (except on public holidays), from 9 a.m. to 1 p.m. and from 2 p.m. to 5 p.m.; Saturdays—from 9 a.m. to 12 noon.

Dated the 9th day of May, 1940.

D. EMERY,
Secretary.

IN THE MATTER OF THE COMPANIES ACT, 1893,
and in the matter of Samson Yeast, Limited (in liquidation).

Notice of Liquidation.

NOTICE is hereby given that, at an extraordinary general meeting of Samson Yeast, Limited, held at C.T.A. Buildings, 69 St. George's terrace, Perth, on Friday, the 3rd May, 1940, the following special resolution was passed:—That Samson Yeast, Limited, be voluntarily wound-up, in the terms of the Companies Act, 1893.

A further resolution was passed appointing Mr. Frederick Keith Warner, Public Accountant, of C.T.A. Buildings, 69 St. George's terrace, Perth, Liquidator of the Company.

Dated at Perth the 3rd day of May, 1940.

O. OLSEN,
Chairman of the Meeting.

Warner & Redmond, Public Accountants, C.T.A. Buildings, 69 St. George's terrace, Perth.

PORPHYRY (1939) GOLD MINE, NO LIABILITY.

Notice of Call.

Registered Office,
105 Maritana street,
Kalgoorlie, 7th May, 1940.

NOTICE is hereby given that the Directors have made a Call (the Second) of five shillings (5s.) per Share on all Contributing Shares in the capital of the Company, making same paid up to fifteen shillings (15s.) per Share, and that such Call is payable at the Registered Office of the Company, 105 Maritana street, Kalgoorlie, on or before the 30th day of May, 1940.

By order of the Board,

W. T. WALKER,
Secretary.

IN THE MATTER OF THE COMPANIES ACT,
1893-1938.

NOTICE is hereby given that, under the provisions of section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to General Service Gas Producer Company, Limited.

Dated this 3rd day of May, 1940.

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

IN THE MATTER OF THE COMPANIES ACT,
1893-1938.

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

Dated this 30th day of April, 1940.

T. F. DAVIES,
Registrar of Companies.

Supreme Court Office, Perth, W.A.

I. DOUGLAS ROY MacGREGOR, of 36 Campbell street, Kalgoorlie, in the State of Western Australia, Inspector, a person hereunto authorised by the "Returned Soldiers' Golf Club," do hereby give notice that I am desirous that such Club should be incorporated under the provisions of the Associations Incorporation Act, 1895.

D. R. MacGREGOR,
President.

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

In the matter of the Associations Incorporation Act, 1895.

Memorial of "Returned Soldiers' Golf Club," filed in pursuance of the Associations Incorporation Act, 1895:—

1. Name of the Institution—Returned Soldiers' Golf Club.

2. Object or Purpose of the Institution—(a) To acquire and maintain a Golf Links and Club House and all structures and things appertaining to a Golf Links; (b) to purchase, take on lease, hire or otherwise acquire, for the purposes of the Club, any real and personal property, and any rights and privileges in connection therewith; (c) to foster and encourage the game of golf and conduct meetings and competitions; (d) to apply for and obtain a license for the Club premises and to supply refreshment and accommodation and entertainment for members.

3. Where Situated or Established—Kalgoorlie.

4. The Name or Names of the Trustee or Trustees—Buttle, Clement Francis, 53 Lyall street, Kalgoorlie, Inspector of Machinery; DePassey, Roy, 13 Boulder road, Kalgoorlie, Assayer; Pope, Garnet Francis, 282 Hannan street, Kalgoorlie, Motor Trimmer.

5. In whom the Management of the Institution is Vested and by what means (whether by deed, settlement, or otherwise)—In the Committee by means of the Rules of the said Club.

E. M. Heenan & Co., Solicitors, Palace Chambers,
Kalgoorlie.

NOTICE OF DISSOLUTION.

re Randell and Long.

NOTICE is hereby given that the Partnership heretofore subsisting between Edwin James Flood Randell and Horace Edward Long, carrying on business as Piano, Radio, and Music Warehousemen at 58 Adelaide street, Fremantle, under the style or firm-name of "Randell and Long," has been dissolved as from the 30th day of April, 1940. All accounts owing by the late Partnership will be paid by the said Horace Edward Long, who will be carrying on the business for his own benefit under the same style or firm-name, and who is entitled to collect all the debts owing or accruing to the late Partnership, and is also entitled to all its assets.

Dated the 30th day of April, 1940.

E. J. F. RANDELL,

H. E. LONG,

F. W. Dorney, Solicitor, Trinity House, 70 St. George's terrace, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Joseph Phillips, late of Minnivale, in the State of Western Australia, Farmer, deceased (intestate.)

NOTICE is hereby given that all persons having claims or demands against the Estate of Joseph Phillips, late of Minnivale, 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 10th day of June, 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 30th day of April, 1940.

CONNOR & MAYBERRY,
Solicitors for the Administrator,
110 Fitzgerald street, Northam.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Tryphenia Whally (sometimes called Tryhena Whally, usually known as Vivian Tryphenia Whally), late of No. 16 Douro road, South Fremantle, in the State of Western Australia, Spinster, deceased.

ALL persons having any claims or demands against the Estate of Tryphenia Whally (sometimes called Tryhena Whally, usually known as Vivian Tryphenia Whally), late of No. 16 Douro road, South Fremantle, in the State of Western Australia, Spinster, deceased, are hereby required to send particulars of same in writing to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 10th day of June, 1940, at the expiration of which time the said Executor will distribute the assets of the said deceased among the persons entitled thereto, without reference to any claims or demands of which it shall not then have had notice.

Dated the 3rd day of May, 1940.

DWYER & THOMAS,
National House, William street, Perth, Solicitors for the Executor, The West Australian Trustee, Executor, and Agency Company, Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edward Alexander Weston, late of 148 Subiaco road, Subiaco, in the State of Western Australia, Veterinary Surgeon, deceased.

ALL claims or demands against the Estate of the abovenamed Edward Alexander Weston, deceased, must be sent in writing to The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of corner of Howard street and St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 10th day of June, 1940, after which date the Executor will distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands so sent in.

Dated the 7th day of May, 1940.

DARBYSHIRE & GILLETT,
Commercial Bank Chambers, 42 St. George's terrace, Perth, Solicitors for The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, the Executor of the Will of the said deceased.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Christina McLaren Hodges, late of 40 St. Kilda road, Belmont, in the State of Western Australia, Widow, deceased (intestate).

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 Administrator, The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 91 St. George's terrace, Perth, on or before the 10th day of June, 1940, after which day the said Administrator 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 Administrator shall then have had notice.

Dated the 3rd day of May, 1940.

FRANK E. SPENCER,
of First Floor, Airways House, St. George's terrace, Perth, Solicitor for the Administrator.

NOTICE TO CREDITORS AND CLAIMANTS.

IN THE SUPREME COURT OF WESTERN AUSTRALIA, PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims or demands against the Estates of the undermentioned deceased persons (orders to collect and administer whose Estates were granted to me by the said Court under the Curator of Intestate Estates Act, 1918), are hereby required to send particulars of such claims or demands to me in writing on or before the 31st day of May, 1940, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 9th day of May, 1940.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Donaldson, Robert	20-10-39	3-5-40	formerly of Geraldton but late of Claremont	Labourer
O'Neill, William	19-1-40	"	151 Newcastle street, Perth	No occupation
Rundle, Edward James	15-12-39	"	formerly of Dowerin but late of Nedlands	Miner
Haynes, Albert Alexander	4-2-40	"	147 North Beach road, Mount Hawthorn	Traveller
Doran, James	30-1-40	"	Allanson via Collie	No occupation
Aude, Ellen Margaret	25-1-40	"	formerly of Perth but late of Claremont	Widow
Tighe, Joseph Patrick	20-2-40	"	Celebration	Miner
McDougall, James	2-3-40	"	Bruce Rock	Farm hand
Forster, Arthur Addison Cochrane	16-3-40	"	1 Rokeby road, Subiaco	No occupation
Pigott, Helena	9-1-40	"	formerly of Kalgoorlie but late of Fremantle	Widow
Gee, Richard Hill	10-2-40	"	formerly of Wiluna but late of Nedlands	Clerk

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

	£	s.	d.
Abattoirs Act and Amendment	0	1	0
Administration Act (Consolidated)	0	3	0
Adoption of Children Act	0	2	6
Agricultural Bank Act	0	1	0
Agricultural Seeds Act	0	1	0
Arbitration Act	0	1	0
Associations Incorporation Act	0	0	6
Auctioneers Act	0	1	0
Bills of Sale Act (Consolidated) and Amend- ment	0	1	6
Brands Act	0	1	6
Bread Act (Consolidated) and Amendment	0	1	6
Bush Fires Act	0	1	0
Carriers Act	0	0	6
Child Welfare Act	0	2	0
Companies (Consolidated) Act	0	4	6
Crown Suits Act	0	1	6
Dairy Cattle Improvement Act	0	1	0
Dairy Industry Act	0	2	0
Dairy Products Marketing Regulation Act	0	2	0
Declarations and Attestations Act	0	0	6
Dentists Act and Amendment	0	2	0
Discharged Soldiers' Settlement Act	0	1	6
Dog Act (Consolidated)	0	1	0
Dried Fruits Act	0	1	6
Droving Act	0	1	0
Drugs (Police Offences) Act	0	1	0
Egg Marketing Act	0	1	0
Electoral Act (Consolidated)	0	2	6
Electricity Act	0	1	0
Employers' Liability Act	0	0	6
Employment Brokers Act and Amendment	0	1	0
Evidence Act (Consolidated)	0	2	0
Factories and Shops Act (Consolidated)	0	4	0
Factories and Shops Act Regulations	0	1	0
Factories and Shops Time and Wages Books— Large	0	4	3
Small	0	3	3
Farmers' Debts Adjustment Act (Consoli- dated)	0	1	0
Feeding Stuffs Act	0	0	6
Fertilisers Act	0	1	0
Financial Emergency Act	0	1	6
Financial Emergency Tax Assessment Act	0	2	0
Firearms and Guns Act (Consolidated)	0	1	0
Fire Brigades Act, 1916, and Amendment	0	3	0
Firms Registration Act and Amendment	0	1	0
Fisheries Act (Consolidated)	0	1	0
Forests Act	0	1	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6
Friendly Societies Act and Amendments	0	2	0
Game Act (Consolidated)	0	1	0
Gold Buyers Act	0	1	0
Goldfields Water Supply Act	0	2	6
Gold Mining Profits Tax and Assessment	0	1	0
Government Electric Works Act	0	1	0
Group Settlement Act	0	1	3
Hawkers and Pedlars Act and Amendment	0	1	0
Health Act (Consolidated)	0	5	0
Hire Purchase Agreement Act (Consolidated)	0	0	6
Hospital Fund Act	0	1	0
Hospitals Act	0	1	0
Illicit Sale of Liquor Act	0	0	6
Income Tax Assessment Act	0	4	0
Industrial Arbitration Act (Consolidated)	0	3	6
Industrial Arbitration Regulations	0	2	6
Industries Assistance Act (Consolidated)	0	1	0
Inebriates Act	0	0	6
Infants, Guardianship of, Act	0	1	0
Inspection of Machinery Act with Regulations	0	2	6
Inspection of Scaffolding Act (Consolidated)	0	1	6
Interpretation Act	0	1	3
Irrigation and Rights in Water Act	0	1	6
Justices Act (Consolidated)	0	3	0
Land Act and Regulations	0	4	6
Land Agents Act and Amendment	0	1	0
Land Drainage Act	0	2	0
Legal Practitioners Act (Consolidated)	0	1	0
Legitimation Act	0	1	0
Licensed Surveyors Act	0	1	0
Licensing Act and Amendments	0	4	0
Life Assurance Act (Consolidated)	0	2	0
Limitation Act	0	1	0
Limited Partnerships Act	0	0	6
Lotteries (Control) Act	0	2	0
Lunacy Act (Consolidated)	0	2	0
Main Roads Act	0	1	6
Marine Stores Dealers Act	0	1	0
Marriage Act	0	2	0

Acts of Parliament, etc.—continued.

	£	s.	d.
Married Women's Property Act (Consoli- dated)	0	0	6
Married Women's Protection Act (Consoli- dated)	0	0	6
Masters and Servants Act	0	1	0
Medical Practitioners Act	0	1	6
Metropolitan Milk Act (Consolidated)	0	1	6
Metropolitan Water Supply, Sewerage, and Drainage Act	0	2	0
Mines Regulation Act	0	1	9
Mine Workers' Relief Fund Act and Regula- tions	0	2	6
Mining Act	0	2	0
Mining Development Act	0	1	6
Money Lenders Act (Consolidated)	0	1	0
Municipal Corporations Act (Consolidated)	0	5	0
Native Administration Act	0	1	6
Native Flora Protection Act	0	1	0
Notaries Act	0	0	6
Noxious Weeds Act	0	1	0
Nurses Registration Act	0	2	0
Partnership Act	0	1	0
Pawnbrokers Act (Consolidated)	0	1	0
Pearling Act (Consolidated)	0	2	0
Petroleum Act	0	2	0
Pharmacy and Poisons Act (Consolidated)	0	2	0
Plant Diseases Act	0	2	0
Police Code Compilation	1	10	0
Powers of Attorney Act	0	0	6
Prevention of Cruelty to Animals Act	0	1	0
Prisons Act (Consolidated)	0	1	6
Public Service Act (Consolidated)	0	2	6
Public Works Act and Amendment	0	2	6
Purchasers' Protection Act	0	1	6
Road Districts Act (Consolidated)	0	4	6
Sale of Goods Act	0	1	0
Second-hand Dealers Act	0	0	6
Stamp Act (Consolidated)	0	2	6
State Government Insurance Act	0	0	6
State Manufacturers Description Act	0	0	6
State Trading Concerns Act	0	1	6
State Transport Co-ordination Act	0	1	6
Statistics Act	0	0	6
Superannuation and Family Benefits Act	0	2	6
Supreme Court Act	0	3	6
Supreme Court Rules	1	5	0
Tenants, Purchasers, and Mortgagors' Relief Act	0	2	0
Timber Industry Regulation Act and Regu- lations	0	2	6
Totalisator Act and Amendment	0	2	6
Town Planning and Development Act	0	1	0
Trades Descriptions Act	0	1	0
Trade Unions Act	0	1	6
Traffic Act (Consolidated) and Regulations	0	6	0
Tramways Act, Government	0	0	6
Trespass, Fencing and Impounding Act and Amendment	0	1	6
Truck Act and Amendment	0	1	6
Trustees Act	0	1	6
Unclaimed Moneys Act	0	1	0
Vermin Act (Consolidated)	0	2	6
Veterinary Act	0	1	6
Water Boards Act	0	2	6
Weights and Measures Act and Regulations	0	2	6
Wheat Pool Act	0	1	0
Wheat Products (Prices Fixation) Act	0	1	0
Workers' Compensation Act	0	2	0
Workers' Homes Act (Consolidated)	0	2	0
Workmen's Wages Act	0	1	6
Year Book, Pocket	0	0	6

Postage extra.

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.

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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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