



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 24.]

PERTH : FRIDAY, MAY 24.

[1940.

The Bush Fires Act, 1937.

PROCLAMATION

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

Corres. No. 446/40.

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

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

The Bush Fires Act, 1937.

PROCLAMATION

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

Corres. No. 834/40.

WHEREAS by section 5 of the Bush Fires Act, 1937, it is enacted that a "Local authority" means any municipal council, and any road board which the Governor may by Proclamation declare to be a local authority for the purposes of the said Act: Now, therefore I, the said Lieutenant-Governor, with the advice and con-

sent of the Executive Council, do hereby proclaim the Kondinin Road Board to be a "Local authority," within the meaning and for the purposes of the said Act.

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

The Bush Fires Act, 1937.

PROCLAMATION

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

Corres. No. 273/38.

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

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,
for Minister for Lands.

GOD SAVE THE KING !!!

The Bush Fires Act, 1937.

PROCLAMATION

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

Corres. No. 796/40.

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

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

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

Corr. No. 5708/07.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of Melbourne Location 1869, registered in the Office of Titles in Volume 683, Folio 20: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Melbourne Location 1869 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

PROCLAMATION

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

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

Corr. No. 2069/39.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of Kanowna Lot 190, Mertondale Lot 25, Mertondale Lot 45 and the northern moiety of Kanowna Lot 73, registered in the Office of Titles in Volumes 99, 209, 209, and 1067, Folios 136, 94, 95 and 793, respectively: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors, Kanowna Lot 190, Mertondale Lot 25, Mertondale Lot 45, and the northern moiety of Kanowna Lot 73 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

The Land Act, 1933-1939.

PROCLAMATION

(Resumption)

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

Corr. No. 1597/39.

WHEREAS by section 11 of the Land Act, 1933-1939, the Governor may resume, for any of the purposes specified in section 29 of the said Act, any portion of land held as a Conditional Purchase Lease: And whereas it is deemed expedient that the whole of Conditional Purchase Leases 365/529 and 347/1951 (Swan Locations 3422 and 3848 respectively) as described hereunder, should be resumed for one of the purposes specified in paragraph (b) of section 29 of the said Act, that is to say, for Government Requirements: Now, therefore I, Sir James Mitchell, Lieutenant-Governor as aforesaid, with the advice of the Executive Council, do by this my Proclamation resume the whole of Conditional Purchase Leases 365/529 and 347/1951 for the purpose aforesaid.

Schedule.

Swan Location 3422, containing 237 acres 2 roods 13 perches, and Swan Location 3848, containing 17 acres. (Plan 28/80.)

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,
for Minister for Lands.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-37.

PROCLAMATION

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

F. & S. 623/36; Ex. Co. 988.

WHEREAS it is enacted by section 116 of the Factories and Shops Act, 1920-37, that the expression "Public holiday" shall mean certain days therein specified, and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Monday, the 3rd day of June, 1940, shall be a public holiday throughout the State for the purposes of the said Act, and shall be observed as a public holiday under every part of the said Act in which the expression occurs.

Given under my hand and the Public Seal of the said State, at Perth, this 15th day of May, 1940.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

At a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 15th day of May, 1940, the following Orders in Council were authorised to be issued:—

The Child Welfare Act, 1907-27.

ORDER IN COUNCIL.

C.W.D. 361/37; Ex. Co. 1023.

WHEREAS by section 19 (2) of the Child Welfare Act, 1907-27, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court, and may determine the respective seniorities of such members: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby appoint the person named in the Schedule hereto to be a member of the Children's Court at the place mentioned:—

Schedule.

Bruce Rock—Mr. George S. Weymouth, J.P.

L. E. SHAPCOTT,
Clerk of the Council.

The Child Welfare Act, 1907-27.

ORDER IN COUNCIL.

C.W.D. 1072/38; Ex. Co. 1020.

WHEREAS by section 19 (2) of the Child Welfare Act, 1907-27, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court, and may determine the respective seniorities of such members: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby appoint the person named in the Schedule hereto to be a member of the Children's Court at the place mentioned:—

Schedule.

Kalgoorlie:—Dr. Morris O'Connell Gorman, J.P.

L. E. SHAPCOTT,
Clerk of the Council.

The Child Welfare Act, 1907-27.

ORDER IN COUNCIL.

C.W.D. 565/37; Ex. Co. 1022.

WHEREAS by section 19 (2) of the Child Welfare Act, 1907-27, it is provided that the Governor may appoint such persons, male or female, as he may think fit, to be members of any particular Children's Court, and may determine the respective seniorities of such members: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby appoint the person named in the Schedule hereto to be a member of the Children's Court at the place mentioned:—

Schedule.

Southern Cross:—Mr. John Knight Dixon, J.P.

L. E. SHAPCOTT,
Clerk of the Council.

The Forests Act, 1918.

ORDER IN COUNCIL.

Forests File 686/30; Lands File 13696/11.

WHEREAS by the Forests Act, 1918, it is provided that the Governor may by an Order in Council declare any Crown lands as State Forests, within the meaning and for the purpose of that Act: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, doth hereby declare the Crown lands described in Schedule attached hereto as an addition to State Forest No. 37, within the meaning and for the purpose of the Forests Act, 1918.

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

Schedule.

Nelson Locations 6206, 6207, and 6208. (Plan 439C/40, F4.)

The Forests Act, 1918.

ORDER IN COUNCIL.

Forests File 1238/39; Lands File 7202/13.

WHEREAS by the Forests Act, 1918, it is provided that the Governor may by an Order in Council declare any Crown lands as State Forests, within the meaning and for the purpose of that Act: Now, therefore, His Excellency the Lieutenant-Governor, with the advice and consent of the Executive Council, doth hereby declare the Crown lands described in Schedule attached hereto as an addition to State Forest No. 38, within the meaning and for the purpose of the Forests Act, 1918.

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

Schedule.

Nelson Locations 7480 and 11765. (Plans 443A/40, A2, and 443D/40, A3.)

ORDER IN COUNCIL FOR THE WEEK ENDING 17TH MAY, 1940.

Department Concerned.	File No.	Under what Act.	Date.	Purport of Order.
Forests	1555/38	Forests Act, 1918 ...	15-5-40	excising portion of Nelson Location 11287 (Plan 414A/40 F2) from State Forest No. 29.

L. E. SHAPCOTT,
Clerk of the Council.

The Land Act, 1933-1939.

ORDER IN COUNCIL.

Corr. No. 1110/92.

WHEREAS by section 33 of the Land Act, 1933-1939, it is made lawful for the Lieutenant-Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 3349 (Melbourne Locations 2421 and 2422, and Reserve No. 17136, Melbourne Location 2049) should vest in and be held by the Moora Road Board in trust for the purpose of Resting Place for Travellers and Stock: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserves shall vest in and be held by the Moora Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

The Land Act, 1933-1939.

ORDER IN COUNCIL.

Corr. No. 15838/10.

WHEREAS by section 33 of the Land Act, 1933-1939, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality,

road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 13354, at Berkshire Valley, should vest in and be held by the Moora Road Board in trust for the purpose of Sports Ground: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserve shall vest in and be held by the Moora Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

Supersedes the Order in Council dated 27th March, 1911.

L. E. SHAPCOTT,
Clerk of the Council.

The Land Act, 1933-1939.

ORDER IN COUNCIL.

Corr. No. 842/40.

WHEREAS by section 33 of the Land Act, 1933-1939, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 22163 (Ninghan Location 3068) should vest in and be held by the Hon. the Minister for Water Supply, Sewerage and Drainage in trust for the purpose of Water: Now, therefore, His Excel-

lency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserve shall vest in and be held by the Hon. the Minister for Water Supply, Sewerage, and Drainage in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

The Water Boards Act, 1904.

ORDER IN COUNCIL.

P.W.S.S. 1099/29.

WHEREAS under the provisions of the Water Boards Act, 1904, the Governor is empowered by Order in Council to alter or extend the boundaries of a water area: And whereas it is desirable to extend the boundaries of the No. 1 District Water Area: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby extend the boundaries of the No. 1 District Water Area in the manner described in the Schedule hereto.

L. E. SHAPCOTT,
Clerk of the Council.

SCHEDULE.

No. 1 District Water Area.

Commencing at the south-western corner of Avon Location 11881 and proceeding northwards along its western boundary; crossing a road and proceeding along part of the southern boundary of Location 11940; thence along the western boundary of the said Location 11940 and crossing a road to the south-western corner of Location 11866; thence following in an easterly and southerly direction the boundary of the existing water area to a point opposite the prolongation eastwards of the south boundary of Location 11881; thence crossing a road and along the southern boundary of the said Location 11881 to the point of commencement.

Also, commencing at the south-western corner of Avon Location 11922 and proceeding northwards along its western boundary, along part of the southern, the western, and part of the northern boundary of Location 11923 to a point opposite the western boundary of Location 11904; thence across a road and along the western boundaries of the said Location 11904 and Location 24345; thence along the northern boundaries of Locations 24345 and 11911 and, crossing a road, along part of the western boundary of Location 11907, and again crossing a road to the south-western corner of Location 24667; thence, following in an easterly direction the boundary of the existing water area to the north-east corner of Location 22308; thence south along the eastern boundaries of Locations 22308 and 11890 and, crossing a road, along the northern and eastern boundaries of Location 11918; thence crossing a road along the eastern boundary of Location 11900, the southern and western boundaries of Location 11893 and the southern boundary of Location 11915; thence crossing a road, along part of the eastern boundary of Location 14662 and along the eastern and southern boundaries of Location 11922 to the point of commencement, both portions being shown bordered red on Plan P.W.D., W.A., 29160.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 23rd 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:—

William Annand Carcary, Esquire, of Warwick House, St. George's terrace, Perth, and 22 Storthes street, Mount Lawley, as a Justice of the Peace for the Perth Magisterial District;

George Charles Stewart, Esquire, of 33 Fairfield street, Mount Hawthorn, as a Justice of the Peace for the Perth Magisterial District in lieu of the Sussex Magisterial District;

Arthur Nelson, Esquire, of 11 Lyall street, South Perth, as a Justice of the Peace for the Perth Magisterial District in lieu of the Victoria Magisterial District.

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

THE AUDIT ACT, 1904.

The Treasury,
Treasury No. 426/35. Perth, 16th May, 1940.

IT is hereby published, for general information, that Mr. B. Whitely has been appointed Receiver of Revenue for the Registrar General's Department for the period 13th to the 18th May, 1940.

The Treasury,
Treasury No. 13/40. Perth, 17th May, 1940.

IT is hereby published, for general information, that the following officers have been appointed Certifying Officers for the Railway Department:—G. Kirkpatrick, from 22/4/40 to 12/6/40; J. E. Wright, from 29/2/40 to 23/5/40; and the appointment of Mr. R. Sundercombe as Certifying Officer is hereby cancelled as from the 1st May, 1940.

Treasury No. 58/40.

IT is hereby published, for general information, that Mr. W. A. Duffield has been appointed Certifying Officer for the Agricultural Bank at Denmark, in place of Mr. R. P. Sheehy, whose appointment is hereby cancelled.

Treasury No. 58/40.

IT is hereby published, for general information, that Mr. R. P. Sheehy has been appointed Certifying Officer for the Agricultural Bank at Busselton, in place of Mr. W. L. Boyd, whose appointment is hereby cancelled as from the 23rd April, 1940.

A. J. REID,
Under Treasurer.

THE STAMP ACT, 1921-31.

The Treasury,
Treasury No. 2019/21. Perth, 17th May, 1940.

IT is hereby published, for general information, that Mr. Richard Patrick Sheehy, an Officer of the Agricultural Bank at Busselton, has been appointed a person authorised to cancel stamps in place of Mr. A. J. Oliver, whose appointment is hereby cancelled.

A. J. REID,
Commissioner of Stamps.

WORKERS' HOMES ACT, 1911-1938.

Treasury No. 334/40.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to the power conferred by section 50 of the Workers' Homes Act, 1911-1938, has been pleased to amend the regulations made under and for the purposes of the said Act and published in the *Government Gazette* on the 3rd day of June, 1938, and subsequently amended by notice published in the *Government Gazette* on the 19th day of January, 1940, in the manner mentioned in the Schedule hereunder.

Treasury Department,
Perth, 17th May, 1940.

A. J. REID,
Under Treasurer.

Schedule.

The above-mentioned regulations are amended as follows:—

(1) Regulation 31 (*Gazette* 19th January, 1940) is amended by inserting in paragraph (2) thereof, after the words "Form No. 9," in the last line of the said paragraph, the words "or with Form No. 10."

(2) Appendix A to the said regulations is amended by adding thereto, after Form No. 9 (*Gazette* 19th January, 1940), an additional form, to stand as Form No. 10, as follows:—

Form No. 10.
Western Australia.
WORKERS' HOMES ACT, 1911-1938.
Debenture.

Loan No. _____
for £ _____
Debenture for £ _____
Payable only on or to the order
of.....

1. THIS DEBENTURE is issued by the Workers' Homes Board, as constituted under the Workers' Homes Act, 1911-1938 (hereinafter referred to as "the Board"), pursuant to the provisions of the said Act, and is to secure to the bearer a principal sum of....., with interest at the rate of.....pounds per centum per annum, payable at the times and in the manner set out in the annexed Schedule of repayment instalments.

2. Pursuant to the provisions of the said Act no sinking fund will be formed for the liquidation of the said loan and interest but the Board will set aside and pay to the Treasurer of the State from time to time a half-yearly sum of £..... as set out in the fifth column of the said Schedule, to meet the interest and principal on the said loan.

3. This Debenture entitles the bearer to the sum of.....on the.....day of.....19.., and to a corresponding sum half-yearly thereafter until the whole of the principal and interest on the said loan as set out in the fifth column of the said Schedule has been paid, the first of such subsequent payments falling due on the.....day of.....19.., each of such payments being one half-yearly payment on account of the said loan and interest payable and representing the amount of principal and interest set opposite the number of the repayment instalment in the fourth and third columns respectively of the said Schedule, such interest being computed at the rate aforesaid up to the due date of each instalment for the preceding half year on the amount of principal owing under this debenture at the commencement of such half year as set opposite the number of the repayment instalment in the second column of the said Schedule.

4. The said sum of principal and interest hereinbefore mentioned is payable at the Treasury Department, Perth, by the Treasurer and in accordance with the provisions of the said Act is charged and secured upon the assets and revenue of the Board, and payment thereof is guaranteed by the State.

5. If delay takes place in the due payment of any moneys secured by this Debenture, such moneys shall carry interest at the rate aforesaid until payment.

The Common Seal of The Workers' Homes Board was hereunto affixed by order of the Board thisday of19... in the presence of:

(Common Seal)

.....
Secretary.

.....
Chairman Workers' Homes Board.

.....
Treasurer of Western Anstralia.

.....
Member Workers' Homes Board.

The Schedule of Half-yearly Instalments.

First Column.	Second Column.	Third Column.	Fourth Column.	Fifth Column.	Sixth Column.	Seventh Column.	Eighth Column.
Number of instalment.	Principal outstanding at the beginning of each	Portion of payment applied to interest.	Portion of payment applied to principal.	Total payment.	Date Payable.	Date Paid.	Signature of Witness.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.			

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Public Works	Clerk (Item 915)	Class 10, £279—£288	1940. 25th May.
Agriculture	Assistant Lecturer and Experimentalist, Muresk Agricultural College (Item 1645)	Class 6, £366—£402†	do.
Mines	Clerk (Item 485)	Class 10, £279—£288	1st June.
Medical and Health	Clerk, Mental Hospitals Department (Item 845) ...	Class 9, £294—£306	do.
Public Works	Clerk in Charge, Revenue, Rating and Recovery (Item 889)	Class 7, £342—£366	8th June.
Medical and Health	Inspector General of the Insane¶	£1,100—£1,280	11th June.

† 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, 23rd May, 1940.

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

Ex. Co. 2204; P.S.C. 490/39—H. R. Powell, Horticultural Adviser, Department of Agriculture, to be Superintendent of Horticulture, as from 25th May, 1940;

Ex. Co. 672; P.S.C. 343/40—E. A. B. Lester, Clerk, Mines Department, to a similar position (Class 8, £318-£330), as from 1st April, 1940;

Ex. Co. 977; P.S.C. 10/36—Charles David A'Vard, under section 28 of the Public Service Act, to be Junior Clerk, Supreme Court, Crown Law Department, as from 1st June, 1939;

Ex. Co. 885—Albert Peter Davis, under section 29 of the Public Service Act, to be Medical Inspector, Native Affairs Department, North-west Department, as from 1st July, 1939;

Ex. Co. 889—F. E. Hargrave, Junior Clerk, Government Stores Branch, Treasury Department, to be Clerk, as from 7th May, 1940;

Ex. Co. 972; P.S.C. 602/36—Clive Richard Bessen, under section 28 of the Public Service Act, to be Junior Clerk, Government Stores Branch, Treasury Department, as from 1st October, 1939;

Ex. Co. 972; P.S.C. 539/36—Peter William Treasure, under section 28 of the Public Service Act, to be Junior Clerk, Land Titles Office, Crown Law Department, as from 6th November, 1939;

Ex. Co. 977; P.S.C. 32/37—Douglas Roy Moyle, under section 28 of the Public Service Act, to be Junior Clerk, Metropolitan Water Supply Department, as from 1st November, 1939;

Ex. Co. 885; P.S.C. 319/40—M. V. Sasse and P. M. Lynch, Tracers, Public Works Department, to be Draftswomen, as from 22nd April, 1940;

Ex. Co. 889; P.S.C. 359/40—N. M. Stokes, Junior Typist, Geraldton, Police Department, to be Typist, Northam, Public Works Department, as from 14th May, 1940;

Ex. Co. 889; P.S.C. 152/40—E. J. Brownfield, Clerk, Chief Secretary's Department, to be Clerk, Fisheries Branch, North-West Department, as from 20th May, 1940.

Also of the following resignations:—

Ex. Co. 935—R. G. Grace, Assistant Lecturer and Experimentalist, Muresk Agricultural College, Department of Agriculture, as from 27th May, 1940;

Ex. Co. 935—M. C. Farrell, Junior Typist, Factories and Shops Branch, Department of Labour, as from 10th May, 1940.

Also of the following retirements:—

Ex. Co. 2209—G. W. Wickens, Superintendent of Horticulture, Department of Agriculture, under section 67 of the Public Service Act, as from 24th May, 1940;

Ex. Co. 2433—W. E. Collins, Inspector, Potato Branch, Department of Agriculture, under section 67 of the Public Service Act, as from 13th June, 1940.

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 23rd May, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has appointed L. W. Clarey as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Mingenew, during the absence of S. G. Daws, on leave.

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

A. T. Hulin as Bailiff of the Mullewa Local Court, vice R. H. Hickson, transferred;

C. Lawson as Acting Bailiff of the Goomalling Local Court at Dowerin, during the absence of F. Bibby;

E. C. Nicholls as Bailiff of the Shark Bay Local Court, vice G. R. King, transferred;

Jack Hurtle Gratwick, Esq., of Mount Lawley, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913.

H. R. GORDON,
Under Secretary for Law.

Chief Secretary's Office,
C.S.D. 160/39. Perth, 15th May, 1940.

HIS Excellency the Lieutenant-Governor in Council has been pleased to approve of the promotion of David F. S. Love, Temporary Warder, to the rank of Probationary Warder, Fremantle Prison, from the 1st May, 1940, vice Warder White, promoted.

F. J. HUELIN,
Comptroller General of Prisons.

APPOINTMENTS AND RESIGNATIONS.

Department of Public Health,
Perth, 15th May, 1940.

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

P.H.D. 308/19:—A. H. Hobbs and C. W. Tobin to be Honorary Inspectors under the provisions of section 11 of the Health Act, 1911-1937;

P.H.D. 689/29:—The Reverend Thomas Eric Currie to be a member of the Narembeen and District Memorial Hospital Board for the period ending the 31st July, 1940, under the provisions of the Hospitals Act, 1927, vice A. A. G. Walker, resigned; and

P.H.D. 747/29:—C. W. Lane, O. L. David, E. G. McKenzie, L. E. Trinidad, E. J. Morris, and A. McKay to be members of the Black Range District Hospital

Board (Sandstone) for the period ending the 31st July, 1940, under the provisions of the Hospitals Act, 1927, vice J. G. J. Senior, F. G. Clinch, S. W. Allen, Peter Morrissey, H. E. Sholl, R. A. Bailey, W. C. McCorkill, and E. J. Morris, resigned.

F. J. HUELIN,
Under Secretary.

THE HOSPITALS ACT, 1927.

Department of Public Health.

M.P.H. 1105/36. Perth, 15th May, 1940.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to the provisions of the Hospitals Act, 1927, has been pleased to approve of the amendment by the Board of Management of the Corrigin Hospital of the by-laws, rules, or regulations made by the said Board for the management of the said Hospital, under section 22 of the said Act, as published in the *Government Gazette* on the 10th day of September, 1937, in the manner mentioned in the Schedule hereunder.

F. J. HUELIN,
Under Secretary.

SCHEDULE.

The above-mentioned by-laws, rules, or regulations are amended by deleting regulation 20 thereof and inserting in lieu thereof a new regulation as follows:—

20.—Scale of Charges.

As at and from the 22nd day of January, 1940, the following scale of charges will operate:—

	s.	d.
Public Wards	10	6 per day
Do., children under 13 years ..	9	0 per day
Private rooms (single)	13	6 per day
Workers compensation cases ..	10	6 per day
Maternity cases	12	0 per day
Members of Police Force	8	6 per day
Parent or other person accompanying patient (except breast fed babes)	4	6 per day
Babes born in hospital and detained after discharge of mother	4	6 per day
*Football Associations (by agreement)	7	6 per day
†*State Railways and Tramways Fund	7	6 per day
†*Perth United Friendly Societies' Fund	7	6 per day
Other Funds	7	6 per day
Aboriginals and half-castes indentured or in employment	5	0 per day
Theatre fee—minor operation ..	0	10 6
Do. major operation	1	1 0
X-ray screenings	0	10 6
Do. filmings	1	1 0
Do. dental, single negative	0	3 6
Do. do. full lower or upper jaw	0	10 6
Do. do. do. and upper jaws	1	1 0
Ordinary rates do not include medicines, dressings or drugs, etc.		
Maternity cases—Waiting time—25s. per week or 6s. per day.		
Out-patient attendances:—1s. to 5s., at discretion of the Matron.		
*After 61st day debit at ordinary daily rate;		
†Exempt from Theatre Fees; ‡Fund pays for X-rays at 8s. each.		

THE HEALTH ACT, 1911-1937.

Belmont Park Road Board—Resolution.

P.H.D. 577/30.

WHEREAS under the provisions of the Health Act, 1911-1937, a local authority may make or adopt by-laws and is thereby empowered to amend, repeal, or alter any by-laws so made or adopted: And whereas, by resolution made on the 16th day of June, 1930, and notified by publication in the *Government Gazette* on the 4th day of July, 1930, the Belmont Park Road Board, being a local authority within the meaning and for the purposes of the said Act, adopted with certain modifications Series A of the Model By-laws prepared under the Health Act, 1911-1926, and published in the *Gov-*

ernment Gazette on the 8th day of April, 1927: And whereas such by-laws as adopted have been added to and amended by resolution of the said local authority from time to time thereafter: Now, therefore, the Belmont Park Road Board, as such local authority aforesaid, doth hereby amend Part I. of Series A of the Model By-laws prepared under the said Act and adopted as aforesaid, by inserting therein after by-law 39 a new by-law as follows:—

39A. Where any house is not provided with an ample supply of clean wholesome water, the owner of the premises shall cause such house to be properly provided with a supply by either connecting to any existing water main, constructing a well, or providing suitable rainwater tanks, such work to be carried out to the satisfaction of an inspector.

DONALD McLACHLAN,
Chairman.

P. S. STANTON,
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 7th day of May, 1940.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 15th day of May, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Bayswater Road Board—Resolution.

P.H.D. 52/19.

WHEREAS it is enacted by section 185 of the Health Act, 1911-1937 (as reprinted under the Amendments Incorporation Act, 1938), that a local authority may by by-law define localities in the district within which the keeping of swine or pigsty is forbidden: And whereas the Bayswater Road Board, being a local health authority in respect of the Health District of Bayswater within the meaning and for the purposes of the Health Act, 1911-1937, deems it desirable and expedient to define the localities in the district within which the keeping of swine or pigsty is forbidden: And whereas the Bayswater Road Board as such local health authority aforesaid, by a resolution published in the *Government Gazette* on the 20th day of March, 1936, adopted with certain amendments Series A of the Model By-laws prepared pursuant to section 295 of the Health Act, 1911-1926, as published in the *Government Gazette* on the 8th day of April, 1927, and has amended such by-laws by resolution published in the *Government Gazette* from time to time thereafter: Now, therefore, it is resolved and determined by the Bayswater Road Board as such local health authority aforesaid, acting pursuant to section 185 of the Health Act, 1911-1937 (as reprinted under the Amendments Incorporation Act, 1938), that the said by-laws be amended by inserting in section C, of Part IX. thereof, after by-law 1. as contained in the said section C, a new by-law, to stand as by-law 1A, as follows:—

Prohibited Area for Keeping of Swine or Pigsty.

1A. As from and including the 1st day of July, 1941, no person shall keep any swine, or use or erect any pigsty within an area bounded by a line commencing at the intersection of Lincoln road and Wellington road, proceeding easterly along Lincoln road to Navier road; thence southerly along Navier road to Halvorson road; thence westerly along Halvorson road to Wellington road; thence north-westerly along Wellington road to the starting point.

Within an area bounded by a line commencing at the corner of Halvorson road and Wellington road, proceeding easterly along Halvorson road to Drew street; thence along Drew street southerly to Robinson road; thence easterly along Robinson road to the Bayswater Road Board District boundary, and following such district boundary southerly to Broadway and along Broadway westerly to Beechboro road, and following Beechboro road south-westerly to Sanderson street; thence north-westerly along Sanderson street to Collier road; thence along

Collier road westerly and north-westerly to Wellington road, and along Wellington road to the starting point.

Within an area bounded by a line commencing at the junction of Collier road and Greenford road; thence along Greenford road and prolonged through private property to Coode street; thence north-westerly along Coode street to the western boundary of the Bayswater Road Board, and, following such district boundary to Wellington road; thence south-easterly along Wellington road and Collier road to the starting point.

Passed by a resolution of the Bayswater Local Board of Health at a meeting held on the 20th day of March, 1940.

ROBERTS V. HILL,
Chairman.

ALFRED B. BONE,
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 22nd day of April, 1940.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 15th day of May, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Bassendean Road Board—Resolution.

P.H.D. 7564/21.

WHEREAS, it is provided by section 320 of the Health Act, 1911-1937, as reprinted pursuant to the Amendments Incorporation Act, 1938, that a local authority may make by-laws, and is thereby empowered to amend, repeal, or alter any by-laws as made: And whereas it is provided by section 321 of the said Act that the Governor may cause to be prepared model by-laws for all or any of the purposes for which by-laws may be made by a local authority, under any of the provisions of the said Act, and that a local authority may of its own motion, by resolution adopt the whole or any portion of such by-laws, with or without modification: And whereas model by-laws, described as Series A, have been prepared in accordance with the said section and published in the *Government Gazette* on the 8th day of April, 1927; 20th day of October, 1933; 5th day of October, 1934; 1st day of February, 1935; 12th day of February, 1937; 2nd day of July, 1937; 22nd day of April, 1938; 3rd day of March, 1939; 29th day of September, 1939: Now, therefore, the Bassendean Road Board, being the local authority for the Bassendean Health District, doth hereby resolve and determine that all previous by-laws made by the Board for its purposes as the local health authority aforesaid, be repealed, and that in substitution thereof the whole of the said Series A, Model By-laws, be adopted, together with such other amendments as have from time to time been made by the Bassendean Road Board as a local health authority, with the modification specified in the Schedule hereunder for the Health District of Bassendean:—

Schedule.

Part IX. of the said Model By-laws is amended:—

1. By deletion of by-law No. 5 of section A, Part IX., and inserting after by-law 4, a new by-law, as follows:—

5. No person shall establish or carry on any noxious offensive trade, business, or manufactures excepting that of a fish shop, within that locality of the Bassendean Road District bounded by lines commencing at the intersection of the production eastward of the southern side of Esther street with the eastern boundary of the district and extending southward and westward along said district boundary and part of its western boundary to the latter's junction with the south-eastern side of Wood street at the western corner of Lot 102 of Swan Location S; thence north-eastward

along the south-eastern side of Wood street to the south-western side of Short street: thence south-eastward along said side of Short street to the north-western side of Railway avenue; thence north-eastward along said side of Railway avenue to a south-western side of Angwin street: thence north-westward along a south-western and westward along a southern side of Angwin street to the production south of the eastern side of Troy street: thence northward along said side of Troy street to the southern side of Anzac terrace: thence eastward along said side of Anzac terrace to the eastern side of Penzance street: thence northward along the eastern side of Penzance street to the north-western corner of Lot 103 of Swan Location P (L.T.O. Plan 3469); thence eastward along the northern boundaries of Lots 103, 97, 96, and 90 to the western side of Ida street; thence northward along said side of Ida street to the northern side of Robinson road; thence eastward along said side of Robinson road to the south-east corner of Lot 152 of Swan Location P (L.T.O. Plan 4504): thence northward along the eastern boundaries of Lots 152 and 153 and the production north-eastward of the latter boundary to the north-eastern side of Evelyn crescent; thence south-eastward along said side of Evelyn crescent to the western side of Ivanhoe street and northward along the latter to the production westward of the southern boundary of Lot 136 of Swan Location P; thence eastward along said production and southern boundary of Lot 136 and southward along the eastern boundaries of Lots 137 and 138 and continuing to the southern side of Esther street; thence eastward along said side of Esther street and its prolongation eastward to the starting point, with the exception of Lots 647 and 646 of Swan Location S, Plan 3712.

Passed at a meeting of the Bassendean Local Health Authority held on the 10th day of April, 1940.

R. A. McDONALD,
Chairman.

L. R. LATHAM,
Secretary.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 24th day of April, 1940.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 15th day of May, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Municipality of Geraldton

Amendment of By-laws.

P.H.D. 850/38.

WHEREAS under the provisions of the Health Act, 1911-1937, a local health authority may make or adopt by-laws and may amend, repeal, or alter any by-laws so made or adopted: Now, therefore, the Municipality of Geraldton, being a local health authority within the meaning of the said Act, and having adopted either wholly or in part the Model By-laws published in the *Government Gazette* on the 8th day of April, 1927, doth hereby amend its by-laws so adopted in manner following:—

Part 1 of the by-laws so adopted is amended by the insertion of the following heading and new by-law after by-law No. 11:—

Sanitation of Camps.

11A. No person shall occupy or use any tent or caravan for the purpose of a dwelling, whether temporary or not, or otherwise camp upon any land within the district of the local authority unless:—

(a) Such tent, caravan, or other camp is upon land which is provided with a sanitary convenience constructed and equipped in accordance

with the Act and these by-laws, and the occupants of such tent, caravan, or other camp have the right to use and can conveniently use such sanitary convenience; or,

- (b) Such tent, caravan or other camp is provided with a sanitary convenience which has been approved in writing by the health inspector and which is erected in a position stipulated in and equipped, maintained, and serviced in accordance with any conditions upon which such approval is granted.

Provided that nothing in this by-law contained shall be deemed to authorise the occupation of any tent, car-

van, or other camp, which occupation would otherwise be unlawful.

Dated the 10th day of April, 1940.

R. CARSON,
Mayor.

R. W. CARTER,
Town Clerk.

[L.S.]

Approved by His Excellency the Lieutenant-Governor in Council this 15th day of May, 1940.

L. E. SHAPCOTT,
Clerk of the Council.

POLICE ACT, 1892 (section 76).

THE following unclaimed property (found in tramcars) will be sold by Auction at Perth Railway Station on 18th and 19th June, 1940.

7th May, 1940.

D. HUNTER,
Commissioner of Police.

D

- | Lot. | Article. |
|-------|--------------------------------------|
| 1—2 | ladies' umbrellas. |
| 2—2 | ladies' umbrellas. |
| 3—2 | ladies' umbrellas. |
| 4—2 | ladies' umbrellas. |
| 5—2 | ladies' umbrellas. |
| 6—2 | ladies' umbrellas. |
| 7—2 | ladies' umbrellas. |
| 8—2 | ladies' umbrellas. |
| 9—2 | ladies' umbrellas. |
| 10—2 | ladies' umbrellas. |
| 11—2 | ladies' umbrellas. |
| 12—2 | ladies' umbrellas. |
| 13—1 | child's tricycle. |
| 14—1 | child's stroller. |
| 15—3 | ladies' shopping bags. |
| 16—3 | ladies' shopping bags. |
| 17—3 | ladies' shopping bags. |
| 18—3 | ladies' shopping bags. |
| 19—1 | case men's clothing. |
| 20—1 | attache case lady's clothing. |
| 21—1 | attache case lady's clothing. |
| 22—1 | attache case boy's clothing. |
| 23—1 | attache case girl's clothing. |
| 24—1 | attache case girl's clothing. |
| 25—1 | attache case baby's clothing. |
| 26—1 | attache case bathers (6 pairs). |
| 27—6 | babies' pillows. |
| 28—6 | ladies' handbags. |
| 29—6 | ladies' wallets. |
| 30—1 | tennis racquet. |
| 31—1 | tennis racquet. |
| 32—1 | tennis racquet. |
| 33—1 | tennis racquet. |
| 34—2 | ladies' umbrellas. |
| 35—2 | ladies' umbrellas. |
| 36—2 | ladies' umbrellas. |
| 37—2 | ladies' umbrellas. |
| 38—2 | ladies' umbrellas. |
| 39—2 | ladies' umbrellas. |
| 40—2 | ladies' umbrellas. |
| 41—2 | ladies' umbrellas. |
| 42—2 | ladies' umbrellas. |
| 43—2 | ladies' umbrellas. |
| 44—2 | ladies' umbrellas. |
| 45—2 | ladies' umbrellas. |
| 46—6 | ladies' shopping bags. |
| 47—6 | ladies' shopping gloves. |
| 48—12 | pairs ladies' kid gloves. |
| 49—12 | pairs ladies' kid gloves. |
| 50—12 | pairs ladies' kid gloves. |
| 51—12 | pairs ladies' kid gloves. |
| 52—12 | pairs ladies' kid gloves. |
| 53—12 | pairs ladies' kid gloves. |
| 54—12 | pairs ladies' kid gloves. |
| 55—12 | pairs ladies' kid gloves. |
| 56—12 | pairs ladies' kid gloves. |
| 57—12 | pairs ladies' kid gloves. |
| 58—12 | pairs ladies' kid gloves. |
| 59—12 | pairs ladies' kid gloves. |
| 60—1 | tennis racquet. |
| 61—1 | tennis racquet (toy). |
| 62—1 | lacrosse racquet and 1 hockey stick. |
| 63—1 | boy's overcoat. |
| 64—1 | boy's raincoat. |

- | Lot. | Article. |
|--------|----------------------------------|
| 65—1 | boy's raincoat. |
| 66—1 | boy's rain cape. |
| 67—2 | ladies' umbrellas. |
| 68—2 | ladies' umbrellas. |
| 69—2 | ladies' umbrellas. |
| 70—2 | ladies' umbrellas. |
| 71—2 | ladies' umbrellas. |
| 72—2 | ladies' umbrellas. |
| 73—2 | ladies' umbrellas. |
| 74—2 | ladies' umbrellas. |
| 75—2 | ladies' umbrellas. |
| 76—2 | ladies' umbrellas. |
| 77—2 | ladies' umbrellas. |
| 78—2 | ladies' umbrellas. |
| 79—1 | case purses and wallets. |
| 80—12 | pair ladies' kid gloves. |
| 81—12 | pair ladies' kid gloves. |
| 82—12 | pair ladies' kid gloves. |
| 83—12 | pair ladies' kid gloves. |
| 84—12 | pair children's kid gloves. |
| 85—9 | ladies' berets. |
| 86—6 | boys' caps. |
| 87—6 | boys' caps. |
| 88—6 | boys' caps. |
| 89—6 | ladies' toques. |
| 90—1 | attache case toys and sundries. |
| 91—1 | attache case knitting. |
| 92—1 | attache case ladies' scarfs. |
| 93—1 | attache case ladies' belts. |
| 94—9 | ladies' hats. |
| 95—6 | pairs ladies' woollen gloves. |
| 96—12 | pairs children's woollen gloves. |
| 97—12 | pairs children's gloves. |
| 98—1 | lady's neck fur. |
| 99—1 | bundle tools. |
| 100—3 | walking sticks. |
| 101—1 | case purses and wallets. |
| 102—12 | pairs ladies' gloves (assorted). |
| 103—12 | pairs ladies' gloves (assorted). |
| 104—12 | pairs ladies' gloves (assorted). |
| 105—12 | pairs ladies' gloves (assorted). |
| 106—12 | pairs ladies' gloves (assorted). |
| 107—12 | pairs ladies' gloves (assorted). |
| 108—12 | pairs ladies' gloves (assorted). |
| 109—12 | pairs ladies' gloves (assorted). |
| 110—12 | pairs ladies' gloves (assorted). |
| 111—12 | pairs ladies' gloves (assorted). |
| 112—2 | ladies' umbrellas. |
| 113—2 | ladies' umbrellas. |
| 114—2 | ladies' umbrellas. |
| 115—2 | ladies' sunshades. |
| 116—2 | ladies' sunshades. |
| 117—2 | ladies' sunshades. |
| 118—2 | ladies' sunshades. |
| 119—2 | ladies' sunshades. |
| 120—2 | ladies' sunshades. |
| 121—1 | case purses and wallets. |
| 122—12 | pairs ladies' gloves (assorted). |
| 123—12 | pairs ladies' gloves (assorted). |
| 124—12 | pairs ladies' gloves (assorted). |
| 125—12 | pairs ladies' gloves (assorted). |
| 126—12 | pairs ladies' gloves (assorted). |

SALE OF GOODS, PROPERTY, AND EFFECTS—*continued.*D—*continued.*

Lot.	Article.
127—12	pairs ladies' gloves (assorted).
128—12	pairs ladies' gloves (assorted).
129—12	pairs ladies' gloves (assorted).
130—12	pairs ladies' gloves (assorted).
131—12	pairs ladies' gloves (assorted).
132—12	pairs ladies' gloves (assorted).
133—12	pairs ladies' gloves (assorted).
134—1	lady's neck fur.
135—1	case lady's clothing.
136—1	case men's clothing.
137—1	case child's clothing.
138—4	babies' pillows.
139—4	shopping bags and basket.
140—1	gent's overcoat.
141—1	case religious books.
142—1	pushcart.
143—1	case baby clothing, etc.
144—6	tobacco pouches.
145—1	plasterer's trowel and level.
146—12	ladies' kid gloves.
147—12	ladies' kid gloves.
148—12	ladies' kid gloves.
149—12	ladies' kid gloves.
150—12	ladies' assorted gloves.
151—12	ladies' assorted gloves.
152—12	ladies' assorted gloves.
153—12	ladies' assorted gloves.
154—3	ladies' umbrellas (slight defects).
155—3	ladies' umbrellas (slight defects).
156—3	ladies' umbrellas (slight defects).
157—3	ladies' umbrellas (slight defects).
158—3	ladies' umbrellas (slight defects).
159—3	ladies' umbrellas (slight defects).
160—3	ladies' umbrellas (slight defects).
161—3	ladies' umbrellas (slight defects).
162—3	ladies' umbrellas (slight defects).
163—3	ladies' umbrellas (slight defects).
164—3	ladies' umbrellas (slight defects).
165—3	ladies' umbrellas (slight defects).
166—12	pairs ladies' gloves (assorted).
167—12	pairs ladies' gloves (assorted).
168—12	pairs ladies' gloves (assorted).
169—12	pairs ladies' gloves (assorted).
170—12	pairs ladies' gloves (assorted).
171—12	pairs ladies' gloves (assorted).
172—12	pairs ladies' gloves (assorted).
173—12	pairs ladies' gloves (assorted).
174—12	pairs ladies' gloves (assorted).
175—1	case wallets and purses.
176—3	empty music cases.
177—2	billy cans, 5 pannikins.
178—1	case aprons and pillow slips.
179—1	bag old clothing.
180—3	gent's umbrellas (slight defects).
181—3	gent's umbrellas (slight defects).
182—1	lady's neck fur.
183—1	cake dish.
184—1	brief bag.
185—1	parcel books.
199—3	ladies' umbrellas (slight defects).
200—3	ladies' umbrellas (slight defects).
201—3	ladies' umbrellas (slight defects).
202—3	ladies' umbrellas (slight defects).
203—3	ladies' umbrellas (slight defects).
204—3	ladies' umbrellas (slight defects).
205—3	ladies' umbrellas (slight defects).
206—3	ladies' umbrellas (slight defects).
207—3	ladies' umbrellas (slight defects).
208—3	ladies' umbrellas (slight defects).
209—3	ladies' umbrellas (slight defects).
210—3	ladies' umbrellas (slight defects).
211—12	pairs ladies' gloves (assorted).
212—12	pairs ladies' gloves (assorted).
213—12	pairs ladies' gloves (assorted).
214—12	pairs ladies' gloves (assorted).
215—12	pairs ladies' gloves (assorted).
216—12	pairs ladies' gloves (assorted).
217—12	pairs ladies' gloves (assorted).
218—12	pairs ladies' gloves (assorted).
219—12	pairs ladies' gloves (assorted).
220—12	pairs ladies' gloves (assorted).
226—3	ladies' sunshades (slight defects).
227—3	ladies' sunshades (slight defects).
228—3	ladies' sunshades (slight defects).
229—3	ladies' sunshades (slight defects).

SALE OF GOODS, PROPERTY, AND EFFECTS—*continued.*D—*continued.*

Lot.	Article.
230—3	ladies' sunshades (slight defects).
231—3	ladies' sunshades (slight defects).
232—3	ladies' sunshades (slight defects).
240—3	ladies' umbrellas (slight defects).
241—3	ladies' umbrellas (slight defects).
242—3	ladies' umbrellas (slight defects).
243—3	ladies' umbrellas (slight defects).
244—3	ladies' umbrellas (slight defects).
245—3	ladies' umbrellas (slight defects).
246—3	ladies' umbrellas (slight defects).
247—3	ladies' umbrellas (slight defects).
248—3	ladies' umbrellas (slight defects).
249—3	ladies' umbrellas (slight defects).
250—3	ladies' umbrellas (slight defects).
251—3	ladies' umbrellas (slight defects).
268—3	ladies' umbrellas (slight defects).
269—3	ladies' umbrellas (slight defects).
270—3	ladies' umbrellas (slight defects).
271—3	ladies' umbrellas (slight defects).
272—3	ladies' umbrellas (slight defects).
273—3	ladies' umbrellas (slight defects).
274—3	ladies' umbrellas (slight defects).
275—3	ladies' umbrellas (slight defects).
276—3	ladies' umbrellas (slight defects).
277—2	ladies' sunshades.
278—2	ladies' sunshades.
279—2	ladies' sunshades.
280—3	ladies' sunshades.
293—2	ladies' umbrellas.
294—2	ladies' umbrellas.
295—2	ladies' umbrellas.
296—2	ladies' umbrellas.
297—2	children's umbrellas.
298—4	gent's umbrellas (damaged).
299—1	ring.
300—1	ring.
301—1	ring.
302—1	bangle.
303—1	bangle.
304—1	bangle.
305—1	necklace.
306—1	necklace.
307—3	brooches.
308—3	brooches.
309—3	brooches.
310—3	brooches.
311—4	brooches.
312—6	brooches.
313—6	rosary beads.
314—4	rosary beads.
315—3	necklaces.
316—1	box trinkets.
317—1	pair spectacles, in case.
318—1	pair spectacles, in case.
319—1	pair spectacles, in case.
320—1	pair spectacles, in case.
321—1	pair spectacles, in case.
322—1	pair spectacles, in case.
323—1	pair spectacles, in case.
324—1	pair spectacles, in case.
325—1	pair spectacles, in case.
326—1	pair spectacles, in case.
327—1	pair spectacles, in case.
328—1	pair spectacles, in case.
329—4	pairs spectacles, in cases.
330—6	pairs sunglasses.
331—6	pairs sunglasses.
332—6	pairs sunglasses.
339—12	umbrellas (damaged).
340—12	umbrellas (damaged).
341—12	umbrellas (damaged).
342—1	case odd gloves.
343—1	case odd gloves.
344—1	case odd gloves.
345—1	case odd gloves.
346—1	case odd gloves.
347—1	case odd gloves.
348—1	case odd gloves.
349—1	case odd gloves.
350—6	ladies' umbrellas (damaged).
351—6	ladies' umbrellas (damaged).
352—6	ladies' umbrellas (damaged).
353—6	ladies' umbrellas (damaged).
354—6	ladies' umbrellas (damaged).
355—6	ladies' umbrellas (damaged).
356—6	ladies' umbrellas (damaged).

CHILD WELFARE DEPARTMENT.

C.W.D. 162/40; Ex. Co. 1021.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint Mr. Alec Dixon Smith to act as Special Magistrate of the Children's Court for the Magisterial District of Wellington, under section 19 of the Child Welfare Act, 1907-27, for the period he is acting Resident Magistrate for such District.

A. R. G. HAWKE.
Minister for Child Welfare.

Workers' Homes Board.
St. George's terrace,
Perth, 22nd May, 1940.

THE undermentioned lease under the Workers' Homes Act, 1911-1928, has been forfeited for breach of covenant of the Lease:—

Lease No.	Name of Lessee.	Description of Land.	Town or Locality.
691/1933	Mews, Charles Henry	Lot 922, Daping street	Katanning.

Inserted by order of the Workers' Homes Board.

H. G. JARMAN,
Secretary.

THE WORKERS' HOMES ACT, 1911, AND AMENDMENTS.

Cancellation of Dedications.

Department of Lands and Surveys.
Perth, 22nd May, 1940.

IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to cancel the following dedications under the provisions of the Workers' Homes Act, 1911:—

Corres. No. 864/40:—Fremantle Lot 1620;
Corres. No. 793/40:—Leederville Lot 32w;
Corres. No. 911/40:—Victoria Park Lot 10w.

Dedication of Lots.

Corres. No. 10345/00.

IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Workers' Homes Act, 1911, of the dedication of Kalgoorlie Lots 3262 and 3274 to 3279, inclusive, to the purposes of the said Act. Reserve 8316 (Railways—Drivers' Barracks) is hereby reduced to exclude Lots 3274 to 3279, inclusive, accordingly.

G. L. NEEDHAM,
Under Secretary for Lands.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1939, and its regulations:—

KALGOORLIE.

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

†Kalgoorlie—Town (Lewis street), 2325, 1r., £10; (Lyal 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; (Claney street) R216, 1r., £12; 2472, 20p., £10; 2531, 39.8p., £25; (Burt street) §467, 20p., £12 10s.; (Wittenoom street) 1408, 2r., 4p., £25.

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 1097, inclusive, 32.4p., £20 each; 319, 1r., £12 10s.; 342 to 345 inclusive, 1r. each, £10 each; 346, 39.1p., £12 10s.; §152, 1r., £20; §1040, 1072, 1r. each, £12 10s. each.

COLLIE.

12th June, 1940, at 11 a.m., at the Court House—

†Collie—*1451, 7a. 3r. 13p., 1455, 7a. 2r. 0p., £25 each.

GERALDTON.

12th June, 1940, at 3.15 p.m., at the District Lands Office—

†Perenjori—Town 20, 1r., £20.

SOUTHERN CROSS.

12th June, 1940, at 3 p.m., at the District Lands Office—

Westonia—Town 55, 1r., £20; 383, 1r., £10.

WAGIN.

12th June, 1940, at 11 a.m., at the District Lands Office—

†Moulyinning—Town 27, 1r., £12.

ALBANY.

13th June, 1940, at 2.30 p.m., at the Court House—

†Mount Barker—Town 248, 2r., £15; *252, 1a. 3r. 37p., £16.

NORTHAM.

13th June, 1940, at 11.30 a.m., at the District Lands Office—

†Baker's Hill—*192, 4a. 3r. 39p., £10.

LAWLERS.

14th June, 1940, at 2 p.m., at the Mining Registrar's Office—

†Agnew—Town §111, 1r., £12 10s.

PERTH.

14th June, 1940, at 11 a.m., at the Department of Lands and Surveys—

†Rockingham—Town 382, 36p., £25.

ROEBOURNE.

14th June, 1940, at 2 p.m., at the Court House—

Point Samson—Town 35, 1r., £15.

*Suburban for cultivation.

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

†The provision of clause 22 of the regulations for the sale or leasing of Town and Suburban lands at auction shall not apply at the sale of these lots.

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

All improvements on the land offered for sale are the property of the Crown, and shall be paid for as the Minister may direct, whose valuation shall be final and binding on the purchaser.

Plans and further particulars of these sales may be obtained at this Office. Land sold to a depth of 200 feet below the natural surface, except in mining districts, where it is granted to a depth of 40 feet or 20 feet only.

G. L. NEEDHAM,
Under Secretary for Lands.

FORFEITURES.

THE undermentioned Leases have been cancelled under section 32 of the Land Act, 1933-39, for non-payment of rent or other reasons:—

Name, Lease No., District, Reason, Corres. No., Plan.
Aylmore, H. E.; 347/2011; Victoria 8628; non-compliance with conditions; 721/38; 128/80, A3; 127/80, F3.

Earushaw, K. C.; 11297/68; Wellington 1489, 2452, 2604, 3500; §67 3s. 9d.; 2806/17; 410/80, E3.

Forbes, E. A.; 22957/68; Ninghan 2754; £74 10s. 9d.; 4562/27; 66/80, F3.
 How, H. E.; 32162/55; Ninghan 220; £127 12s. 4d.; 7071/12; 56/80, F1 & 2.
 Kingshott, E. J. (Mrs.); 18610/68; Williams 13133; £23 7s. 8d.; 5534/24; 386/80, C1.
 Millar, E. H.; 421/153; Nungarin Lot 3; £10 0s. 9d.; 8245/12; Nungarin.
 Mitchell, David; 68/2710; Ninghan 2970; £41 15s. 0d.; 2520/30; 66/80.
 Mitchell, David; 74/1080; Ninghan 3810; abandoned; 2849/30; 66/80.
 McGarry, W. J. and Felgate, J. M.; 10431/68; Avon 20248; £236 1s. 9d.; 7029/12; 34/80, C4.
 Norriss, W. L.; 41861/55; Avon 20312; £86 18s. 4d.; 1899/26; 56/80, D2 & 3.
 Norriss, W. L.; 25067/74; Avon 25659; abandoned; 2370/26; 56/80, D2 & 3.
 Norriss, W. L.; 22592/68; Avon 20671; £19 18s. 5d.; 5564/27; 56/80, D3.
 Scorgie, David; 13311/68; Avon 16555 and 17279; £275 13s. 4d.; 4627/20; 344/80, B2 & 3.
 Scott, M. C. and E. D.; 29070/55; Avon 16867; £38 10s. 11d.; 2146/11; 344/80, E3.
 Scott, M. C. and E. D.; 10044/56; Avon 16860; £20 14s. 4d.; 2380/11; Bendering, Sheet 2.
 Sherry, F. M.; 42302/55; Avon 9872; £34 1s. 8d.; 1447/27; 379C/40, D3.
 Sherry, F. M.; 21741/68; Avon 7439 and 7765; £66 4s. 2d.; 1446/27; 379C/40, D3.
 Sherry, F. M.; 21740/68; Avon 8512, 5308, 18768; £88 15s. 0d.; 356/27; 379C/40, D3.
 Swain, R. C.; 3117/2929; Norseman Lot 1043; abandoned; 292/40; Norseman.
 Terry, W. J.; 6242/153; Bonnie Rock Lot 11; £2 5s. 0d.; 2067/32; Bonnie Rock Townsite.
 The Denmark Co-operative Coy., Ltd.; 1811/152; Plantagenet 4682; abandoned; 4952/29; 452D/40, B4.

G. L. NEEDHAM,
 Under Secretary for Lands.

AMENDMENT OF RESERVES.

No. 11454.

Department of Lands and Surveys,
 Corres. No. 4701/08. Perth, 22nd May, 1940.
 HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1939, of the boundaries of Reserve 11454 (Water), in the Thaduna District, being amended as described in the Schedule hereunder, and of the area being increased from about 640 acres to about 1,580 acres accordingly. (Plan 80/300.)

Schedule.

The area bounded by lines commencing at a point on the western side of Rabbit-Proof Fence Reserve No. 12297, situate about 30 chains north of the 495-mile Post on the said Fence and extending southward along said western side of reserve for a distance of about 170 chains; thence westward about 92 chains, northwards about 170 chains, and eastwards, along existing fencing, to the starting point. (Pastoral Lease 394/1111 is hereby reduced.)

No. 19560.

Corres. No. 3741/30.
 HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1939, of the boundaries of Reserve No. 19560 (Natives), in the Kwinana District, at Walcott Inlet, being amended to include the area described in the Schedule hereunder, and of the area being increased from about 706,000 acres to about 756,000 acres accordingly:—

Schedule.

The area bounded by lines commencing at survey mark FB40 on the right bank of the Sale river and extending northwards about 990 chains; thence eastwards 800 chains; thence southwards about 303 chains to the aforesaid bank of river; thence downwards along same to the starting point.

G. L. NEEDHAM,
 Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
 Perth, 22nd May, 1940.

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

93/39.

NELSON (near Bridgetown).—No. 22157 (Gravel).—Location No. 11306. (10a. Or. 3p.) (Diagram 59708; Plan 439B/40, E1.) The boundaries of Bridgetown Townsite are hereby amended to exclude this location. Reserves 15475 and 15862 (Timber) are hereby reduced.

93/39.

NELSON (near Glenlynn).—No. 22158 (Sand Pit).—Location No. 11307. (10a.) (Diagram 59709; Plan 439B/40, F2.)

1258/37.

AVON (Knungagin).—No. 22159 (School Site).—Location No. 27009. (3a. Or. 30p.) (Plan 35/80, A2.) 6094/27.

CUNDERDIN.—No. 22160 (Hospital).—Lots No. 296, 297 and 350. (1a. 1r. 13.5p.) (Diagram 58971; Plan Cunderdin Townsite.) Reserves 20213 and 19723 (Hospital) are hereby cancelled and Reserve 2909 (Water) is hereby reduced.

4937/22.

HARVEY AGRICULTURAL AREA.—No. 22161 (Public Utility).—Bounded on the north-westward and north by Road No. 6279, on the east by Lot 343, on the south by Lot 340, on the south-westward by the Logue Brook drain. (About 155a.) (Plan 383A/40, C2.)

2594/37.

KALGOORLIE.—No. 22162 (Railway Water Supply).—Lot No. 3280. (1a. Or. 33.2p.) (Plans Kalgoorlie, Sheets 2 and 3.)

842/40.

NINGHAN (Bonnie Rock).—No. 22163 (Water).—Location No. 3068. (About 170a.) (Plan 67/80, B3; O.P. 3966.)

2032/38.

NINGHAN (Bonnie Rock).—No. 22164 (Recreation).—Location No. 3796. (18a. 2r.) (Diagram 58992; Plan 67/80, B3.)

G. L. NEEDHAM,
 Under Secretary for Lands.

THE CEMETERIES ACT, 1897.

Geraldton Cemetery—Amendment of By-laws.

Department of Lands and Surveys,
 Corres. 6886/03. Perth, 22nd May, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the above Act, of Schedule A of the by-laws for the control of the Geraldton Cemetery being amended as follows:—

Deletion of:—The Rates for ordinary funerals will be thus:—

	£	s.	d.
For adults	2	13	6
For returned soldiers and sailors	1	13	6
For children under 7 years	2	3	6
For stillborn child	0	16	0

Addition of:—The Rates for ordinary funerals will be thus:—

	£	s.	d.
Adults	2	16	0
Returned soldiers and sailors	1	16	0
Children under 7 years	2	6	0
Stillborn child	0	16	0
Burial in reopened grave—Adult	1	16	0
Child	1	6	0

(This includes Minister's fees and iron tablet.)

G. L. NEEDHAM,
 Under Secretary for Lands.

CEMETERIES ACT, 1897.

Appointment of Trustees—Boulder Cemetery.

Department of Lands and Surveys,
 Perth, 22nd May, 1940.

Corres. No. 11015/02, Vol. 2.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint, under the provisions of the above Act, the Rev. Joseph Frederick

Boon as a Trustee of the Boulder Cemetery, and to cancel the appointment of Messrs. Herbert Radcliffe Clark and William Bennett Bartlett as Trustees of the said Cemetery.

G. L. NEEDHAM,
Under Secretary for Lands.

ERRATA.

Department of Lands and Surveys,
Corres. No. 4868/95. Perth, 22nd May, 1940.
IN the notice published in the *Government Gazette* of the 17th instant, page 1044, resuming certain land for a widening of Road No. 818, for "Sussex Location N," wherever mentioned, read "Sussex Location h."

Corres. No. 1071/16.
IN the notice published in the *Government Gazette* of the 26th April last, page 618, in the resumption notice relating to an extension of Road No. 6349, in the second last line, for "Avon Location 7221" read "Avon Location 13375."

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Prohibition of Sale or Use of Wax Matches in the Mukinbudin Road District.

Department of Lands and Surveys,
Corres. No. 1707/38. Perth, 22nd May, 1940.
IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has totally prohibited, under section 12 of the Bush Fires Act, 1937, the sale or use of wax matches within the boundaries of the Mukinbudin Road District.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Department of Lands and Surveys,
Corres. No. 131/40. Perth, 22nd May, 1940.
IT is hereby notified, for general information, that the Ruabon, Hithergreen, Carbunup, Yelverton, and Acton Park Bush Fire Brigades, and the Yallingup, Metricup, Yalyalup, Ambergate, Newtown, Marybrook, and Yoon-garillup Bush Fire Brigades were duly registered as Bush Fire Brigades on the 18th day of March, 1940, and the 5th day of April, 1940, respectively, in accordance with the provisions of the above Act, and His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the following by-laws for the establishment, maintenance, and equipment of the said Bush Fire Brigades.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

By-laws of the Sussex Road Board relating to the Establishment, Maintenance, and Equipment of Bush Fire Brigades for the Road District of Sussex.

Definitions.

For the purposes of these by-laws, unless otherwise indicated:—

- "Board" shall mean the Sussex Road Board.
- "District" shall mean the Sussex Road District.
- "Secretary" shall mean the secretary of the Sussex Road Board.

Establishment of Brigades.

1. On the resolution of the Board to establish, maintain, and equip a Bush Fire Brigade under the provisions of the Bush Fires Act, 1937, and regulations thereunder, the Brigade shall be formed in accordance with these by-laws, and a name shall be given to the Brigade and application, accompanied by a copy of these by-laws, shall be made to the Minister for Lands for its registration accordingly.

A Bush Fire Brigade may be established for the whole of the road district or for any specified area thereof: Provided that, unless the resolution of the Board establishing a Bush Fire Brigade specifies therein only a part of the district as the area for which such Brigade is established, the Brigade shall be deemed to be established for the whole of the said road district.

Appointment of Officers.

2. The Board shall appoint a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as it shall deem necessary to act as officers of the Brigade, and who in the Board's opinion have the necessary qualification and knowledge of the district required in such capacities.

3. The secretary of the Board, or other such person as the Board may appoint, shall be the secretary of the Brigade.

4. The Board may appoint an Equipment Officer, who shall be responsible for the custody and maintenance in good order and condition of all equipment and appliances acquired by the Board for the purposes of the Brigade. Such officer may station such equipment at a depot approved by the captain, where, if possible, motor trucks can easily be called upon. If there are more than one such depots in the area, the Equipment Officer shall appoint at each depot a person to look after the equipment and have it ready for immediate use when required.

5. The Board shall appoint Bush Fire Control Officers in accordance with the requirements of the district and may prescribe the area over which each such officer shall have jurisdiction. The employment, dismissal, and payment for services of persons (other than officers) employed for duties under this Act shall be vested in the chairman and secretary of the Board jointly.

6. Any officer or secretary of a Brigade may be suspended by the Bush Fire Control Officer for any breach or neglect of duty, and the Bush Fire Control Officer shall immediately report any such suspension to the Board, which shall have power to confirm such suspension for a stated period, or to cancel same.

7. The Board may dismiss at any time any officer appointed in accordance with these by-laws.

Duties of Officers.

8. The duties of all officers appointed under these by-laws shall be as laid down in the provisions of the Bush Fires Act, 1937, and each officer so appointed shall be supplied with a copy of the Act and regulations. The captain shall have full control over the members of the Brigade whilst engaged in fire-fighting, and shall issue instructions as to the methods to be adopted by the firemen. In the absence of the captain, the first lieutenant, and, in the absence of the first, the second lieutenant or senior officer of the Brigade present at the fire, shall exercise all the power and duties of the captain. The captain shall, when so directed by the Board, instruct all land owners or occupiers to plough a break or breaks on all cleared land or land under pasture, and all land that has been trespassed on. The width of the break to be arranged between the Bush Fire Brigade and the owner or occupier of the land.

Membership of Brigade.

9. (1) The membership of a Bush Fire Brigade may consist of the following:—(a) Subscribing members; (b) fire-fighting members, and (c) associate members.

(2) Subscribing members shall be those persons, who, being interested in forwarding the objects of the Brigade, pay an annual subscription to the funds of the Brigade at the following rates:—

	s.	d.
(i) Owner or occupier of land within the Brigade Area—minimum subscription of	10	0
(ii) Other persons—a minimum subscription of	5	0

(3) Fire-fighting members shall be those persons, being able-bodied men over 18 years of age who are willing to render service at any bush fire when called up, and who signs an undertaking in the form contained in the First Schedule of these by-laws.

(4) Associate members shall be those persons who are willing to supply free motor transport for fire-fighters or equipment, or are prepared to render other approved assistance, and who sign an undertaking in the form contained in the Second Schedule to these by-laws.

(5) No fees or subscriptions shall be payable either by fire-fighting members or associate members, and the enrolment of persons as such members shall in every case be subject to the approval of the Board.

(6) A subscribing member shall be eligible for enrolment as a fire-fighting member.

Finance.

10. The expenditure incurred by the Board in the purchase of equipment, etc., in payment of services and generally for the purposes of this Act, shall be a charge on the ordinary revenue of the Board, but the secretary shall keep a separate record of the expenditure incurred under this Act.

Meetings of Brigade.

11. Every Brigade shall meet not less than once in every three months, and may meet as often as shall be necessary. A captain may summon a meeting of his Brigade at any time he shall consider necessary, and shall do so whenever instructed so to do by the Board.

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Sussex Road Board (a local authority under the provisions of such Act) at a meeting held at West Busselton, on 27th January, 1940.

SYDNEY CARTER,
Chairman.
M. W. S. GREATOREX,
Secretary.

First Schedule.

FORM OF ENROLMENT—FIRE-FIGHTING MEMBER.

I, the undersigned, hereby make application to be enrolled as a Fire-fighting Member of the..... Bush Fire Brigade.

My private address is.....

My business address is.....

I can be communicated with by Telephone No.....

If needed, I can provide my own transport to the scene of any outbreak. (This line to be struck out if not applicable.)

I hereby declare that I am over 18 years of age, and in good health.

On election by the Committee as a Fire-fighting Member I hereby undertake—

- 1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to give assistance in fire-fighting measures when called upon, and on such occasions to obey all orders and instructions issued by duly authorised officers of the Brigade.

Applicant's signature.....
Date.....

Second Schedule.

FORM OF ENROLMENT—ASSOCIATE MEMBER.

I, the undersigned, hereby make application for enrolment as an Associate Member of the..... Bush Fire Brigade.

(a) I am prepared to offer to transport fire-fighting members and/or equipment to the scene of any outbreak when called upon. I have a motor vehicle of the following type..... available for such purpose.

(b) I am prepared to offer my services in the following capacity:—

.....
.....
.....

(Paragraph (a) or (b) above may be struck out if both do not apply.)

My private address is.....

My business address is.....

I can be communicated with by Telephone No.....

On election as an Associate Member by the Committee I hereby undertake—

- 1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to assist in fire suppression work in the above capacity when called upon.

Applicant's signature.....
Date.....

THE BUSH FIRES ACT, 1937.

Department of Lands and Surveys,
Corres. No. 2459/39. Perth, 22nd May, 1940.

IT is hereby notified, for general information, that the Dingup Bush Fire Brigade was duly registered as a Bush Fire Brigade on the 3rd day of April, 1940, in accordance with the provisions of the above Act, and His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the following by-laws for the establishment, maintenance, and equipment of the said Bush Fire Brigade.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

By-laws of the Manjimup Road Board relating to the Establishment, Maintenance, and Equipment of Bush Fire Brigades for the Road District of Manjimup.

Establishment of Brigade.

1. On the resolution of the Board to establish, maintain, and equip a Bush Fire Brigade under the provisions of the Bush Fires Act, 1937, and regulations thereunder, the Brigade shall be formed in accordance with these by-laws, and a name shall be given to the Brigade and application, accompanied by a copy of these by-laws, shall be made to the Minister for Lands for its registration accordingly.

A Bush Fire Brigade may be established for the whole of the road district or for any specified area thereof: Provided that, unless the resolution of the Board establishing a Bush Fire Brigade specifies therein only a part of the district as the area for which such Brigade is established, the Brigade shall be deemed to be established for the whole of the said road district.

Appointment of Officers.

2. The Board shall appoint a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as it shall deem necessary to act as officers of the Brigade, and who in the Board's opinion have the necessary qualification and knowledge of the district required in such capacities.

3. The secretary of the Board, or such other person as the Board may appoint, shall be the secretary of the Brigade.

4. The Board may appoint an Equipment Officer, who shall be responsible for the custody and maintenance in good order and condition of all equipment and appliances acquired by the Board for the purposes of the Brigade. Such officer may station such equipment at a depot approved by the captain, where, if possible, motor trucks can easily be called upon. If there are more than one such depots in the area, the Equipment Officer shall appoint at each depot a person to look after the equipment and have it ready for immediate use when required.

5. The Board shall appoint Bush Fire Control Officers in accordance with the requirements of the district and may prescribe the area over which each officer shall have jurisdiction. The employment, dismissal, and payment for services of persons (other than officers) employed for duties under this Act shall be vested in the chairman and secretary of the Board jointly.

Duties of Officers.

6. The duties of all officers appointed under these by-laws shall be as laid down in the provisions of the Bush Fires Act, 1937, and each officer so appointed

shall be supplied with a copy of the Act and regulations. The captain shall have full control over the members of the Brigade whilst engaged in fire-fighting, and shall issue instructions as to the methods to be adopted by the firemen. In the absence of the captain, the first lieutenant, and, in the absence of the first, the second lieutenant or senior officer of the Brigade present at the fire, shall exercise all the power and duties of the captain. The captain shall, when so directed by the Board, instruct all land owners or occupiers to plough a break or breaks on all cleared land or land under pasture.

Membership of Brigade.

7. (1) The membership of a Bush Fire Brigade may consist of the following:—(a) Subscribing members; (b) fire-fighting members, and (c) associate members.

(2) Subscribing members shall be those persons, who, being interested in forwarding the objects of the Brigade, pay an annual subscription to the funds of the Brigade at the following rates:—

	s.	d.
(i) Owner or occupier of land within the Brigade Area—minimum subscription of	10	0
(ii) Other persons—a minimum subscription of	5	0

(3) Fire-fighting members shall be those persons, being able-bodied men over 18 years of age who are willing to render service at any bush fire when called upon, and who sign an undertaking in the form contained in the First Schedule to these by-laws.

(4) Associate members shall be those persons who are willing to supply free motor transport for fire-fighters or equipment, or are prepared to render other approved assistance, and who sign an undertaking in the form contained in the Second Schedule to these by-laws.

(5) No fees or subscriptions shall be payable either by fire-fighting members or associate members, and the enrolment of persons as such members shall in every case be subject to the approval of the Board.

(6) A subscribing member shall be eligible for enrolment as a fire-fighting member.

Finance.

8. The expenditure incurred by the Board in the purchase of equipment, etc., payment for services and generally for the purposes of this Act, shall be a charge on the ordinary revenue of the Board, but the secretary shall keep a separate record of the expenditure incurred under this Act.

Meetings of Brigade.

9. (a) The Brigade shall hold its general meeting on the last Wednesday in September of each year.

(b) Ordinary meetings to be held as required and when called by the captain or secretary.

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Manjimup Road Board (a local authority under the provisions of such Act) at a meeting held at Manjimup on 9th March, 1940.

(Sgd.) R. G. NOCK,
Chairman.

(Sgd.) J. SMITH,
Secretary.

First Schedule.

FORM OF ENROLMENT—FIRE-FIGHTING MEMBER.

I, the undersigned, hereby make application to be enrolled as a Fire-fighting Member of the..... Bush Fire Brigade.

My private address is.....

My business address is.....

I can be communicated with by Telephone No.....

If needed, I can provide my own transport to the scene of any outbreak. (This line to be struck out if not applicable.)

I hereby declare that I am over 18 years of age, and in good health.

On election by the Committee as a Fire-fighting Member I hereby undertake—

1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to give assistance in fire-fighting measures when called upon, and on such occasions to obey all orders and instructions issued by duly authorised officers of the Brigade.

Applicant's signature.....

Date.....

Second Schedule.

FORM OF ENROLMENT—ASSOCIATE MEMBER.

I, the undersigned, hereby make application for enrolment as an Associate Member of the..... Bush Fire Brigade.

(a) I am prepared to offer to transport fire-fighting members and/or equipment to the scene of any outbreak when called upon. I have a motor vehicle of the following type..... available for such purpose.

(b) I am prepared to offer my services in the following capacity:—

.....
.....
.....

(Paragraph (a) or (b) above may be struck out if both do not apply.)

My private address is.....

My business address is.....

I can be communicated with by Telephone No.....

On election as an Associate Member by the Committee I hereby undertake—

1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to assist in fire suppression work in the above capacity when called upon.

Applicant's signature.....

Date.....

THE BUSH FIRES ACT, 1937.

Department of Lands and Surveys,
Corres. No. 589/40. Perth, 22nd May, 1940.

IT is hereby notified, for general information, that the Irwin District Road Board Bush Fire Brigade was duly registered as a Bush Fire Brigade on the 30th day of April, 1940, in accordance with the provisions of the above Act, and His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the following by-laws for the establishment, maintenance, and equipment of the said Bush Fire Brigade.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

By-laws of the Irwin Road Board relating to the Establishment, Maintenance, and Equipment of Bush Fire Brigades for the Road District of Irwin.

Establishment of Brigade.

1. On the resolution of the Board to establish, maintain, and equip a Bush Fire Brigade under the provisions of the Bush Fires Act, 1937, and regulations thereunder, the Brigade shall be formed in accordance with these by-laws, and a name shall be given to the Brigade and application, accompanied by a copy of these by-laws, shall be made to the Minister for Lands for its registration accordingly.

A Bush Fire Brigade may be established for the whole of the road district or for any specified area thereof: Provided that, unless the resolution of the Board establishing a Bush Fire Brigade specifies therein

only a part of the district as the area for which such Brigade is established, the Brigade shall be deemed to be established for the whole of the said road district.

Appointment of Officers.

2. The Board shall appoint a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as it shall deem necessary to act as officers of the Brigade, and who in the Board's opinion have the necessary qualification and knowledge of the district required in such capacities.

3. The secretary of the Board, or such other person as the Board may appoint, shall be the secretary of the Brigade.

4. The Board may appoint an Equipment Officer, who shall be responsible for the custody and maintenance in good order and condition of all equipment and appliances acquired by the Board for the purposes of the Brigade. Such officer may station such equipment at a depot approved by the captain, where, if possible, motor trucks can easily be called upon. If there are more than one such depots in the area, the Equipment Officer shall appoint at each depot a person to look after the equipment and have it ready for immediate use when required.

5. The Board shall appoint Bush Fire Control Officers in accordance with the requirements of the district and may prescribe the area over which each such officer shall have jurisdiction. The employment, dismissal, and payment for services of persons (other than officers) employed for duties under this Act shall be vested in the chairman and secretary of the Board conjointly.

Duties of Officers.

6. The duties of all officers appointed under these by-laws shall be as laid down in the provisions of the Bush Fires Act, 1937, and each officer so appointed shall be supplied with a copy of the Act and regulations. The captain shall have full control over the members of the Brigade whilst engaged in fire-fighting, and shall issue instructions as to the methods to be adopted by the firemen. In the absence of the captain, the first lieutenant, and, in the absence of the first, the second lieutenant or senior officer of the Brigade present at the fire, shall exercise all the power and duties of the captain. The captain shall, when so directed by the Board, instruct all land owners or occupiers to plough a break or breaks on all cleared land or land under pasture.

Membership of Brigade.

7. (1) The membership of a Bush Fire Brigade may consist of the following:—(a) Subscribing members; (b) fire-fighting members, and (c) associate members.

(2) Subscribing members shall be those persons, who, being interested in forwarding the objects of the Brigade, pay an annual subscription to the funds of the Brigade at the following rates:—

	s. d.
(i) Owner or occupier of land within the Brigade Area—minimum subscription of	10 0
(ii) Other persons—a minimum subscription of	5 0

(3) Fire-fighting members shall be those persons, being able-bodied men over 18 years of age who are willing to render service at any bush fire when called upon, and who sign an undertaking in the form contained in the First Schedule to these by-laws.

(4) Associate members shall be those persons who are willing to supply free motor transport for fire-fighters or equipment, or are prepared to render other approved assistance, and who sign an undertaking in the form contained in the Second Schedule to these by-laws.

(5) No fees or subscriptions shall be payable either by fire-fighting members or associate members, and the enrolment of persons as such members shall in every case be subject to the approval of the Board.

(6) A subscribing member shall be eligible for enrolment as a fire-fighting member.

Finance.

8. The expenditure incurred by the Board in the purchase of equipment, etc., payment for services and generally for the purposes of this Act, shall be a charge

on the ordinary revenue of the Board, but the secretary shall keep a separate record of the expenditure incurred under this Act.

Meetings of Brigade.

9. On the first Saturday in each month.

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Irwin Road Board (a local authority under the provisions of such Act) at a meeting held at Dongarra on 2nd March, 1940.

(Sgd.) R. W. CLARKSON,
Chairman.
(Sgd.) FRANK HERBERT,
Secretary.

First Schedule.

FORM OF ENROLMENT—FIRE-FIGHTING MEMBER.

I, the undersigned, hereby make application to be enrolled as a Fire-fighting Member of the..... Bush Fire Brigade.

My private address is.....
My business address is.....
I can be communicated with by Telephone No.....
If needed, I can provide my own transport to the scene of any outbreak. (This line to be struck out if not applicable.)

I hereby declare that I am over 18 years of age, and in good health.

On election by the Committee as a Fire-fighting Member I hereby undertake—

1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to give assistance in fire-fighting measures when called upon, and on such occasions to obey all orders and instructions issued by duly authorised officers of the Brigade.

Applicant's signature.....
Date.....

Second Schedule.

FORM OF ENROLMENT—ASSOCIATE MEMBER.

I, the undersigned, hereby make application for enrolment as an Associate Member of the..... Bush Fire Brigade.

- (a) I am prepared to offer to transport fire-fighting members and/or equipment to the scene of any outbreak when called upon. I have a motor vehicle of the following type..... available for such purpose.
- (b) I am prepared to offer my services in the following capacity:—

.....
.....
.....
(Paragraph (a) or (b) above may be struck out if both do not apply.)

My private address is.....
My business address is.....
I can be communicated with by Telephone No.....

On election as an Associate Member by the Committee I hereby undertake—

1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to assist in fire suppression work in the above capacity when called upon.

Applicant's signature.....
Date.....

BUSH FIRES ACT, 1937.

Department of Lands and Surveys,

Corres. No. 2225/39. Perth, 22nd May, 1940.

By-laws of the Collie Road Board relating to the Establishment, Maintenance, and Equipment of Bush Fire Brigades for the Road District of Collie.

Establishment of Brigade.

1. On the resolution of the Board to establish, maintain, and equip a Bush Fire Brigade under the provisions of the Bush Fires Act, 1937, and regulations thereunder, the Brigade shall be formed in accordance with these by-laws, and a name shall be given to the Brigade and application, accompanied by a copy of these by-laws, shall be made to the Minister for Lands for its registration accordingly.

A Bush Fire Brigade may be established for the whole of the road district or for any specified area thereof: Provided that, unless the resolution of the Board establishing a Bush Fire Brigade specifies therein only a part of the district as the area for which such Brigade is established, the Brigade shall be deemed to be established for the whole of the said road district.

Appointment of Officers.

2. The Board shall appoint a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as it shall deem necessary to act as officers of the Brigade, and who in the Board's opinion have the necessary qualification and knowledge of the district required in such capacities.

3. The secretary of the Board, or such other person as the Board may appoint, shall be the secretary of the Brigade.

4. The Board may appoint an Equipment Officer, who shall be responsible for the custody and maintenance in good order and condition of all equipment and appliances acquired by the Board for the purposes of the Brigade. Such officer may station such equipment at a depot approved by the captain, where, if possible, motor trucks can easily be called upon. If there are more than one such depots in the area, the Equipment Officer shall appoint at each depot a person to look after the equipment and have it ready for immediate use when required.

5. The Board shall appoint Bush Fire Control Officers in accordance with the requirements of the district and may prescribe the area over which each such officer shall have jurisdiction. The employment, dismissal, and payment for services of persons (other than officers) employed for duties under this Act shall be vested in the chairman and secretary of the Board conjointly.

Duties of Officers.

6. The duties of all officers appointed under these by-laws shall be as laid down in the provisions of the Bush Fires Act, 1937, and each officer so appointed shall be supplied with a copy of the Act and regulations. The captain shall have full control over the members of the Brigade whilst engaged in fire-fighting, and shall issue instructions as to the methods to be adopted by the firemen. In the absence of the captain, the first lieutenant, and, in the absence of the first, the second lieutenant or senior officer of the Brigade present at the fire, shall exercise all the power and duties of the captain. The captain shall, when so directed by the Board, instruct all land owners or occupiers to plough a break or breaks on all cleared land or land under pasture.

Membership of Brigade.

7. (1) The membership of a Bush Fire Brigade may consist of the following:—(a) Subscribing members; (b) fire-fighting members, and (c) associate members.

(2) Subscribing members shall be those persons, who, being interested in forwarding the objects of the Brigade, pay an annual subscription to the funds of the Brigade at the following rates:—

	s.	d.
(i) Owner or occupier of land within the Brigade Area—minimum subscription of	10	0
(ii) Other persons—a minimum subscription of	5	0

(3) Fire-fighting members shall be those persons, being able-bodied men over 18 years of age who are willing to render service at any bush fire when called

upon, and who sign an undertaking in the form contained in the First Schedule to these by-laws.

(4) Associate members shall be those persons who are willing to supply free motor transport for fire-fighters or equipment, or are prepared to render other approved assistance, and who sign an undertaking in the form contained in the Second Schedule to these by-laws.

(5) No fees or subscriptions shall be payable either by fire-fighting members or associate members, and the enrolment of persons as such members shall in every case be subject to the approval of the Board.

(6) A subscribing member shall be eligible for enrolment as a fire-fighting member.

Finance.

8. The expenditure incurred by the Board in the purchase of equipment, etc., payment for services and generally for the purposes of this Act, shall be a charge on the ordinary revenue of the Board, but the secretary shall keep a separate record of the expenditure incurred under this Act.

Meetings of Brigade.

9. One annual meeting and at least one meeting prior to and one immediately after the bush fire season each year, and other meetings as the Captain of the Brigade may deem necessary. Minutes of such meetings shall be recorded.

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Collie Road Board (a local authority under the provisions of such Act) at a meeting held at Collie on 4th March, 1940.

(Sgd.) G. A. JONES,
Chairman.
(Sgd.) R. C. H. HOUGH,
Secretary.

First Schedule.

FORM OF ENROLMENT—FIRE-FIGHTING MEMBER.

I, the undersigned, hereby make application to be enrolled as a Fire-fighting Member of the..... Bush Fire Brigade.

My private address is.....
My business address is.....

I can be communicated with by Telephone No.....
If needed, I can provide my own transport to the scene of any outbreak. (This line to be struck out if not applicable.)

I hereby declare that I am over 18 years of age, and in good health.

On election by the Committee as a Fire-fighting Member I hereby undertake—

1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to give assistance in fire-fighting measures when called upon, and on such occasions to obey all orders and instructions issued by duly authorised officers of the Brigade.

Applicant's signature.....
Date.....

Second Schedule.

FORM OF ENROLMENT—ASSOCIATE MEMBER.

I, the undersigned, hereby make application for enrolment as an Associate Member of the..... Bush Fire Brigade.

- (a) I am prepared to offer to transport fire-fighting members and/or equipment to the scene of any outbreak when called upon. I have a motor vehicle of the following type..... available for such purpose.
- (b) I am prepared to offer my services in the following capacity:—

(Paragraph (a) or (b) above may be struck out if both do not apply.)

My private address is.....
 My business address is.....
 I can be communicated with by Telephone No.....

On election as an Associate Member by the Committee I hereby undertake—

1. to promote the objects of the Brigade as far as shall be in my power;
2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;
3. to use my best endeavours to assist in fire suppression work in the above capacity when called upon.

Applicant's signature.....

Date.....

BUSH FIRES ACT, 1937.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,
 Perth, 22nd May, 1940.

IT is hereby notified, for general information, that the following Bush Fire Control Officers have been appointed:—

Corres. No. 870/40:—Williams Road Board—Messrs. William G. Cowcher, of Quindanning; Aubrey Fowler, of Congelin; Leslie R. Groth, of Tarwonga, and Herbert H. F. Cowcher, Arnold Rintoul, and Louis Fairhead, all of Williams;

Corres. No. 446/40:—Municipality of Geraldton—Mr. William Hawkins Sewell.

G. L. NEEDHAM,
 Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
 Perth, 22nd May, 1940.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale, under the conditions specified, by public auction, as provided by the Land Act, 1933-1939, at the following upset prices:—

Applications to be lodged at Albany.

6225/09, Vol. 3.

DENMARK, Town, 260, £15; Suburban for cultivation, 326, 327, and 328 (5a. each), £16 each; 329 (4a. 1r. 14p.), £13; Lots 326 to 329, inclusive, are subject to the payment of £26 10s., £6 10s., £5 10s. and £8 10s. respectively for improvements.

Applications to be lodged at Bridgetown.

460/98.

DONNYBROOK, Town, 13 (1a.), £20; Reserve 5450 (Congregational Church) is hereby cancelled.

Applications to be lodged at Kalgoorlie.

4777/01.

BOULDER, Town, 808 (Dart street), £15.

1573/17, Vol. 4.

KALGOORLIE, Town, 2330 (Lewis street), £15; 1770 (Sutherland street), £12; subject to payment for improvements (if any).

301/95, Vol. 2.

NORSEMAN, Town, 152 (1r.), £20; subject to payment for improvements to the value of £520, if purchased by other than the owner of same.

1287/34, Vol. 2.

NORSEMAN, Town, 611 to 658, inclusive, 1063, 1091 to 1097, inclusive, and 1126 to 1129, inclusive, £20 each; Reserves 4061, 4062, 4064, 6387, 6388, and 6389 (Public Utility) are hereby cancelled.

Applications to be lodged at Perth.

760/36, Vol. 2.

AGNEW, Town, 111, £12 10s.; available subject to payment for improvements, if purchased by other than the owner of same.

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

G. L. NEEDHAM,
 Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING

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

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 3818/96, 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.

NOW OPEN.

PERTH LAND AGENCY.

Inering Estate (Victoria District).

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

Corres. 718/23. (Plan 95/80, BCL.)

Location 10, containing 898a. 2r. 7p.; purchase money—£1,168 2s. 2d.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£26 5s. 8d.; to civilians, at 5 per cent. p.a.—£29 4s. 1d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£32 11s. 3d.; to civilians, at 5 per cent. p.a.—£34 12s. 10d.; subject to Agricultural Bank and Industries Assistance Board indebtedness and to the Midland Railway Company's mineral reservations; being Mr. Frame's forfeited Lease 20/2008.

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, 103, 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.

WEDNESDAY, 5th JUNE, 1940.

BEVERLEY LAND AGENCY.

Short's Estate—Avon District (about eight miles north-west of Bullaring).

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

Corr. No. 7395/20. (Plans 344/80, A4; and 377A/40, A1.)

Locations 11631 and 11632, containing 1,000a.; purchase money—£1,150; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£25 17s. 6d.; to civilians, at 5 per cent. p.a.—£28 15s.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£32 1s. 2d.; to civilians, at 5 per cent. p.a.—£34 2s. 1d.; subject to Agricultural Bank and I.A.B. indebtedness; this holding will only be approved to the applicant who satisfies the Land Board that he possesses the necessary capital and experience to successfully develop the holding; being C. J. Worner's forfeited Lease 20/1713.

Avon District (near Corrigin).

Corr. No. 405/37. (Plan 344/80, C3.)

Locations 21938 and 21949, containing 40a. 3r. 3p., at 8s. per acre; classification page 8 of 5535/21; exempt from road rates for two years from date of approval of application and subject to payment for improvements; being J. L. Barron's forfeited Lease 347/1352.

BUNBURY LAND AGENCY.

Wellington District (about two miles west of Cookernup).

Corr. No. 104/38. (Plan 383D/40, B & C3.)

Location 4224, containing 1,202a. Or. 38p., at 4s. 6d. per acre; classification page 14 of 1997/30; exempt from road rates for two years from date of approval of application and subject to timber conditions; being J. MacPherson's forfeited Lease 348/790.

GERALDTON LAND AGENCY.

Victoria District (near Binnu).

Corr. No. 5224/10. (Plans 160/80, B1, and 191/80, B4.)

Location 4541, containing 757a. 1r. 22p., at 6s. 2d. per acre; Location 6603, containing 2,490a., at 2s. 5d. per acre, and Location 4545, containing 984a. 1r. 5p., at 7s. 8d. per acre; subject to Agricultural Bank and I.A.B. indebtedness and to mining conditions and a cropping lease expiring 21st March, 1941; being W. F. and M. O'Connor's forfeited Leases 26167/55, 7599/68, and 8970/56.

Victoria District (about six miles north-west of Tenindewa).

Corr. No. 2914/23. (Plan 156/80, B1 & 2.)

Location 6091, containing 2,522a., at 2s. 3d. per acre; classification page 32 of 1442/12, Vol. 1; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 19/3/37.

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

Corr. No. 2166/33. (Plan 96/80, C3 & 4.)

Locations 4813, 7776, and 8518, containing 4,078a. Or. 12p., at 4s. 3d. per acre; classifications page 5 of 6294/10 and pages 33 and 18 of 5224/26; subject to payment for improvements, if any; being E. Helliwell's forfeited Lease 68/3959.

Victoria District (about 19 miles north-east of Latham).

Corr. No. 2637/37. (Plan 96/80, D1.)

Location 7768, containing 2,533a. Or. 36p., at 3s. 6d. per acre; classification page 10 of 4073/25; exempt from road rates for two years from date of approval of application; being J. H. Turner's forfeited Lease 347/1665.

Victoria District (about 29 miles north-west of Mullewa).

Corr. No. 2538/30. (Plan 161/80, B1 & 2.)

Location 9365, containing 3,600a. Or. 21p., at 2s. 6d. per acre; classification page 7 of 2538/30; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 6/8/37.

Victoria District (about 16 miles north-west of Mullewa).

Corr. No. 2920/30. (Plan 161/80, C3.)

Location 9400, containing 159a. 3r. 28p., at 5s. per acre; classification page 4 of 2920/30; exempt from road rates for two years from date of approval of application. This cancels the previous *Government Gazette* notice dated 1/10/36.

Victoria District (about four miles south-east of Ajana).

Corr. No. 724/20. (Plan 191/80, B4.)

Location 7159, containing 4,987a. 2r. 36p., at 1s. 9d. per acre; classification page 25 of 724/20; and location 7413, containing 250a. Or. 31p., at 2s. 9d. per acre; classification page 3 of 74/21; subject to Agricultural Bank and I.A.B. indebtedness and mining conditions. This cancels the previous *Gazette* notice dated 19/3/37.

Victoria District (about 16 miles north-east of Yuna).

Corr. No. 2774/33. (Plans 161/80, A. & B2 & 3.)

Location 9331, containing 1,790a. 3r. 9p., at 3s. 3d. per acre; classification page 8 of 1553/30; subject to payment for improvements, if any. This cancels the previous *Gazette* notice dated 5/11/37.

Victoria District (about 12 miles north-east of Gutha).

Corr. No. 388/28. (Plan 128/80, D1 & 2.)

Location 8817, containing 1,884a. 2r. 33p., at 4s. 6d. per acre; classification page 8 of 388/28; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 14/5/37.

Victoria District (about 16 miles north-east of Yuna).

Corr. No. 4253/29. (Plan 160/80, F1.)

Location 9427, containing 1,968a. Or. 26p., at 1s. 6d. per acre; classification page 20 of 4253/29; subject to mining conditions. This cancels the previous *Gazette* notice dated 16/9/31.

NARROGIN LAND AGENCY.

Roe District (near Lake Varley).

Corr. No. 4744/28. (Plan 374/80, A4.)

Location 1213, containing 425a. 1r. 16p., at 3s. per acre; classification page 11 of 4744/28; exempt from road rates for two years from date of approval of application; being W. O. Goldsmith's forfeited Lease 68/560.

NORTHAM LAND AGENCY.

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

Corr. No. 2578/37. (Plan 25/80, E1.)

Locations 15635 and 25205, containing 1,725a. Or. 36p., at 3s. 9d. per acre; classification page 24 of 2578/37; subject to payment for improvements and exempt from road rates for two years from date of approval of application; being J. F. H. Morton's forfeited Lease 347/1698.

Avon District (about four miles south-east of Muntadgin).

Corr. No. 885/37. (Plan 5/80, D. & E1.)

Location 19205, containing 981a., at 6s. 6d. per acre; classification page 62 of 4117/12, Vol. 1; subject to payment for improvements and exempt from road rates for two years from date of approval of application; being C. G. Buegge's forfeited Lease 348/696.

Avon District (about 1½ miles south-east of Bencubbin).

Corr. No. 509/39. (Plan 55/80, C3.)

Location 25487, containing 762a. 1r. 37p., at 4s. 9d. per acre; classification page 5 of 4240/30; subject to Minister for Lands' indebtedness (wire netting) and payment for other improvements to the Lands Department; also a cropping lease expiring 28/2/41; also Location 26684, containing 97a. Or. 36p., at 8s. 3d. per acre; classification page 108 of 2824/14; subject to payment for improvements, if any; being B. W. G. Hopwood and D. N. Weyman's cancelled application.

PERTH LAND AGENCY.

Murray District (near Pindalup).

Open under Part V. (section 54.)

Corr. No. 271/32. (Plan 380C/40 F4.)

Location 1361, containing 12a. 1r. 36p., at 18s. 3d. per acre; classification page 190 of 2148/26, Vol. 2; subject to payment for improvements, if any; being Jas. Murray's forfeited Lease 60/319.

WEDNESDAY, 12th JUNE, 1940.

ALBANY LAND AGENCY.

Kent District (about 13 miles west of Bremer Bay).

Corr. No. 1008/34. (Plan 447/80, C2.)

Locations 687 and 688, containing 1,840a. 1r. 26p., at 4s. per acre; classification page 10 of 1008/34; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being M. G. Moir's forfeited Lease 347/757.

Kent District (about 15 miles west of Bremer Bay).

Corr. No. 858/32. (Plan 447/80, C2.)

Location 413, containing 2,010a. 1r. 12p., at 4s. per acre; classification page 8 of 1085/18; exempt from road rates for two years from date of approval of application and to payment for improvements, if any; being V. J. Moir's forfeited Lease 68/3586.

BEVERLEY LAND AGENCY.

Avon District (about 2½ miles north-west of Bilbarin).

Corr. No. 2866/29. (Plan 344/80, D1.)

Locations 17610 and 26533, containing 191a. 1r., at 6s. 9d. per acre; classification page 17 of 12064/11; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 29/3/1934.

Roe District (about 19 miles north-east of Hyden).

Corr. No. 932/39. (Plan 346/80, D3.)

Location 1436, containing 997a. 2r. 9p., at 7s. 9d. per acre; classification page 2 of 350/28; exempt from road rates for two years from date of approval of application; being Dora Meeking's forfeited Lease 347/2307.

BUNBURY LAND AGENCY.

Dardanup Estate (Wellington District, near Dardanup).

Open under Part V. of the Land Act, 1933-1939, as modified by Part VIII.

Corres. 1009/36. (Plan 411D/40, B3.)

Location 27, containing 62a. 3r. 10p.; purchase money—£967 6s. 3d.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£21 15s. 3d.; to civilians, at 5 per cent. p.a.—£24 3s. 8d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£26 19s. 4d.; to civilians, at 5 per cent. p.a.—£28 13s. 9d.; subject to conditions applying to selection in this Estate and to drainage conditions; this block will be approved only to the applicant who satisfies the Land Board that he possesses the necessary capital and experience to develop the holding; subject also to payment for additional improvements, if any; being V. Ursino's forfeited Lease 3127/445.

GERALDTON LAND AGENCY.

Alma Agricultural Area (about 2 miles north-west of Baddera Siding).

Corr. No. 7813/98, Vol. 3. (Plan 160D/40, A3.)

Portion of Lot 16 and a closed road, containing together 1 acre 3 roods 31.3 perches, bounded on the east and south by Lot 18 and on the north-west by Road No. 1765, at 15s. per acre; available to adjoining holders only; Reserve 8033 (Mining) is hereby reduced.

Victoria District (about 9 miles east of Binnu).

Corr. No. 5633/27. (Plan 191/80, C4.)

Location 8747, containing 658a. 3r. 12p., at 2s. 6d. per acre; classification page 12 of 5633/27. This cancels the previous *Gazette* notice relating to this block.

Victoria District (about 22 miles east of Ajana).

Corr. No. 1001/28. (Plan 191/80, E3.)

Location 5087, containing 999a. at 3s. 3d. per acre; classification page 64 of 5674/10; exempt from road rates for two years from date of approval of application. This cancels the previous *Gazette* notice dated 7/10/37.

Victoria District (about 2 miles east of Caron).

Corr. No. 6268/27. (Plans 95/80, F1, and 96/80, A1.)

Locations 8529 and 8782, containing 1,000a. 2r. 34p., at 3s. 3d. per acre; classification page 8 of 6268/27; subject to payment for improvements, if any; being R. G. Billingham's forfeited Leases 22884/68 and 25955/74.

KATANING LAND AGENCY.

Kojonup District (near Towerup Brook).

Corr. No. 4735/24. (Plan 437D/40, A and B3.)

Open under Part V. (secs. 47 and 49 only).

Locations 8068 and 8416, containing 2,705a. 0r. 14p., at 2s. 6d. per acre; classification page 6 of 4735/24; subject to Agricultural Bank indebtedness, and eradication of the poison before the Crown grant will issue; being T. A. Dungey's forfeited Leases 18991/68 and 24457/74.

tion of the poison before the Crown grant will issue; being T. A. Dungey's forfeited Leases 18991/68 and 24457/74.

NARROGIN LAND AGENCY.

Roe District (about 4½ miles north of Lake Bidby).

Corr. No. 740/38. (Plan 388/80, A1 and 2.)

Open under Part V. (secs. 47 and 49 only).

Locations 149 and 693, containing 1,414a. 2r. 36p., at 9s. per acre; classification page 9 of 740/38; subject to Agricultural Bank and Industries Assistance Board indebtedness; being G. G. Jones's cancelled application.

NORTHAM LAND AGENCY.

Roe District (about 30 miles east of Naremben).

Corr. No. 1820/36. (Plan 6/80, B4.)

Location 255, containing 2,728a. 2r. 27p., at 3s. per acre; classification page 21 of 4025/25; subject to payment for improvements; being P. Doherty's forfeited Lease 348/549.

PERTH LAND AGENCY.

Roe District (about seven miles north-east of Lake King).

Corr. No. 1225/38. (Plan 389/80, C. & D3.)

Location 1611, containing 1,530a. 1r. 9p., at 4s. 6d. per acre; classification page 8 of 235/30; exempt from road rates for two years from date of approval of application and subject to mining conditions; being R. Bradley's forfeited Lease 348/861.

SALMON GUMS LAND AGENCY.

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

Corr. No. 413/40. (Plan 392/80, C. & D3.)

Open under Part V. (secs. 47 and 49 only).

Locations 417 and 418, containing 1,999a. 2r. 14p., at 6s. 9d. per acre; classification page 14 of 154/37; subject to Agricultural Bank's indebtedness; being W. P. Hagan's cancelled application.

THURSDAY, 13th JUNE, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (three miles north of Benjinup).

Corr. No. 8267/19. (Plan 415D/40, A3.)

Location 11322, containing 75a. 1r. 35p., at 5s. per acre, excluding survey fee; classification page 40 of file 8167/19; available subject to the usual timber reservation conditions; pastoral Lease 392/533 is hereby reduced.

Preston Agricultural Area (Brookhampton).

Corr. No. 10690/00, Vol. 2. (Plan 414A/40, C1.)

Locations 262 and 320, containing 46a. 0r. 30p. and 19a. 1r. 20p., respectively, at 7s. 6d. per acre; classifications pages 162a and 164 of File 10690/00, Vol. 2; reserve 7860 (Timber) is hereby reduced; available subject to the usual timber reservation conditions.

Preston Agricultural Area (near Brookhampton).

Corr. No. 1387/34.

Locations 311 and 312, containing 22a. 3r. 39p., at 5s. per acre; classification page 39A of File 1387/34; available subject to the usual timber reservation conditions.

Sussex District (near Margaret River).

Corr. No. 12990/09. (Plan 440A/40, A and B2.)

Location 998, containing 198a., at 8s. 6d. per acre; classification page 55A of File 12990/09; available subject to the usual timber reservation conditions; Reserve 13879 (Timber) is hereby reduced.

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

Corr. No. 2268/37. (Plan 440D/40, B and C4.)

Location 2659, containing 154a. 3r. 5p., at 11s. 6d. per acre; classification page 25 of 3650/30; exempt from road rates for two years from date of approval of application and subject to payment for improvements and to the conditions applying in this district; being J. H. Pratt's forfeited Lease 365/605.

G. L. NEEDHAM,
Under Secretary for Lands.

NORTHAM LAND AGENCY—EXTENSION
NOTICE.

Lands and Surveys Department,
Corres. 1067/22. Perth, 15th May, 1940.

IT is hereby notified, for public information, that the time for receiving applications for Ninghan Location 1761 has been extended to the 29th May, 1940. (Plan 56/80, F1.)

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

Department of Lands and Surveys,
Perth, 20th 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:—

Darling Range.

2443/04, Vol. 2.

Nos. 1846 and 168: Deviation:—A strip of land, one chain wide, leaving the present road at its junction with the north-eastern boundary of Lot 3 of Swan Location 1931 and extending (as shown on Diagram No. 60739) south-westward through the said lot and Location 2753 to rejoin the said road on the north-western boundary of the latter location.

2r. 36.9p. being resumed from Swan Location 1931.

18p. being resumed from Swan Location 2753. (Plan 1C/20, NW.)

Cranbrook.

4360/15.

No. 5444: Deviation:—A strip of land, one chain wide (widening at terminus), leaving the present road at the south-east corner of Hay Location 646 and extending west along its south boundary and north along east boundaries of Locations 456 and 410; thence (as shown on Diagram No. 57470) along the east boundary of Location 1099 to Road No. 1069.

12a. 2r. 21p. being resumed from Hay Location 646. (Plan 444/80, E1.)

Moora.

461/36.

No. 9805: Regazettal and deviation of part:—A strip of land, one chain wide, leaving the present road at the south-east corner of Lot M597 of Melbourne Location 930 and extending (as shown on L.T.O. Diagram No. 11406) westerly and north-westerly along the southern boundary of said lot to a surveyed road at its south-western corner.

3a. 2r. 14p. being resumed from Melbourne Location 930. (Plan 63/80, C3.)

Plantagenet.

1148/39.

No. 10031: Deviation:—A strip of land, one chain wide, leaving the present road opposite the north-west corner of Hay Location 846 and extending (as shown on Diagram No. 57448) north-eastward through Location 697 to rejoin the present road on its east boundary.

2r. 3.2p. being resumed from Hay Location 697. (Plan 444/80, F2.)

Dowerin.

676/33.

No. 10033: Deviation:—A strip of land, one chain wide (widening at commencement and in Avon Location 24909 and at its terminus), leaving the present road at the north-east corner of said location and extending (as shown on Diagram No. 58910) west along its north boundary; thence south along its west boundary to a surveyed road at its south-west corner.

8p. being resumed from Avon Location 18305.

6a. 2r. 34p. being resumed from Avon Location 24909.

7a. 3r. 16p. being resumed from Avon Location 24822. (Plan 56D/40, B3.)

Westonia.

549/37.

No. 10073: A strip of land, one chain wide (widening at commencement and in Reserve No. 18583 and at the terminus), commencing on the southern side of

a surveyed road in said reserve about 19 chains from its junction with the west boundary of same and extending (as shown on Plan No. 5707) south-eastward through the reserve, Yerbillon State Forest and Townsite, to the northern side of the Eastern Goldfields Railway reserve. (Plans 35/80, E4, and 24/80, E1.)

Moora.

987/91.

No. 10075: A strip of land, one chain wide (widening in Lot M1520 of Melbourne Location 926) commencing on the north boundary of Watheroo Townsite and extending (as shown on Diagram No. 60614) northward through Reserve No. 12640 and the said lot to Road No. 2446 on its western boundary.

2a. 3r. 35p. being resumed from Melbourne Location 926. (Plan 63/80, D1.)

Armadale-Kelmseott.

143/37.

No. 10077: A strip of land, one chain wide (widening at its commencement in Lot 4 of Swan Location 31, Land Titles Office Diagram No. 2506 and at its terminus), leaving a surveyed road at the north-east corner of Lot 4 and extending (as shown on Lands and Surveys Diagram No. 60653) west inside and along a north boundary of same and north-westward along a north-eastern boundary of the said lot; thence south-westward inside and along a north-western boundary of Lot 7 and north-western boundaries of Lots 4 and 2 to Albany road.

2a. 1r. 11p. being resumed from Canning Location 31. (Plan 341B/40.)

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.

I, F. A. WEDGE, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Gingin Road Board to close the said portion of road, viz.:—

Gingin.

1982/37.

G. 304: Portion of Road No. 4199 passing through Swan Locations 277 and 398; from a surveyed road in the former location to the east boundary of Location 398. (Plan 31/80, C4.)

FRED A. WEDGE.

I, P. H. Harper, on behalf of the Gingin Road Board, hereby assent to the above application to close the road therein described.

P. H. HARPER,
Chairman Gingin Road Board.

16th March, 1940.

THE ROAD DISTRICTS ACT, 1919-1939.

Closure of Road.

I, H. E. S. BAILYE, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Kojonup Road Board to close the said portion of road, viz.:—

Kojonup.

10936/05.

K. 283: The surveyed road extending through Kojonup Location 3520, from Road No. 2780 on its south boundary to its north boundary. (Plan 416D/40, B3.)

H. E. S. BAILYE.

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

R. BENN,
Chairman Kojonup Road Board.

17th May, 1940.

THE ROAD DISTRICTS ACT, 1919-1939.

Swan Road Board—Temporary Closure of Road.

Department of Lands and Surveys,

Corres. 4416/22. Perth, 24th May, 1940.

IT is hereby notified, for general information, that the Hon. the Minister for Lands having approved, on the recommendation of the Swan Road Board, of the road hereunder described being temporarily closed under section 152 of the Road Districts Act, 1919-1939, such road is closed until further notice:—

No. 78: That portion of Road No. 9353 passing along the west boundary of Lot 31 of Swan Location 12 and the whole of Road No. 6789. (Plan 1B/20, S.W.)

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

WHEREAS the NEDLANDS Road Board, by resolution passed at a meeting of the Board, held at Nedlands on or about the 8th day of April, 1940, resolved to open the road hereinafter described, that is to say:—

Corres. No. 2357/37.

No. 1424: Extension:—A strip of land, one chain wide (widening at its terminus), being the northern end of the present road at the south boundary of Swan Location 116 and extending north (as surveyed Lands Titles Office Diagram 11516) to the southern side of Kathryn crescent. (Plan Melville.)

WHEREAS the MUNDARING Road Board, by resolution passed at a meeting of the Board, held at Mundaring on or about the 24th day of May, 1939, resolved to open the road hereinafter described, that is to say:—

5204/03.

No. 1677: Widening:—Those portions of Lots 5 and 4 of Swan Location 16 (L.T.O. Plan No. 4530) bounded by lines commencing on the eastern boundary of the former 1 chain 20 links from its north-eastern corner and extending (as shown on Diagram No. 60716) 153deg. 10min. 1 chain and 197deg. 19min. 1 chain along the eastern boundaries of said lots; thence 6deg. 57min. 95.6 links and 343deg. 17min. 93.7 links through the said lots to the starting point. (Plan 1C/20, N.W.)

WHEREAS the NANNUP Road Board, by resolution passed at a meeting of the Board, held at Nannup on or about the 15th day of May, 1938, resolved to open the road hereinafter described, that is to say:—

473/31.

No. 8680: Extension:—A strip of land, one chain wide, leaving the terminus of the present road on the south-western boundary of Nelson Location 8794 and extending south-eastward along said boundary and through location 8793 and north-eastward through Location 6147 and south along part of the west boundary of Location 3741 to its south-west corner. (Plan 439D/40, B3.)

WHEREAS the NORTHAM Road Board, by resolution passed at a meeting of the Board, held at Northam on or about the 19th day of January, 1927, resolved to open the road hereinafter described, that is to say:—

410/27.

No. 9990 (regazettal):—A strip of land, one chain wide, commencing at the north-west corner of Avon Location 25151 and extending (as shown on Diagram No. 50600) east along its north boundary; thence south along its east boundary; thence south-eastward through Baker's Hill Lot 257 to the road along the northern side of the eastern Railway reserve. (Plan 2A/40, B1 and Baker's Hill.)

WHEREAS the MULLEWA Road Board, by resolution passed at a meeting of the Board, held at Mullewa on or about the 10th day of July, 1939, resolved to open the road hereinafter described, that is to say:—

2498/14.

No. 10017: Widening:—That part of Lot 9 of Victoria Location 1922 (L.T.O. Plan No. 3260) bounded by lines commencing at the south-western corner of

the said lot and extending (as shown on Lands and Surveys Plan No. 3761) 22deg. 50min. 1 chain 50 links along its western boundary; thence 146deg. 23min. 1 chain 65.8 links through said lot; thence 269deg. 57min. 1 chain 50 links along its south boundary to the starting point. (Plan 156/80, D3.)

WHEREAS the YILGARN Road Board, by resolution passed at a meeting of the Board, held at Southern Cross on or about the 14th day of October, 1939, resolved to open the road hereinafter described, that is to say:—

1943/39.

No. 10043: A strip of land, one chain wide, leaving a surveyed road opposite the south-eastern corner of Jilbadji Location 424 and extending north-eastward through vacant Crown land to a road at the south-eastern corner of Location 421. (Plan 23/80, F2.)

WHEREAS the NEDLANDS Road Board, by resolution passed at a meeting of the Board, held at Nedlands on or about the 8th day of April, 1940, resolved to open the road hereinafter described, that is to say:—

Corres. No. 2357/37.

No. 10062:—Kathryn crescent:—A strip of land, one chain wide (widening at its commencement and terminus), leaving Hackett road at the north-western corner of Lot 24 of Swan Location 116 and extending (as shown on Land Titles Office Diagram No. 11516) eastward along the northern boundaries of Lots 24 to 19, inclusive, to Adelma road. (Plan Melville.)

WHEREAS the NEDLANDS Road Board, by resolution passed at a meeting of the Board, held at Nedlands on or about the 8th day of April, 1940, resolved to open the road hereinafter described, that is to say:—

Corres. No. 2357/37.

No. 10063: Stephanie street:—A strip of land, one chain wide (widening at its commencement and terminus), leaving Garland road at a north-west corner of Swan Location 3866 and extending (as shown on Diagram No. 11517) eastward passing through Locations 3865 and 3864 and along the north boundaries of Lots 14, 13, and 12 of Melville Sub Lot 135 to Adelma road. (Plan Melville.)

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 20th day of May, 1940.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

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

1027/21.

E.26.—The surveyed road passing along part of the south-western boundary of Dalyup A.A. Lot 33, from its west corner to its junction with Road No. 9926. (Plan 423/80, B3.)

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

1339/93.

E.27:—Portion of Hicks street, bounded by lines commencing at the northern corner of Esperance Lot 103 and extending south-eastward 4 chains 30 links along part of its north-eastern boundary; thence northward to the southern corner of Lot 64 and north-westward along the south-western boundary of the latter lot to its western corner; thence south-westward to the starting point. (Plan Esperance Townsite.)

WHEREAS M. B. Annetts, being the owner of land over or along which the undermentioned road, in the DARLING RANGE Road District passes, has applied to the Darling Range Road Board to close the said road, which is more particularly described hereunder, that is to say:—

6803/22.

D. 269:—That portion of Road No. 7041 passing through Swan Location 393; from Road No. 1512 passing through said location to Road No. 8038 on its south boundary. (Plan 1C/20, N.W.)

WHEREAS O. L. Ryan, G. E. H. House, W. H. Taylor, and M. F. Cavanagh, being the owners of land over or along which the undermentioned road, in the KOJONUP Road District passes, have applied to the Kojonup Road Board to close the said road, which is more particularly described hereunder, that is to say:—

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.)

WHEREAS A. Bignell and W. F. Telfer, being the owners of land over or along which the undermentioned road, in the MERREDIN Road District passes, have applied to the Merredin Road Board to close the said road, which is more particularly described hereunder, that is to say:—

830/38.

M.402.—The surveyed road extending along part of the north-western boundary of Avon Location 15207, from the Northern-corner to Road No. 10012. (Plan 24/80 A1.)

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

683/39.

P. 357:—The surveyed road extending through Plantagenet Location 5632 and along its south-eastern boundary, from road at south-eastern corner of Location 1091 to the south-eastern corner of the former location. (Plan 451/80, D1.)

WHEREAS A. Trigwell and G. Layman, being the owners of land over or along which the undermentioned road, in the PRESTON Road District passes, have applied to the Preston Road Board to close the said road, which is more particularly described hereunder, that is to say:—

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.)

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

723/14.

Q. 60:—Portion of Road No. 4024 passing through Avon Location 17718 and along the north boundary of Reserve 10062; from Road No. 2849 on the location's west boundary to Road No. 3508 at the north-east corner of said reserve. (Plan 343B/40, E.1.)

WHEREAS C. R. Bridle, A. A. Wright, E. J. Rafferty, and A. E. Wright, being the owners of land over or along which the undermentioned road, in the SUSSEX Road District passes, have applied to the Sussex Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1112/39.

S.94:—The surveyed road passing along the east boundary of Sussex Location 229 and part of the east boundary of Location 292 and the north and east boundaries of Location 843, from Road No. 3253 at the north-east corner of the first-mentioned location to Road No. 5720. (Plans 413B/40, E2, and 413C/40, E3.)

WHEREAS P. W. Hall and J. Worton, being the owners of land over or along which the undermentioned road, in the WESTONIA Road District passes, have applied to the Westonia Road Board to close the said road, which is more particularly described hereunder, that is to say:—

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.)

WHEREAS R. Petchell, being the owner of land over or along which the undermentioned road, in the WONGAN-BALLIDU Road District passes, has applied to the Wongan-Ballidu Road Board to close the said road, which is more particularly described hereunder, that is to say:—

4270/08.

W. 587:—Portion of Road No. 3261 passing through Melbourne Location 1485 and along part of the west boundary; from a surveyed road on the location's north boundary to Road No. 9798 at its south-west corner. (Plan 64/80, D4.)

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

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

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

It is hereby notified that the said roads are closed.

Dated this 24th day of May, 1940.

G. L. NEEDHAM,
Under Secretary for Lands.

TRANSFER OF LAND ACT, 1893.

Application 1985/1939.

TAKE notice that George Eagleton Reading of Spencer street Bunbury Journalist 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 parcels of land situate in the Bunbury District and being

part of Bunbury Town Lot 195 containing 1 and six-tenths perches

Bounded on the east by part of the west boundary of Victoria street measuring 12 and nine-tenths links

On the south by part of the north boundary of Town Lot 196 measuring 79 links

And on the west and north by lines forming east and south boundaries of another part of the said Town Lot 195 measuring respectively 12 and nine-tenths links and 79 links

Bunbury Town Lot 196 containing 1 rood and one-tenth of a perch

Bounded on the east by part of the west boundary of Victoria street measuring 1 chain and two-tenths links

On the south by the north boundary of Town Lot 197 measuring 2 chains 50 and one-tenth links

On the west by part of the east boundary of Lot 378 measuring 1 chain and two-tenths of a link

And on the north by the south boundary of Town Lot 195 measuring 2 chains 50 and one-tenth links

Bunbury Town Lot 197 containing 1 rood and one-tenth of a perch

Bounded on the east by part of the west boundary of Victoria street measuring 1 chain and one-tenth of a link

On the south by part of the north boundary of Prinsep street measuring 2 chains 50 and two-tenths links

On the west by part of the east boundary of Lot 378 measuring 1 chain and one-tenth of a link

And on the north by the south boundary of Town Lot 196 measuring 2 chains and 50 and one-tenth links

And further take notice that all persons other than the applicant claiming to have any estate right title or interest in the above parcel of land and desiring to object to the said application are hereby required to lodge in this office on or before the 21st 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 17th day of May, 1940.

S. Howard-Bath, Solicitor, Perth, Solicitor for the Applicant.

THE TIMBER INDUSTRY REGULATION ACT, 1926; THE TIMBER INDUSTRY REGULATIONS, 1927.

F.D. 1293/30.

Forests Department,
Perth, 15th May, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased, under the provisions of the Timber Industry Regulation Act, 1926, and on the recommendation of the Controlling Officer appointed under the said Act, to amend the Timber Industry Regulations, 1927, made under the said Act and published in the *Government Gazette* on the 2nd day of September, 1927, in the manner mentioned in the Schedule hereunder.

S. L. KESSELL,
Conservator of Forests.

Schedule.

The abovementioned regulations are amended as follows:—By deleting from the Appendix to the said regulations the whole of Form 1 and inserting in lieu thereof a new form, as follows:—

Form No. 1.

THE TIMBER INDUSTRY REGULATION ACT, 1926.
(Regulation 12.)

Record Book.

Manager's Weekly Reports and Inspector's Entries (as required by sections 11 and 19).

Date.	Particulars of action required or taken.	Signature.

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.	
May 8	Wembley School—Additions (9059)	(2.30 p.m. on Tuesday) 28th May	Contractors' Room, Perth, on and after Tuesday, the 14th May, 1940.
May 8	Marble Bar—Mining Registrar's Quarters (9060)	11th June	Contractors' Room, Perth; Public Works Office, Carnarvon; Clerk of Courts, Port Hedland, and Mining Registrar, Marble Bar, on and after Tuesday, the 28th May, 1940.
May 22	Hollywood School—Additions (9064)	11th June	Contractors' Room, Perth, on and after Tuesday, the 28th 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.

TENDERS FOR PURCHASE.

Government Property.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
Jilbadji Hall	1940. (2.30 p.m. on Tuesday) 11th June	Public Works Department, Perth; Court House, Merredin; Police Station, Westonia, from Monday, 13th May, 1940.
East Coolup Hall	do.	Public Works Department, Perth; Court House, Pinjarra, from Monday, 13th May, 1940.
Charlie's Creek School	18th June	P.W.D., Perth, and Bunbury, from Monday, 20th May, 1940.

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

Department of Public Works,
Perth, 14th May, 1940.

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

TRAFFIC ACT, 1919-1935.

Albany Road Board—Bridge By-laws.

P.W. 1168/38.

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

- I. (a) No person in charge of any vehicle shall park or allow such vehicle to remain stationary on any bridge, or on the road approaching such bridge, within a distance of 200 (two hundred) feet of the bridge.
- (b) No person shall stand on, or otherwise behave in such manner so as to obstruct free passage of traffic along any bridge.

Passed by resolution of the Albany Road Board at a meeting held on the 12th day of April, 1940.

B. H. BURVILL,
Chairman.

W. E. SIBBALD,
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 15th day of May, 1940.

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

ROAD DISTRICTS ACT, 1919-1939.

Nungarin Road Board.

Notice of Intention to Borrow.

Proposed Loan (No. 4) of £1,000.

NOTICE is hereby given that the Nungarin Road Board proposes to borrow the sum of £1,000, for the purpose of purchasing road plant, consisting of a power grader and motor wagon.

The plans and specifications, and the estimates of the cost of the said works and undertakings, and statement showing the proposed expenditure of the money to be borrowed, including the cost of supervision and the initial expenditure in connection with the raising of the Loan, are open for inspection at the Office of the Nungarin Road Board, situated at Nungarin, for one month from the publication hereof, in the regular office hours.

The amount of £1,000 is proposed to be raised by the sale of debentures, repayable with interest by thirty equal half-yearly instalments over a period of fifteen years after the issue thereof, in lieu of the formation of a sinking fund.

The amount of the said debentures, with interest thereon, is to be paid at the State Treasury, Perth.

The Loan is to have a currency of 15 years, interest 4½% per annum.

Dated 20th May, 1940.

F. WILLIAMS,
Chairman.

T. R. BENNETT,
Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE DEPARTMENT.

M.W.S. 332/40.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in extension to Area 2, Bayswater, within the boundaries of the Bayswater Road District, to serve Lot 36, Slade street.

The owner of the above property is hereby notified that such property is capable of being connected to the sewer and must therefore connect his premises to the sewers within thirty days from date of service of prescribed notice, and is also notified that sewerage rates will in accordance with the by-laws be enforced from 1st June, 1940, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st June, 1940, rates will be charged from date of connection.

A plan of the works to be carried out at the property must first be obtained from the Department.

Dated this 22nd day of May, 1940, at the Office of the Department, St. George's place, Perth.

J. C. HUTCHINSON,
Under Secretary.

THE MUNICIPAL CORPORATIONS ACT, 1906-1939.

City of Perth—By-law No. 29.

Stands for Vehicles—Amendment.

P.W. 1398/37.

IN pursuance of the powers conferred by the Municipal Corporations Act, 1906-1938, the Lord Mayor and Councillors of the City of Perth order:—

- (1) That by-law No. 29 be amended as follows:—

Paragraph (g) of clause 2 (2) is deleted and a new paragraph, to be numbered (g), is inserted in lieu thereof as follows:—

(g) A stand on the southern side of Murray street for two cars, beginning at a point 20 feet east of the eastern alignment of William street and extending eastwards 40 feet.

- (2) That this amendment shall take effect as from the 13th May, 1939.

Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 13th day of February, 1939.

[U.S.]

C. HARPER,
Lord Mayor.

WM. E. BOLD,
Town Clerk.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 15th day of May, 1940.

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

THE MUNICIPAL CORPORATIONS ACT, 1906-1939.

*Municipal Election.*Department of Public Works,
Perth, 22nd 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 an auditor 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.				
Narrogin	27-3-40	Cook ...	Levi David ...	Accountant	(b)	Everett, F. H. M.	...

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

WATER BOARDS ACT, 1904.

No. 1 District Water Supply.

Notice of Intention to Construct Waterworks in accordance with the provisions of the Water Boards Act, 1904.

NOTICE is hereby given that the Minister intends to proceed with works as follows:—

I. Description of Proposed Works:—The lifting of 1½-inch and 1-inch G.W.I. mains, the laying of 2-inch, 1½-inch and 1-inch and the relaying of 1½-inch and 1-inch G.W.I. mains, together with all necessary connections, fittings, and valves.

II. Locality at which they will be Constructed:—On Branch IV. of the Waddouring south main of the No. 1 District Water Supply, as shown by red lines on Plan P.W.D., W.A., 29161.

III. The Purpose for which they are to be Constructed:—To supply water to those portions of the water area not previously supplied.

IV. The Times when and Places at which the Plans, Specifications, and Books of Reference may be Inspected:—At the Office of the Minister for Water Supply, P.W.D., Perth, and at the Office of the Goldfields Water Supply, Northam, for one month on and after the 24th day of May, 1940, between the hours of 10 a.m. and 3 p.m.

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

Dated this 24th day of May, 1940.

WATER BOARDS ACT, 1904.

Bunbury Water Area.

P.W. 669/32.

It is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Council has been pleased to approve, under section 113 of the Water Boards Act, 1904, of the Bunbury Water Board raising a Loan of £2,500, for cement lining *in situ* of existing cast-iron reticulation mains, together with the necessary reconditioning of fittings, junctions, etc., and reinstatement of roadways, footpaths, etc., that may be opened up or disturbed within the Bunbury Water Area.

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

"EFFICIENT" PRIVATE SCHOOLS.

Education Department,
Perth, 13th March, 1940.

IN accordance with the provisions of section 32 of the Education Act, 1928, the following schools are hereby certified to be "efficient" for the purpose of the said Act, for the current year:—

(a) Schools at which Secondary School Scholarships may be held.

Attadale—Santa Maria Ladies' College.
Claremont—Methodist Ladies' College, Stirling highway.
Claremont—Christ Church Grammar School, Queenslea drive.

Cottesloe—Presbyterian Ladies' College, View street.
Dougarr—Dominican Ladies' College.
Fremantle—Christian Brothers' College.
Geraldton—Christian Brothers' College.
Geraldton—"Stella Maris" College.
Guildford—Guildford Grammar School.
Highgate—Sacred Heart Convent High School.
Kalgoorlie—Christian Brothers' College.
Mosman Park—St. Hilda's Church of England School for Girls.
Mt. Henry—Aquinas College, Canning parade.
Mt. Lawley—Perth College, Lawley crescent.
New Norcia—St. Gertrude's College (Girls').
New Norcia—St. Ildephonsus' College (Boys').
Perth—Hale School, Havelock street.
Perth—Christian Brothers' College.
Perth—Ladies' College, Convent of Mercy, Victoria square.
Perth, South—Wesley College.
Perth, West—St. Brigid's College, John street.
Swanbourne—Scotch College.

(b) Schools declared "Efficient."

Albany—"Greenstead," Middleton road (Mrs. M. Pamphlett).
Albany—St. Joseph's Primary, Aberdeen street.
Albany—St. Joseph's High, Aberdeen street.
Armadale—Convent School.
Bassendean—St. Joseph's Convent, Hamilton street.
Bayswater—St. Columba's Convent, Milne street.
Beaconsfield—Sacred Heart Convent, Lefroy road.
Belmont—St. Ann's Convent, Hehir street.
Beverley—Presentation Convent, Lukin street.
Bickley—Seventh Day Adventists' Primary.
Bidellia—Seventh Day Adventist.
Bootenall—St. John's Convent.
Boulder—St. Joseph's Convent, Moran street.
Bridgetown—St. Brigid's Convent.
Broome—St. Mary's Convent.
Bunbury—St. Joseph's Convent, Wittenoom street.
Bunbury—Sacred Heart Convent, High.
Bunbury, South—St. Mary's Convent.
Busselton—St. Joseph's Convent, Prince street.
Busselton—St. Joseph's Convent, Adelaide street.
Carlisle—Holy Name School, Lion street.
Carnarvon—Presentation Convent.
Claremont—"Glenara," cr. Thompson road and Scott street (Miss B. C. Collison).
Claremont—St. Thomas's Convent, Reserve street.
Claremont—"Melrose" Kindergarten, 17 Goldsmith road (Miss B. Colpus).
Collie—Presentation Convent, Princep street.
Coolgardie—St. Anthony's Convent, Lindsay street.
Cottesloe—St. Mary's "Star of the Sea" Convent, Stirling highway.
Cottesloe—"Helena," 24 McNeil street (Miss J. Jones).
Cue—Dominican Convent, Dowling street.
Cunderdin—St. Joseph's Convent.
Dalwallinu—St. Joseph's Convent.
Dardanup—Our Lady of Lourdes Convent.
Donnybrook—St. Philomena's Convent.
Fremantle—St. Joseph's High, Adelaide street.
Fremantle—St. Joseph's Girls' Convent, Parry street.
Fremantle—St. Joseph's Infants' Convent, Parry street.
Fremantle—Girton College, High street (Miss Walton).
Fremantle, East—Sacred Heart Convent, Tuckfield street.

- Fremantle, East—Mary Immaculate Convent, King street.
 Fremantle, North—St. Anne's Convent, Victoria avenue.
 Goomalling—Presentation Convent.
 Gooseberry Hill—Mary's Mount Convent.
 Greenough, Central—St. Peter's Convent.
 Guildford, East—St. Mary's Convent, James street.
 Guildford, East—Woodbridge House Preparatory (Mr. C. Priestley).
 Harvey—St. Anne's Convent.
 Herne Hill—St. Michael's Convent.
 Highgate—Sacred Heart Convent Primary, Mary street.
 Highgate—Christian Brothers' Sacred Heart High School, cr. Stirling and Harold streets.
 Kalgoorlie—St. Mary's Convent, Dugan street.
 Kalgoorlie—Convent of Mercy, 48 Butler street.
 Katanning—St. Rita's Convent, Amherst street.
 Katanning—"Kobeelya," Church of England Girls' School (Miss H. M. Strugnell).
 Kellerberrin—St. Joseph's Convent, James street.
 Lake Guelup—St. Theresa's Convent.
 Leederville—St. Mary's Convent High, Franklin street.
 Leederville—St. Mary's Primary Convent, 26 Marion street.
 Leederville—Seventh Day Adventists' School, 76 Kimberley street.
 Leederville, West—St. Joseph's Convent, Railway parade.
 Leonora—St. Catherine's Convent, Hoover street.
 Lesmurdie—St. Brigid's College.
 Manjimup—St. Joseph's Convent.
 Maylands—St. Mary's Convent (cr. Central avenue and Carrington street).
 Meekatharra—Dominican Convent.
 Merredin—St. Joseph's Convent, South avenue.
 Midland Junction—St. Brigid's Convent, Newcastle road.
 Mingenew—St. Joseph's Convent.
 Moora—St. Joseph's Convent.
 Mosman Park—Presentation Convent High School, Palmerston street.
 Mt. Lawley—Perth College (Primary Section), Lawley crescent.
 Mt. Lawley—Lawley Ladies' College, 7 Lougroyd street (Miss R. Sharp).
 Mt. Magnet—Presentation Convent.
 Mullewa—Presentation Convent.
 Nannup—St. Joseph's Convent.
 Nanson—Convent School.
 Narrogin—St. Philomena's Convent, Fortune street.
 Nedlands—Loreto Convent, Webster street.
 Nedlands—St. Theresa's Convent, cr. Elizabeth and Tyrell streets.
 Nedlands—"St. Mary's Junior," Tyrell street (Miss O. W. Dean).
 Northam—St. Joseph's Convent, Wellington street.
 Northam, West—St. Anthony's Convent, Wellington street.
 Northampton—Presentation Convent.
 Osborne Park—St. Kieran's Convent, Cape street.
 Palmyra—St. Gerard's Convent, Foss street.
 Palmyra—Seventh Day Adventists', Solomon street.
 Perth—St. Joseph's Primary, Victoria square.
 Perth—St. Patrick's Boys', Wellington street.
 Perth, East—St. Francis Xavier's Convent, Windsor street.
 Perth, South—St. Columba's Convent, York street.
 Perth, South—St. Ann's Kindergarten and Junior, Mends street (Miss J. Hargrave).
 Perth, South—St. Patrick's, Carey street.
 Perth, West—St. Brigid's Primary, Fitzgerald street.
 Perth, West—"Meerilinga" Kindergarten and Sub-primary, 1186 Hay street.
 Perth, West—St. Mary's Church of England Girls' School, 40 Colin street.
 Perth, West—St. Patrick's, Havelock street.
 Pinjarra—St. Joseph's Convent.
 Queen's Park—St. Joseph's Convent.
 Rosalie—St. Aloysius' Convent, Henry street.
 Southern Cross—St. Joseph's Convent.
 Spearwood—St. Jerome's Convent.
 Swanbourne—Loreto Convent.
 Swanbourne—"Alston" Kindergarten, 13 Kingsmill street (Miss J. Robertson).
 Swanbourne—Preparatory, Otway street (Mr. G. A. Johnson).
 Three Springs—Dominican Convent.
 Toodyay—St. Aloysius' Convent.
 Trayning—St. Joseph's Convent.
 Victoria Park—St. Joachim's Convent, Shepparton street.
 Victoria Park—Seventh Day Adventists', 19 McMillan street.
 Victoria Park, East—Our Lady Help of Christians' Convent, Camberwell street.
 Wagin—St. Joseph's Convent, Vesper street.
 Wanneroo—St. Anthony's Convent.
 Wiluna—Presentation Convent.
 Yalgoo—St. Hyacinth's Convent, Henty street.
 York—St. Patrick's Convent, South street.

MURRAY G. LITTLE,
 Acting Director of Education.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
221/40	1940. May 16	Shell Co. of Aust., Ltd.	118A, 1940	4,500 tons of 80/100 penetration Bitumen, as follows :— Item 1—Delivery at Fremantle : (a) Loaded in Railway Trucks at Wharf (b) On Motor Trucks at Wharf (c) In Railway Trucks at Contractor's Warehouse (d) In Motor Trucks at Contractor's Warehouse	Main Roads	£11 5s. per ton. £11 5s. per ton. £11 12s. 6d. per ton. £11 12s. 6d. per ton.
304/40	May 17	J. Gadsden Pty., Ltd.	154A, 1940	500 only Gate Notices, as per Item 1, delivered to Rabbit Branch, Agricultural Department	Agriculture	37s. 6d. per 100.
291/40	do.	R. & I. McKee	150A, 1940	Wandoo Piles and Sawn Timber for Mt. Wynne Creek Bridge, as follows :— Item 1—Wandoo Piles, approx. 169 lin. ft. Items 4 to 13—Sawn Wandoo, approx. 6,345 super. ft.	Main Roads	1s. 9d. per lin. ft. at 30s. per 100 super. ft.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.
Accepted Tenders—continued.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars	Department concerned.	Rate.
291/40	1940. May 17	A. J. Powell	150A, 1940.	Wandoo Stringers and Corbels, as follows :— Item 2—Wandoo Stringers, approx. 244 lin. ft. Item 3—Wandoo Corbels, approx. 40 lin. ft.	Main Roads	2s. 3d. per lin. ft.
149/40	do.	S. Jordan	135A, 1940	50 cords Mulga Firewood for State Battery, Warriedar, as per Item 1	Mines	32s. 6d. per cord.
179/40	May 20	Hume Pipe Co. (Aust.), Ltd.	...	Reinforced Concrete Pipes, as required during the period from 20th May, 1940, to 19th May, 1941, as follows :— Items 1 to 19 inclusive ...	Metropolitan Water Supply	Rates on application.
			1940. 90A	Items 1 to 19 inclusive ...	...	do.
			91A	Items 1 to 19 inclusive ...	...	do.
			92A	Items 1 to 8 inclusive ...	...	do.
			93A	Items 1 to 8 inclusive ...	...	do.
			94A	Items 1 to 5 inclusive, Class E	...	do.
			..	Items 1 to 5 inclusive, Class F	...	do.
			..	Items 1 to 5 inclusive, Class G	...	do.
			95A	Items 1 to 16 inclusive ...	...	do.
			96A	Items 1 to 16 inclusive ...	...	do.
			97A	Items 1 to 16 inclusive ...	...	do.
180/40	do.	do. do.	...	Concrete Lining of Cast Iron and Steel Pipes, as required during the period from 20th May, 1940, to 19th May, 1941, as follows :— Items 1 to 14 inclusive ... Items 1 to 16 inclusive ...	do. do.	do. do.
			1940. 98A	Items 1 to 14 inclusive ...	...	do.
			99A	Items 1 to 16 inclusive ...	...	do.

Extension of Contract.

Tender Board No.	Date.	Contractor.	Particulars.
657/39	1940. May 17	Felton, Grimwade & Bickford, Ltd.	Aether and Ethyl Chloride, as per Items 27, 28, 29, 78 and 79 of Schedule VIII., extended to 31st July, 1940.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940.			
May 16 ...	163A, 1940	Tobacco, Cigarettes and Cigarette Papers, during the year 1940-41 ...	May 30
May 16 ...	167A, 1940	Mineral Oil, Filter Plant, capacity 1½ to 2½ gallons per day ...	May 30
May 16 ...	173A, 1940	Cast Iron Sluice Valves, 4 in. dia., 90 only ...	May 30
May 21 ...	170A, 1940	Galvanised Iron Sheets, Plain and Corrugated, in less than case lots, during a period of 6 months ...	May 30
May 21 ...	175A, 1940	Bolts and Nuts, Coach Screws, and Nuts, during a period of 6 months ...	May 30
May 21 ...	176A, 1940	Uniforms, Oilskins, Helmets, etc., for Various Departments, during the year 1940-41 ...	May 30
May 16 ...	166A, 1940	Stainless Steel Kitchenware, comprising Pie Dishes, Mixing Bowls, Pudding Basins, etc. ...	June 6
May 16 ...	168A, 1940	Cartage of Stores from Meekatharra to the Native Depots at Mundiwindi, Jigalong and Turee, during the year 1940-41 ...	June 6
May 16 ...	171A, 1940	Stainless Steel Equipment, comprising Bowls, Trays, Dishes, etc.; Shadowless Lamp; and Operating Table ...	June 6
May 23 ...	177A, 1940	Guttering, Down Pipe, Ridgecap, etc., during a period of 6 months ...	June 6
May 23 ...	178A, 1940	Cartage of Coal from Claremont Railway Station to Old Men's Home, during the year 1940-41 ...	June 6
May 23 ...	179A, 1940	Ice, during the year 1940-41 ...	June 6
May 23 ...	183A, 1940	Coopers' Hoop Steel, 16 tons ...	June 6
May 21 ...	181A, 1940	Cartage of Stores from Derby to Fitzroy Crossing, during a period of 2 years ...	June 13
May 2 ...	153A, 1940	Copper Plates, 111 only ...	June 27
		<i>For Sale by Tender.</i>	
May 21 ...	182A, 1940	House on Yilgarn Location 590, where inspection can be made ...	June 6

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.

E. TINDALE,

Chairman W.A. Government Tender Board.

Dated the 23rd May, 1940.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

Nos. 11 and 15 of 1937.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers and State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicants, and Minister for Works, and Minister for Water Supply, Sewerage, and Drainage and others, Respondents.

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

AWARD.

1.—Hours of Duty.

(a) The week's work shall consist of forty-four (44) hours, and, except where otherwise provided, the normal hours of labour shall be eight (8) per day, from Monday to Friday, inclusive, and four (4) on Saturday.

(b) The week's work may by agreement between any respondent and the Union be worked in five (5) days, Monday to Friday, inclusive, in which event the normal hours of labour shall be eight (8) hours forty-eight (48) minutes on each working day.

(c) The hours specified in (a) and (b) shall be worked between 7.30 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon.

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

Provided that, in the case of the Fremantle Harbour Trust, where employees are notified at or before noon on the Thursday that they will be required to work on the Saturday morning (in which case they shall work four (4) hours eighteen (18) minutes) equivalent time off may be granted on the Friday.

2.—Overtime and Holidays.

(a) (1) All time worked in excess of or outside of the usual working hours shall be paid at the rate of time and a half for the first four (4) hours after the usual stopping time and double time thereafter: Provided that all work (other than shift work) after 10 p.m. on Monday to Friday, inclusive, or 5 p.m. on Saturday, shall be paid at double time up to the usual starting time: Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(2) Unless otherwise agreed between any respondent and the Union, in the case of a worker who works a five (5) day week, Monday to Friday, inclusive, made under an agreement pursuant to subclause (b) of clause 1, and who works overtime on a Saturday, for the first four (4) hours of overtime, time and a half rate and thereafter double time rate, shall be paid, but if the worker works in any period after 5 p.m. on a Saturday, he shall be paid double time rate for all time worked after that hour.

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two weeks' continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the Association has been made, extra labour is not forthwith available. No worker shall be required or permitted to work more than eighteen (18) hours overtime in any one week, except in the case of a breakdown of the employer's plant.

(c) For all work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day or Boxing Day, double time shall be paid with a minimum of two (2) hours.

(d) A worker called back after completing a day's work, or called out on a Sunday or holiday, shall be paid a minimum of two (2) hours at overtime rates, but if he is called out more than once within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

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

(f) When any worker is required for duty during any meal time, he shall be paid at overtime rate until he is allowed the usual length of time for a meal.

(g) Workers required to start work at 12 midnight until 6.30 a.m. and ordered back to work at 8 a.m. the same day, shall be paid one shilling and sixpence (1s. 6d.) for breakfast.

(h) (i) Subject to subclause (c) herein, a worker after twelve (12) months' continuous service shall be entitled to two (2) weeks' leave: Provided that Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, and Labour Day shall be taken as they come, as portion of the leave.

(ii) In addition to the specially named days in subclause (h) (i) hereof, a worker shall be entitled after such twelve (12) months' continuous service to one (1) week's leave, such leave to be taken at the convenience of the Department: Provided, however, that the total liability of the employer for payment for the holidays mentioned in subclause (h) hereof shall not exceed two (2) weeks' pay.

(i) All workers other than casuals who have not served the full calendar year shall be entitled to the same proportion of holiday leave or payment in lieu thereof as their length of service is to the full period of leave for the twelve (12) months.

(j) At least one (1) week's notice shall be given to a worker prior to his going on his annual week's leave as mentioned in subclause (h) hereof: Provided, however, that when the employer or his representative and the worker so agree, a shorter notice will be sufficient.

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

(l) Payment for holidays shall be made in accordance with the usual hours of work.

(m) Holiday pay shall be at the rate the worker is in receipt of at or immediately prior to the holiday being taken.

3.—Shift Work.

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

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

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

(d) For the purpose of this clause, day shift shall be construed to mean the ordinary working shift ending at or before 5.30 p.m. on Mondays to Fridays, and 12 noon on Saturdays.

(e) (i) In connection with two-shift work, when the workers are camped at or near the job, the first shift shall work eight (8) hours, not including any crib time; all other shifts shall be of eight (8) hours, including half an hour crib time, i.e., seven and a half (7½) hours actual working time: Provided that, where for the convenience of the Department the two (2) shifts are confined within a total spread of sixteen (16) hours, each shift shall be entitled to half (½) an hour crib time within the eight (8) hours shift.

(ii) Where two (2) shift work is in operation, the ordinary hours of commencement shall not apply to the first shift.

4.—Dirt Money.

(a) Workers employed on hot or dirty locomotives, or stripping locomotives, boilers, steam, petrol or electric cranes, or when repairing Babcock and Wilcox or other stationary boilers *in situ* (except repairs on bench to steam and water mountings), or when repairing the conveyor gear in the conduit of power house, and when repairing or overhauling electric or steam pile-driving machines and boring plants, shall be paid one penny halfpenny (1½d.) per hour extra. Apprentices shall be paid this allowance.

(b) Work on ships:—Under lower platform of engine rooms, in bilges or in confined spaces around ship's boilers between ship's sides and boilers, through man-hole doors, between bulkhead and back end of single boilers, will carry allowance as provided for in subclause (a) herein.

(c) Marine work:—Work in double tanks and on board ships in any confined spaces where it is necessary for a worker to work in a stooping, sitting, or otherwise cramped position shall be paid for at one penny halfpenny (1½d.) per hour extra: Provided that this allowance shall not be cumulative on that prescribed for dirty work.

(d) Dust allowance on wheat:—A worker engaged on the bulk handling machinery for wheat at Fremantle, while such machinery is actually in operation transferring wheat, shall be paid sixpence (6d.) per hour extra as dust allowance. Such allowance shall also be payable where the worker, while engaged in overhauling or repairing such machinery, is in the opinion of the engineer or other officer in charge for the time being, working under conditions similar as to disability to those arising when such machinery is actually in operation.

(e) Diesel Engine Ships:—(i) For work below the floor plates in Diesel engine ships, threepence (3d.) per hour extra, but if in the opinion of the superintending engineer the work is exceptionally dirty, sixpence (6d.) per hour extra.

(ii) When the superintending engineer agrees that the work warrants extra rates, the rate for work in the crank and gear cases and cylinders of main and auxiliary Diesel engines, sixpence (6d.) per hour extra until the work is reasonably clean, then threepence (3d.) per hour extra. This is to apply also to where it is necessary to crawl inside turbine gear casings.

(f) At the Plant Workshop in Jewell street, East Perth, and such other place or places where work of a similar dirty nature is being done, dirt money at the rate of one shilling (1s.) per day extra shall be paid as follows:—

Bitumen Sprayers:

(1) Large units:

- (a) To workers whilst engaged on work appertaining to the spraying of bitumen but exclusive of the standard chassis and engine, from the front end of the main tank to the back end of the plant: Provided that work on the compressor and its engine shall not be subject to dirt money.
- (b) To motor mechanics in the motor section, for all work performed on the standard chassis from and including the sump to the rear end of chassis but excluding the engine and parts forward thereto, unless the work is of a specially dirty nature, when clothes are necessarily unduly soiled or injured by the nature of the work done.

(2) Small units:

- (a) To workers for work done on main tank, its fittings, pump and spray arms.
- (b) To motor mechanics on work from and including the sump to the rear end of chassis but excluding the engine and parts forward thereto, unless the work is of a specially dirty nature, when clothes are necessarily unduly soiled or injured by the nature of the work done.

(3) General:

Workers on all dirty tar sprays and tar kettles shall be paid one shilling (1s.) per day extra, where not otherwise expressly provided herein.

(g) Diesel engines:—Work on engine or on gear-box attached to engine, but excluding work on rollers (wheels) on which a Diesel powered roller travels.

(h) Leading hands, if actually performing work for which other workers receive dirt money, shall also be entitled to be paid for that work at the rate prescribed.

(i) Dirt money shall only be paid during the stages of dismantling and cleaning and shall not cover workmen such as welders, turners, blacksmiths, etc., who receive portions of the work after cleaning has taken place: Provided, however, that welders shall be entitled to receive dirt money allowance when working under such conditions as would entitle other workers to receive such payment.

5.—Wages.

Basic wage per week:—£4 2s. 2d. per week Metropolitan Area; £4 3s. 1d. South-West Land Division; £4 16s. 4d. Goldfields, in accordance with the latest adjustment made by the Court in pursuance of the Industrial

Arbitration Act Amendment Act, 1935, subject to any declaration or adjustment that may be hereafter made.

	Margin per Week over Basic wage.
	s. d.
Patternmaker	39 0
Blacksmith (in workshop)	31 0
Blacksmith (on or about construction works doing field work)	30 0
Welder	33 0
Die sinker	33 0
Coppersmith	30 0
Fitter, including meter fitter	30 0
Automotive electrical fitter	30 0
Turner	30 0
Brass finisher	30 0
Motor mechanic	30 0
Electrical fitter	30 0
Electroplater	30 0
Machinist (other than driller or screwer)	30 0
Driller using boring or cutter bar	30 0
Driller using Asquith or Tullis radial drills	30 0
Driller using Swift machine	20 0
Driller using Herbert two-spindle sensitive drilling machine (but when drilling to a marked circumference, one penny half- penny (1½d.) per hour extra whilst so employed)	14 0
Driller using other machines	14 0
Screwmer	14 0
Casting dresser	11 0
Electrical installer	26 0
Electrical lineman	23 0
Blacksmith's striker	9 0
Boilermaker's assistant	9 0
Moulder's assistant	9 0
Fitter's assistant	9 0
Furnaceman's assistant	9 0
Coppersmith's assistant	9 0
Furnaceman (iron)	18 0
Furnaceman (brass)	15 0
Pipe moulder (headman)	30 0
Pipe moulder (footman)	24 0
Assembler	14 0
Shearers	14 0
Bolt machinist	14 0
Belt and shaft attendant	6 0
Crane attendant	6 0
Pig iron breaker	6 0
General labourer	Nil

Apprentices:

The rates of pay for apprentices shall be as under:—

	Percentage of Basic Wage.
First year	25
Second year	30
Third year	45
Fourth year	65
Fifth year	85

Junior Workers:

Up to 16 years of age	30
16 to 17 years of age	35
17 to 18 years of age	45
18 to 19 years of age	55
19 to 20 years of age	65
20 to 21 years of age	85

Junior workers shall not be employed in foundry and fitting shops, and only in blacksmith's shop as hammer drivers or striking for apprentices, or as rivet boys.

The proportion of junior workers to adult workers in regard to the above-mentioned work shall be the same as prescribed for apprentices.

Junior workers may be employed assisting assemblers, and the number of such junior workers shall not exceed the proportion of one (1) to every six (6) or fraction of each six (6) adult assemblers employed.

6.—Special Rates and Provisions.

(1) Fuelman and men using tarbrush and working at tar pots shall be paid one shilling (1s.) per day extra as dirt money.

(2) Apprentices, boilermakers, and fitter's assistants and pneumatic tube cutter and tapper shall be paid one penny halfpenny (1½d.) per hour extra whilst engaged on any work in respect of which tradesmen receive such an allowance.

(3) Blacksmiths and their assistants employed on work which is heated in pot fires, shall be paid at the rate of time and a quarter while so engaged.

(4) Blacksmiths' strikers employed at Government Works, Leighton, on the leading fire, including oil furnace associated therewith, shall be paid one shilling (1/-) per day extra.

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

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

(7) Patternmakers shall be allowed one shilling (1/-) per week tool allowance, and apprentice patternmakers, ninepence (9d.) per week. Tool allowance shall not be paid, if a worker be absent on extended leave, annual, long service, or sick leave.

(8) Patternmakers' apprentices shall be supplied with the following tools:—6 chisels, 3 twist bits (anger), 6 nail bits, 1 brace, 2 saws, 1 square, 1 rule, 1 oilstone, 1 nail punch, 1 screwdriver, 1 hammer, 1 mallet, 2 wooden planes (1 smoothing and 1 jack plane). These tools shall, during the apprenticeship period, remain the property of the Department. Apprentices shall be responsible for all breakages or losses, and shall make good all such losses. At the conclusion of the apprenticeship course, on satisfactorily passing final examinations, the tools shall become the property of the apprentice.

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

(10) Height money:—Workers engaged in the erection of steel frame buildings, bridges, or gasometers at a height of 50ft. or more above the nearest horizontal plane, or on the jibs of luffing cranes, shall be paid at the rate of one shilling (1/-) per day extra.

7.—Definitions.

(a) A foreman means a worker who is in charge of one or more leading hands, or who is directly responsible to the supervisor for preparing estimates of work, and for the carrying out of work by other tradesmen. Foremen shall be paid at least five shillings (5/-) per day above the minimum rates provided for tradesmen in their respective trades.

(b) (i) "Leading hand" means any tradesman placed in charge of three (3) or more other tradesmen, or of six (6) other workers, and shall be paid fifteen shillings (15/-) per week extra.

(ii) Any other worker placed in charge of six (6) or more other workers shall be paid one shilling (1/-) per day above the minimum rate herein prescribed for his classification.

(c) "Motor mechanic" means a worker engaged in making, repairing, altering, assembling, or testing the metal parts, including electrical, of motor cars, or other motor vehicles.

(d) "Electrical fitter" means a worker engaged making, repairing, altering, assembling, or testing (with or without wiring) electrical machines, instruments, or other apparatus.

(e) "Automotive electrical fitter" means a worker engaged on all work in connection with the manufacture and repairing of starting, lighting, and ignition equipment of motor vehicles, including motor cycles, portable air compressors, and other machines, or engines with electrical equipment.

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

(g) "Electrical lineman" means a worker engaged (with or without labourers assisting) in erecting poles for electric wires, or erecting wires or cables on poles, or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electric poles off the ground, but no lineman shall be allowed to work on live wires carrying a pressure of over 110 volts without an assistant.

(h) "Casual worker" means a worker employed for less than six (6) consecutive working days.

Casual workers shall be paid ten per cent. (10%) over the rate provided for the particular worker's occupation.

8.—Contract of Service.

(a) The contract of service shall be by the day and shall be terminable by one (1) day's notice on either side, except in the case of a casual worker, when one (1) hour's notice shall suffice.

(b) The employer shall be under no obligation to pay for any day not worked on 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 on 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.

(e) The rate of payment in the wages clause is for the purpose of convenience, expressed in weekly amounts.

9.—Absence through Sickness.

(a) (i) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half (½) day for each completed month of service.

(ii) The liability of the employer hereunder shall in no case exceed one (1) week's wages during each calendar year in respect of each worker.

(iii) 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.

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

10.—Payment of Wages.

When a worker is discharged before the usual pay day, he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after, by registered post, at the employer's risk, unless the worker desires to collect at the office.

11.—Right of Entry to Works.

On notifying the officer in charge, any officer of the Union, authorised in writing by the president and secretary of such Union, shall have the right to enter any place or premises during ordinary working hours where members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

Provided that such officer shall not hamper or otherwise hinder the workers in the carrying out of their work. The officer in charge shall determine whether workers are being hampered or hindered in their work.

12.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards, to be appointed by the Union, shall be recognised by the management. The management shall be notified in writing by the Union of the stewards appointed.

13.—Higher Duties.

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

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

14.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered that notices are essential to meet the convenience of the Union concerned.

15.—Country Work.

(a) When a worker is instructed to proceed on duty from the place where he is then or is usually employed, the employer shall pay all fares, including sleeper, and a proper allowance at current rates for all necessary meals and board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fares on completion of job or after twelve (12) months on job.

(b) A worker travelling to work away from or returning to his usual place of employment shall be paid for the actual travelling time in his ordinary working hours, and, in addition thereto, his actual travelling time outside his ordinary working hours shall be paid at ordinary rates up to a maximum of eight (8) hours in one (1) day.

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

(d) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 6 a.m.: Provided that this shall not operate to reduce the travelling time when paid for below eight (8) hours in any one (1) day.

(e) A worker whose home station is within a suburban area, and who is required to start work at some station within such area shall, if notified on the previous day, travel one way (from or to work) in his own time; provided there is a train by which he can conveniently travel; the Department to provide free railway travel from and to home station.

16.—Under-rate Workers.

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 in writing between the employer and the Association.

17.—Term.

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

18.—Area.

This Award shall apply to the following areas:—

- (1) The metropolitan, comprised within a radius of twelve (12) miles from the General Post Office, Perth;
- (2) Situated within 100 yards from any water main, pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, Sewerage, and Drainage, or situated within Government Reserve 14073, Wooroloo;

- (3) On the coastline of the State of Western Australia from a point twenty (20) miles north of Geraldton to a point twenty (20) miles east of Albany, and for a distance of twelve (12) miles from the coast between those points;
- (4) Comprised within a radius of five (5) miles from each of the following places on the coast, namely:—Carnarvon, Onslow, Point Sampson, Port Hedland, Broome, Derby, and Wyndham respectively.

19.—District Rates.

(1) District allowances, as specified below, shall be paid to workers stationed at:—

- (a) Carrabin and Bullfinch to Southern Cross—5s. 3d. per week.
- (b) Southern Cross and eastward thereof to Kanowna—5s. 3d. per week, except the towns of Southern Cross, Coolgardie, Kalgoorlie and Boulder and within five miles thereof, where the allowance will be 2s. 4d. per week.
- (c) Coolgardie to Salmon Gums—5s. 3d. per week.
- (d) Southward of Salmon Gums to Esperance—2s. 4d. per week.
- (e) Northward of the Kalgoorlie radius—7s. per week.
- (f) Wurarga and eastward and northward thereof to Meekatharra—7s. per week.
- (g) Three (3) miles eastward of Meekatharra to Wiluna—10s. 6d. per week.
- (h) Hopetoun-Ravensthorpe—7s. per week.
- (i) Carnarvon and within an area of five miles thereof—15s. per week.
- (j) Onslow and Point Sampson and within an area of five miles thereof—23s. 6d. per week.
- (k) Port Hedland, Broome, and Derby and within an area of five miles thereof—30s. per week.
- (l) Wyndham and within an area of five miles thereof 38s. per week.

20.—Scope of Award.

This Award shall apply only to workers employed by the Minister for Works; Minister for Water Supply, Sewerage, and Drainage; Chief Secretary; Minister for Agriculture; Minister for Trading Concerns (in his capacity as Minister controlling the State Implement and Engineering Works) and the Minister for Lands (other than in connection with the Sawmilling Industry), and the Fremantle Harbour Trust.

21.—Preference.

Preference of employment shall be given to financial members of the Amalgamated Engineering Union and the Australasian Society of Engineers and the Coastal and E.G. Government Water Supply, Sewerage, and Drainage Employees' Union: Provided the Department shall be under no obligation to communicate with the Union offices to ascertain whether a member is financial.

22.—Apprentices.

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

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

- (i) Motor mechanic.
- (ii) Patternmaking.
- (iii) Copper-smithing.
- (iv) Blacksmithing.
- (v) Brass finishing.
- (vi) Turning.
- (vii) Fitting, including meter fitting.
- (viii) Electrical fitting.
- (ix) Metal machining.
- (x) Automotive electrical fitting.
- (xi) Welding.

(c) The maximum number of apprentices allowed to any employer in any Branch shall be in the proportion of one (1) to every three (3) or fraction of three (3) tradesman employed by him in that Branch: Provided that the fraction of three (3) shall not be less than one (1).

(d) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of tradesmen employed on all working days

of the six (6) months immediately preceding such time shall be deemed to be the number of tradesmen employed.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this 30th day of April, 1940.

(Sgd.) WALTER DWYER,

[L.S.]

President.

SCHEDULE.

Apprenticeship Regulations.

Definitions.

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

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

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

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

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

Advisory Committee.

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

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

(b) Two representatives appointed by the employers.

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

(b) The date of birth of the apprentice.

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

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

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

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

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

(h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same

the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

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

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

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

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

26. If the examiners or the industrial Union or employer concerned make representations to the Court that the facilities provided by the technical school, or other place of vocational training for the teaching of

apprentices, are inadequate, the Court may make such investigations, and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

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

Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lost Time.

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

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

42. For the purpose of ascertaining the number of apprentices allowed to be taken at any time the average number of journeymen employed on all working days of the six 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 six 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..... (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 assigns HEREBY COVENANTS with the apprentice as follows:—

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

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

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

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

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

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

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

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

(d) Other conditions:—

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

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

Signed sealed and delivered by the said }
..... }
in the presence of..... }

(Signature of Guardian).

And by the said..... }
in the presence of..... }

(Signature of Apprentice).

And by..... of the said }
..... for and on behalf }
of the said..... }
in the presence of..... }

(Signature of Employer).

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

Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 13 of 1939.

Between Anstralian Workers' Union, Westralian Branch Forestry Workers' Industrial Union of Workers, Perth, Applicant, and Conservator of Forests for Western Australia, Respondents.

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

AWARD.

PART I.—OVERSEERS.

1.—Area and Application.

This Part of the Award shall apply to workers employed in the capacity of overseers by the Forests Department throughout the South-West Land Division of Western Australia.

2.—Payment of Fares.

(a) An overseer shall be paid by the Department his railway and other transport fares, or the Department shall provide transport free of charge from place of engagement to the place of work.

(b) When an overseer is transferred to snit the convenience or in the interests of the Department, the actual reasonable cost of conveyance of such overseer, as well as that of his wife and children dependent upon him, shall be paid by the Department.

In addition, the cost of transferring necessary household furniture and effects up to a maximum of fifteen pounds (£15) shall be paid by the Department, subject to the production of satisfactory evidence in support of the amount claimed.

3.—Accidents, Transportation, etc.

In cases of accident the Department shall pay the railway and any other transportation fare of the injured overseer to the nearest hospital town: Provided that, when it is deemed necessary by the officer in charge that an attendant shall accompany an injured person, the Department shall not only pay the attendant's transportation fare but also pay such attendant's wages, not exceeding eight (8) hours per day, for the actual time occupied on the journey.

4.—Hours of Labour.

Subject to the provisions hereinafter contained, forty-four (44) hours shall constitute a week's work. The ordinary working hours shall be as follows:—Monday to Friday, inclusive, from 8 a.m. to noon and 1 p.m. to 5 p.m.; Saturday 8 a.m. to noon.

During the months of April to November, inclusive, with the approval of the parties to the Award, the working week of forty-four (44) hours may be worked from Monday to Friday, inclusive, in which case the time worked on any day shall not exceed eight (8) hours forty-eight (48) minutes. The starting and finishing times shall be between 7.30 a.m. and 5.30 p.m.

5.—Overtime.

(a) The weekly wage hereinafter provided is an inclusive rate and no overtime other than payment for fire service shall be paid.

(b) Fire Service:—

(i) During the fire season an overseer, if so required, shall remain on his block or plantation to be available for patrol or fire-fighting during the week-end. When so required, an overseer, at his option, may have the privilege of extra leave, as set out in clause 6, sub-clauses (b) and (c), or, alternatively, may receive an amount of ten shillings (10s.) in the next succeeding pay for each such week-end.

(ii) When fire service involves more than one (1) hour's work outside the ordinary working hours specified in clause 4, an overseer shall be paid at the rate of two shillings and sixpence (2s. 6d.) per hour for such period in excess of one (1) hour: Provided that an overseer working with a gang on fire-fighting or similar work shall be paid for the full period outside ordinary working hours.

6.—Holidays.

(a) Upon completion of twelve (12) months' continuous service, an overseer shall be entitled to two (2) weeks' recreation leave on full pay. This leave shall

be exclusive of Christmas Day, Good Friday, and Labour Day, on which days overseers shall not be required to work, but, if necessary for fire control purposes, may be required to remain in the vicinity of their homes. Any fire control duties carried out on those days shall be paid for at the rate fixed for fire service.

(b) In the case of an overseer who is required under clause 5 (b) to remain on his block or plantation during the fire season, leave on full pay shall be allowed at the rate of half ($\frac{1}{2}$) a day for each week-end or portion thereof. Alternatively, at his option, the overseer may be allowed a payment of ten shillings (10s.) for each such week-end.

(c) For any lesser period than twelve (12) months, as mentioned in subclause (a) of this clause, leave on full pay shall be granted *pro rata* to the leave mentioned in the said subclause (a): Provided that no leave shall be due until one (1) month's continuous service shall have been completed: And provided further, that an overseer who shall have served during the fire season shall be entitled thereby to the extra leave referred to in subclause (b) of this clause, if he shall have completed the full fire season, or to the relative proportion of such leave, if he has served more than one (1) month continuously during the fire season.

(d) Absence up to one (1) month whilst in receipt of payment under the Workers' Compensation Act, owing to an accident incurred at work, shall not break continuity of service, and the period shall be considered as service for the purpose of this clause only.

7.—Delivery of Stores.

The Department shall make provision for the delivery of stores at reasonable intervals, and shall provide potable water.

8.—Tools.

All tools required for the performance of the work shall be provided by the Department, and such tools shall be satisfactorily accounted for when required.

9.—Wages.

Basic wage—£4 2s. 2d. and £4 3s. 1d. per week, according to district. An overseer shall receive a margin of twenty-seven shillings and sixpence (27s. 6d.) per week above the basic wage.

10.—Contract of Service.

(a) The employment of overseers is terminable on either side by one (1) week's notice, given on any day.

(b) If an overseer absents himself from duty without reasonable cause, a sum proportionate to his time of absence may be deducted from his pay.

(c) An overseer shall not be entitled to payment for non-attendance, on the grounds of *bona fide* personal ill-health for more than six (6) days each year of service. Such sick leave shall only be granted on production of a medical certificate or other evidence satisfactory to the Conservator.

(d) Nothing contained in this clause shall affect the right to dismiss for misconduct.

11.—Camping Allowance.

An overseer who is obliged to live in a tent at or near the works on which he is engaged shall receive a camping allowance at the rate of five shillings and three-pence (5s. 3d.) per week.

12.—Rent.

Existing customs regarding rent of cottages shall continue.

13.—Long Service Leave.

The conditions governing long service leave to Government wages workers generally shall be deemed to be embodied in this Award.

14.—Board of Reference.

The parties agree that a Board of Reference shall be appointed. Such Board shall consist of a chairman and two (2) members, one nominated by the Conservator and the other by the Union. The chairman shall be some person agreed upon by the parties, but if the parties are unable to agree upon an appointment, they hereby agree to accept any person nominated by the Court of Arbitration. There are assigned to such

Board, in the event of no agreement being arrived at between the parties, 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 and conditions for any occupation or calling not specifically mentioned in the Award;
- (iii) deciding any other matter 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.

15.—Term.

This Award shall have a currency of three (3) years from the date hereof: Provided that, after the first year's operations, it will be permissible for either party, on giving one (1) month's notice in writing, to apply for variation or amendment of the rates, conditions, or classifications.

16.—Preference.

Preference of employment shall be given to financial members of the Australian Workers' Union: Provided that any worker or applicant for employment who is a member of another recognised industrial union, and who produces proof of such membership, shall be entitled to equal preference: provided that such worker or applicant shall, within fourteen (14) days of the expiry of his current ticket with the other Union, make and complete an application for membership with the Australian Workers' Union.

17.—Definition.

"Overseer" shall mean one who works with and is placed in charge of other workers for the purpose of supervising the work and generally exercising control with respect to commencing and finishing work and keeping a record of work performed.

PART II.—GENERAL WORKERS.

18.—Interpretations.

For the purpose of this Award the following words shall have the meanings set against them:—

(a) "Officer in charge" shall mean any person appointed by the Conservator or his Deputy to take charge of any working circle, plantation, or other work.

(b) "Department" shall mean the Forests Department of the Western Australian Government.

(c) "Casual" shall mean one for whom work over a period of six (6) consecutive working days, not counting holidays, is not provided by the employer. Casual workers shall be paid ten per cent. (10 per cent.) over the rate provided by this Award for the particular worker's occupation.

This definition does not apply to part-time or rationed workers who receive holiday pay.

(d) "Leading hand" shall mean a worker who is a member of a gang of not less than three (3) men who is instructed by the officer in charge to exercise control over the other workers with respect to the time of commencing and finishing work. If a leading hand takes the place of an overseer for a period of more than one (1) week, he shall be paid the margin of an overseer during the time he is so acting.

19.—Area and Application.

This Award shall apply to workers employed by the Department on classes of work enumerated hereinafter, throughout the South-West Land Division of the State.

20.—Payment of Fares.

The Department shall pay railway and other transport fares, or shall provide transport free of charge from the place of engagement to the place of work: Provided that, in the event of any worker leaving the work on his own accord, or being dismissed on account of misconduct or unsatisfactory work within six (6) weeks of time of engagement, the amount of fare may be deducted from any amounts due to such worker at the time of dismissal.

21.—Accidents, Transportation, etc.

In cases of accident, the Department shall pay the railway and any other transportation fare of the injured worker to the nearest hospital town: Provided that, when it is deemed necessary by the officer in charge that an attendant shall accompany an injured worker, the Department shall not only pay the attendant the transportation fare, but also pay such attendant's wages, not exceeding eight (8) hours per day, for the actual time occupied on the journey.

22.—Payment of Wages.

Workers, when discharged or who resign during or on completion of the work, shall be paid wages due by cash or cash order, and, as far as practicable, the wages shall be paid at the particular place where such worker has been working. In the event of the paying officer residing at District Headquarters, the worker shall be paid within twenty-four (24) hours from the time he reports to the District Forester or other paying officer at District Headquarters, and for all working time during which workers are kept waiting for their wages beyond such twenty-four (24) hours they shall be paid at ordinary rates.

23.—Hours.

(a) Subject to the provisions hereinafter contained, forty-four (44) hours shall constitute a week's work. The ordinary working hours shall be as follows:—Monday to Friday, inclusive, from 8 a.m. to noon and 1 p.m. to 5 p.m.; Saturday 8 a.m. to noon.

During the months of April to November, inclusive, with the approval of the parties to the Award, the working week of forty-four (44) hours may be worked from Monday to Friday, inclusive, in which case the time worked on any day shall not exceed eight (8) hours forty-eight (48) minutes. The starting and finishing times shall be between 7.30 a.m. and 5.30 p.m.

(b) The time worked by grader men and their assistants who arrange their own programmes of work, and by men employed in classification and topographical survey camps, shall not exceed forty-four (44) hours in any one week, or ten (10) hours in any one day. Time worked in excess of these hours shall be deemed overtime and rates paid in accordance with clause 24 (a) hereof.

24.—Overtime.

(a) Except where otherwise expressly stated in this Award, all time worked outside of or in excess of the usual hours shall be paid for the first four (4) hours after the usual stopping time, time and a half, and thereafter double time: Provided that workers called to start work within one hour and a half of the usual starting time shall be paid at time and a half until the usual starting time. Double time shall be paid for work required to be done on Sunday, Labour Day, Christmas Day and Good Friday.

(b) Notwithstanding any provisions contained in clauses 23 and 24, any worker may be called upon to carry out or assist in controlled burning, burning of hazards, burning of felled or treated country, fire-fighting or counter-firing at any time, and the conditions governing such fire service shall be as follows:—

(i) During the recognised working hours set out in clause 23, no additional remuneration shall be paid for fire service, but the worker shall receive the rate fixed for the class of work on which he was engaged when taken off to carry out necessary fire control work. The same condition shall apply to men stationed on fire towers during ordinary working hours for training purposes, when controlled burning operations are in progress prior to the commencement of the fire season.

(ii) With the exception of men engaged on "top disposal" work, fire service outside ordinary hours shall be paid for at the rate of two shillings and sixpence (2s. 6d.) per hour. If circumstances beyond the control of the Department render it necessary for a worker to be on the job for a period of more than twelve (12) hours in any one (1) day, such worker shall not be required to work until after the mid-day meal on the following day.

(c) Detention allowance:—During the fire season any resident worker may be required to remain in reasonable proximity to his home during a week end, so that he may be ready to answer a call for fire-fighting if an outbreak

occurs and for each such week end he shall receive, at his option, an additional half ($\frac{1}{2}$) day's leave (to be added to his annual leave), or alternatively, a payment of ten shillings (10s.). If called upon to do any fire-fighting during the week end, the rate for this work set out in clause 24 (b) (ii) will be paid.

25.—Holidays.

A worker other than a casual, but including a worker employed on part-time work, even though engaged for less than six (6) days at a time, shall receive, inclusive of all public holidays taken, holiday pay equivalent to one (1) day's pay of eight (8) hours for each month of continuous service; and the portion of a day's pay for a broken period of a month, including any Sundays occurring in such broken period, calculated on the basis of the days in the month in which payment is made.

Absence from work for any of the following reasons shall not break continuity of service, and the periods shall be considered as service for the purpose of this clause only:—

- (a) Inclemency of the weather, provided the worker is ready and willing to work if called upon;
- (b) Leave granted by the officer in charge on account of illness, or special necessity, up to a period not exceeding six (6) days in any one (1) year;
- (c) Periods occupied in proceeding from job to job, as provided in clause 28 of this Award;
- (d) Absence up to one (1) month whilst in receipt of payment under the Workers' Compensation Act owing to an accident incurred at work.

26.—Wet Places.

Workers while working in wet places shall be paid one shilling (1s.) per day in addition to the rate prescribed.

"Wet places" shall mean places where the water is over the workers' ankles or where, in performing the work, the splashing of the water and mud saturates their clothing, or where protection is not provided to prevent splashing or the dripping is sufficient to saturate their clothing. The officer in charge shall decide whether the place is a "wet place" within the meaning of this clause.

27.—Walking Time.

Workers shall be paid at ordinary rates for the time occupied in getting from camp or the recognised starting place to work. Provided that time so allowed shall not exceed twenty (20) minutes per mile for walking, eight (8) minutes per mile for cycling, and four (4) minutes per mile for conveyance by motor vehicle: Provided further, that in the case of men walking when the distance exceeds two (2) miles, or men cycling when the distance exceeds five (5) miles, and if men are conveyed by motor vehicle when the distance exceeds ten (10) miles, a similar allowance shall be made for mileages in excess of two (2), five (5), and ten (10) miles respectively, for return to camp or recognised starting place. The officer in charge shall determine the recognised starting place.

28.—Payment for Pitching, Striking and Removing Camp.

(a) For workers starting work for the first time the Department shall have the campsite cleared and tents pitched before workers arrive on the job; failing this, workers shall be paid at ordinary rates for the actual time taken to erect the camps.

(b) When it is necessary to shift a man or gang of men from one campsite to another within the same District, the Department shall have the new campsite cleared and tent poles cut in advance, and shall provide transport at a time which will allow the workers concerned to shift camp without loss of working time. Should any of such workers be required to perform work incidental to the foregoing, they shall be paid for same at ordinary rates.

(c) When a worker on a work is paid off and is offered and accepts re-engagement in another District, he shall be paid for ordinary working hours in getting to the new work: Provided that the total payment in any such instance shall not exceed eight (8) hours at the rate he was receiving at the time he finished the old job; and further provided, that the worker shall travel to the new work as directed by the Department.

(d) For the purpose of this clause "camp" means a tent with fly properly erected and drained, together with a stretcher or bed usually known as a bush bunk.

29.—Medical Chest.

The Department shall provide an efficiently equipped medicine chest at District Head-quarters and any Block Head-quarters, where more than ten (10) men are employed on the block. A small first-aid cabinet shall be kept readily accessible at places where work is proceeding.

The medicine chest and first-aid cabinet referred to herein shall be open to inspection by an officer of the Union.

30.—Delivery of Stores and Water.

The Department shall make provision for the delivery of stores at reasonable intervals and shall provide potable water for workers.

31.—Tools.

All tools required for the performance of the work shall be provided by the Department, and such tools shall be satisfactorily accounted for when required, failing which the value of any missing equipment, less a fair depreciation allowance, may be deducted from the wages of the worker concerned.

32.—Accommodation.

(a) Where workers in the performance of their work have to camp out, the Department shall supply sufficient tent accommodation on each job to properly house the men employed.

Rent for tents shall be as under:—	Per Week.
Size 6 x 8 (one man only)	6d.
Size 8 x 10 (occupied by one man at his own request)	8d.
Size 8 x 10 (if two men) each	4d.
Size 10 x 12 (for married couples only)	1s.

Size of tents:—The principle of supplying each worker with a 6 x 8 tent and married couples with a 10 x 12 tent is approved, and will be given effect to as fresh supplies of tents are obtained.

(b) On works where ten (10) or more men are employed, the Department shall, on the application of not less than ten (10) workers, supply free of charge sufficient tarpaulins, trestles, 12 inch boards for tables, stools, or forms, and cooking and dining utensils for a ranch.

(c) Every such ranch shall have a committee of management, appointed by the workers, whose names shall be notified from time to time to the officer-in-charge of the particular work, and such committee shall be personally responsible for the loss or damage to any of the articles supplied to the ranch by the Department. fair wear and tear excepted, and the committee shall return them.

(d) The erection of ranches shall be done in the Department's time.

(e) Where no boardinghouse or ranch is provided, the Department shall supply, if required, one sheet of eight (8) feet galvanised iron, for the use of each worker.

(f) Cooking:—The Department shall provide in every camp a reasonable number of iron sheets or other material as protection for the cooking place.

33.—Sanitary Service.

Necessary sanitary conveniences shall be provided on each work by the Department. Failure to use such conveniences in a proper manner shall render any worker liable to summary dismissal.

34.—Mixed Functions.

(a) Any worker carrying out work classified at a higher minimum than his ordinary rate for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of that shift: Provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two (2) hours at work classified at a higher minimum than his ordinary rate, he shall be paid his ordinary rate for the whole shift.

(b) A worker's regular rate of pay shall not be reduced whilst he is temporarily employed at work classified with a lower minimum, owing to shortage of material occasioned by the Department's default, or for any other cause within the control of the Department.

35.—Water Bags.

The Department shall provide a sufficient number of waterbags for each camp, where work is proceeding, for the use of the workers. If such waterbags be removed by the worker from the camp to his place of work he shall satisfactorily account for same when required, or the value thereof, less a fair depreciation allowance, may be deducted from his wages.

36.—Waterproofs.

Where the Department requires workers to work in the rain or on coppice cleaning or thinning small sapling stands during the winter months, the Department shall provide suitable waterproof jackets free of charge. Such waterproof jacket shall remain the property of the Department.

37.—Camp Allowance.

Where a worker is required to live in a tent at or in the neighbourhood of the job, an allowance at the rate of five shillings and threepence (5s. 3d.) per week will be paid.

38.—Piecework.

(a) The rate of payment for any system of piecework 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 ordinary hours at least ten per cent. (10%) above the minimum time rate of pay as prescribed herein for such week's work: Provided that, where a worker works part of a full week at piecework rates and part at time rates, he shall be paid so much as he is entitled to receive under such piecework rates, plus the proportionate amount which he is entitled to receive under this Award at time rates of pay.

(b) All disputes between the Department and worker, or between the Department and the Union as to any matters relating to payment by results, including any question as to whether the rates or prices are properly based on the capacity of an average workman plus ten per cent. as aforesaid, and as to the extension of any system of payment by results by the Department to workers shall, in default of agreement between the Department and the Union, be referred to the Board of Reference.

(c) Where the system of marking of coupes of fixed value is adopted by the Department, the value of each coupe shall be fixed on a basis of the cost of carrying out similar work by a worker of average capacity on the rates provided under this Award for the class of work involved, plus ten per cent. (10%). Any dispute between the officer in charge and the worker arising under this clause shall, in default of agreement between the Conservator and the Union, be referred to the Board of Reference.

39.—Lookout Man.

(a) Any worker detailed for work on lookout tower shall receive a margin of one pound (£1) over the basic wage, exclusive of camp allowance, for a week of seven (7) days, including payment for any overtime worked.

(b) A worker shall not be required to serve two consecutive lookout periods of seven (7) days, unless he so desires. On completion of a seven (7) day period, a worker shall be allowed, if he so desires, to take out one (1) day's leave without pay.

(c) A worker selected for this duty shall, if he so desires and if his work is satisfactory, be employed for the full season of fire danger, or the balance of the season, if his appointment is made during the season.

40.—Theodolite Survey Camp.

Workers working under a surveyor carrying out survey work with a theodolite shall receive the same pay and conditions as survey workers employed by the Surveyor General.

41.—Long Service Leave.

The conditions governing long service leave to Government wages workers generally shall be deemed to be embodied in this Award.

42.—Board of Reference.

The parties agree that a Board of Reference shall be appointed. Such Board shall consist of a chairman and two (2) members, one nominated by the Conserva-

tor and the other by the Union. The chairman shall be some person agreed upon by the parties, but if the parties are unable to agree upon an appointment, they hereby agree to accept any person nominated by the Court of Arbitration. There are assigned to such Board, in the event of no agreement being arrived at between the parties, 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 and conditions for any occupation or calling not specifically mentioned in the Award;
- (iii) deciding any 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.

43.—Term.

This Award shall have a currency of three (3) years from the date hereof: Provided that, after the first year's operations, it will be permissible for either party, on giving one (1) month's notice in writing, to apply for a variation or amendment of the rates, conditions, or classifications.

44.—Contract of Service.

1. For workers who have been continuously in the service of the Department for twelve (12) calendar months the following provisions shall apply—

(a) The employment is terminable on either side by one (1) week's notice given on any day.

(b) The employer may dismiss any worker, without notice, for neglect of duty or misconduct or inefficiency, in which case the worker shall be entitled to wages up to the time of such dismissal only.

(c) If for any reason whatever during any portion of the working hours of any week no work is available or performed, the worker will be entitled to be paid only for the time actually worked at the rate of pay prescribed, apportioned to such time actually worked during the week.

(d) (i) 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 the liability of the employer hereunder shall in no case exceed one (1) week's wages during each calendar year ending on the 31st December in respect of any worker. Payment hereunder may be adjusted at the end of each such 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.

(ii) To entitle the worker to the benefits of this sub-clause, proof satisfactory to the officer in charge of sickness shall be produced, but a formal medical certificate may not be required, except the worker is absent for three (3) consecutive working days or more. No payment will be made if any absence is due to the worker's own fault, neglect, or misconduct. This sub-clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(iii) For the purpose of this clause the continuity of service shall not be deemed to be broken by—

- (a) inclemency of weather, provided the worker is ready and willing to work if called upon;
- (b) permitted absence on account of sickness as herein provided;
- (c) periods occupied proceeding from job to job, as provided in this Award;
- (d) absence up to one (1) month whilst in receipt of payment under the Workers' Compensation Act.

2. For workers who have not been continuously in the service of the Department for twelve (12) calendar months as aforesaid, the following provisions shall apply:—

(a) The rate of pay is fixed on a weekly basis, subject to the following conditions, namely, that if in the case of any worker for any reason whatever during any portion of the working hours of any week no work is

available or performed, the worker will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week.

(b) Notwithstanding the rate of pay is prescribed on a weekly basis, there shall be no obligation on the part of the Conservator or the worker to give a week's or any other notice to determine the employment, the position being in this respect the same as if the worker were employed at an hourly wage.

45.—Record.

The employer shall keep, or cause to be kept, a time and wages record, showing the name of each worker, the hours worked, and the wages and allowances paid each week. Such record shall be open for inspection to a duly accredited representative of the Union during the usual office hours, at the employer's head office or other convenient place, and he shall be allowed to take extracts therefrom.

46.—Preference.

Preference of employment in respect of the classes of workers covered by this Award shall be given to financial members of the Australian Workers' Union, provided that any worker or applicant for employment who is a member of another recognised industrial Union, and who produces proof of such membership, shall be entitled to equal preference: Provided that such worker or applicant shall, within fourteen (14) days of the expiry of his current ticket with the other Union, make and complete an application for membership with the Australian Workers' Union.

47.—Wages Schedule.

The minimum rates of wages shall be as set out hereunder:—

Basic wage—(a) Metropolitan Area—£4 2s. 2d. per week; (b) elsewhere in the South-West Land Division—£4 3s. 1d. per week.

	Margin over Basic Wage.
	s. d.
First grade:—	
Fencing	6 0
Bush telephones—erection and maintenance	6 0
Top disposal man working independently ..	6 0
Hand crosscut sawyer	6 0
Pine fallers for milling	6 0
Working rock involving use of gads or drills, picks, or crowbars	6 0
Mining timber getters	6 0
Culvert and light bridge construction ..	4 0
Maintenance of fire towers	4 0
Firewood cutters	4 0
Fence post splitters	4 0
Sucker bashing and grubbing	4 0
Topographical survey and classification work hands	4 0
Axemen for clearing purposes, that is, where the major portion of the bush to be cut is not more than 12 inches in diameter and regeneration cleaning where marked in advance	4 0
Second grade:—	
Planters (digging, holing, spot cultivation, planting)	Nil
Nursery hands	Nil
Light clearing, including minor operations associated with regeneration cleaning, improvement work and crown thinning of pole stands	Nil
Forming and gravelling tracks	Nil
Handling earth and gravel	Nil
Space thinning sapling stands	Nil
Spot sowing and cultivation	Nil
Labourers assisting men in higher grade work	Nil
Top disposal man under supervision ..	Nil
Special rates:—	
Axemen carrying out regeneration cleaning, improvement work, and crown thinning of pole stands without marking and falling for purpose of clearing where major portion of bush is over 12 inch in diameter	9 0

47.—Wages Schedule—*continued.*

	Margin over Basic Wage. s. d.
Axemen engaged on felling and preparing hardwood logs for milling or timber used for construction work	15 0
Billeting tuart	20 0
Powder monkey	18 0
Tool sharpener	10 0
Saw sharpener	15 0
Bush carpenter	18 0
Bush blacksmith	20 0
Worker operating petrol driven saw	12 0
Well sinker down to 20 ft.	6 0
Well sinker beyond 20 feet or where explo- sives are used	9 0
Motor wagon driver—vehicle not exceeding 25 cwt. capacity	14 6
Motor wagon driver—exceeding 25 cwt., but not exceeding 3 tons capacity	18 6
Motor wagon driver—exceeding 3 tons capacity	22 6
Tractor driver, including light motor driven grader mits	18 6
Grader man	6 0
Horse driver—1 horse	9 6
The rate for a one-horse driver shall not apply to special works where the occasional use of a horse is incidental to the main job.	
Horse driver—two horses	14 6
Workers engaged as horse drivers shall in their own time feed and groom their horses, grease their drays and im- plements, and attend to harness, and for so doing they shall be allowed 6s. per week for one horse and 9s. per week for two horses, and an additional 3s. per week for each horse additional not exceeding in all the sum of 15s. per week.	
Similar arrangements shall be made for one man to attend a horse, cart and harness, in the case of a small camp, where the care of one horse is involved, such man to receive an allowance of 6s. per week.	
Broad axeman—beam squaring	26 0
Broad axeman—preparing timber for culvert and light bridge work	18 0
Sanitary men to be paid 1s. per day above ordinary pay.	
Leading hands shall be paid 1s. per day in addition to the Award rate for the class of work being performed by such leading hands.	
Workers handling super shall be paid 1s. per day extra.	
Men poisoning trees or shrubs shall be paid 1s. per day extra.	
Woodcutters employed on piecework shall, in lieu of holiday pay, receive an allowance of 6d. per cord, and for providing their own tools, an allowance of 3d. per cord.	
Employment of Boys:	
Telephone boys employed solely in the capacity of messengers—20s. per week.	
Boys whose homes are in the vicinity of the forest may be employed in the nursery or on other light work at the following rates of pay:—	
	Percentage of Basic Wage Rate.
Up to 17 years of age	50
On attaining 17 years	72
On attaining 18 years	83
On attaining 19 years	94
On attaining 20 years	Full rate.

In witness whereof this Award has been signed by
the President of the Court, and the Seal of the Court
has been hereto affixed this 30th day of April, 1940.

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

THE EASTERN GOLDFIELDS AMALGAMATED
TAILORS AND TAILORESSES' SOCIETY,
INDUSTRIAL UNION OF WORKERS,

Industrial Agreement No. 9.
(Registered 2/5/40.)

THIS Agreement is made in pursuance of the Indus-
trial Arbitration Act, 1912-1935, this Nineteenth day of
March, 1940, between:—Alf. Sampson, 36 Burt street,
Boulder; F. Harris, 107 Burt street, Boulder; Paul
Sertis, 64 Burt street, Boulder; W. T. Glasson, 117
Maritana street, Kalgoorlie; Les. G. Dodman, 8 Boulder
road, Kalgoorlie; W. A. Spoons, 238 Hannan street,
Kalgoorlie; and the Eastern Goldfields Amalgamated
Tailors and Tailoresses' Society Industrial Union of
Workers.

1.—Term.

This Agreement shall continue in force for a period
of three (3) years from the date hereof.

2.—Scope.

This Agreement shall apply to all employers and
workers engaged in the Tailoring Industry within a
radius of twenty-five (25) miles of the Kalgoorlie
Post Office, in order work which, without limiting its
meaning, shall include among other items the follow-
ing work, viz:—

- (a) Garments cut to individual measurements;
- (b) Garments that are fitted on;
- (c) Garments cut to clear measure;
- (d) Repairs and alterations of all descriptions;
- (e) Persons taking measurements for individual
garments.

3.—Hours.

Forty-four (44) hours shall constitute a week's work,
and shall be worked between the following hours:—
On five (5) days of the week (Monday to Friday, in-
clusive)—8.30 a.m. to 5.30 p.m.; Saturday—8.30 a.m.
to 12.30 p.m.

4.—Mid-day Meal.

One hour shall be given and taken by each worker
between the hours of 12 noon and 2 p.m.

5.—Overtime.

- (a) Any worker who is employed in excess of the
hours fixed for any one day or in excess of forty-four
hours in any one week, shall be paid overtime at the
rate of time and a half.
- (b) Each day shall stand alone and a minimum of one
shilling and sixpence (1s. 6d.) shall be paid for each
day on which overtime is worked.
- (c) Where overtime is worked after 5.30 p.m., Mon-
day to Friday, inclusive, the worker shall receive one
shilling and sixpence (1s. 6d.) meal money.
- (d) No apprentice under the age of sixteen (16)
years shall be worked overtime.

6.—Preference to Unionists.

In the employment of persons under this Agreement,
no discrimination shall be exercised against the mem-
bers of the Eastern Goldfields Amalgamated Tailors
and Tailoresses' Society Industrial Union of Workers:
Provided that, where a worker other than a member of
the Union is engaged, such worker shall, within twenty-
eight (28) days of engagement, make application for
membership of the Union, and, if accepted, shall com-
plete such application.

7.—Payment for Work on Sundays or Holidays
at the Employer's Request.

- (a) All time worked by workers other than piece-
workers on a Sunday or Christmas Day, Labour Day,
or Easter Monday, shall be paid for at the rate of ordi-
nary time in addition to weekly rates.
For all the time so worked on other holidays, payment
shall be made at half-time in addition to the weekly rate.
- (b) Pieceworkers employed on Sunday, Christmas Day,
Labour Day, or Easter Monday, shall be paid at log
rates, and, in addition, the rate provided for weekly
workers for the time so worked. If pieceworkers, are
employed on other holidays, they shall be paid log rates
and, in addition, the rate provided for weekly workers
for the time so worked.

8.—Distribution of Work.

All workers not classified as casual workers shall receive an equal distribution of work that is available in the shop, and a roster shall be posted up in the work-room showing a correct system of turns to be worked during such slack periods, so that workers will know when it is their turn for work during such slack periods.

One day's notice shall be given of suspension of work, or that any worker (which term shall include an apprentice) will not be wanted to attend at the factory or workshop, and the employer shall be liable only for payment of wages up to the time of expiration of such notice.

If at any time work is suspended, or a worker is told that he or she will not be wanted to attend at the factory or workshop, without such one day's notice having been given, a worker shall nevertheless be entitled to one day's pay, or to payment for such less time as work may be suspended, or the worker is not wanted to attend at the factory or workshop respectively, unless the suspension of work arises from such cause beyond the employer's control, in which case and subject to the provisions of clause 3 hereof, the employer shall not be liable to pay any worker for the time during which work is so suspended. Workmen shall give notice to their employer when they desire to be absent from work, except in case of sickness or emergency beyond their control. Notice of suspension of work given before noon on the day it is intended to suspend work shall be deemed a day's notice for the purpose of this clause.

Provided that, if an apprentice is put on broken time, the apprentice shall receive the six-monthly increase in wages, the same as would be received if the apprentice had worked full time, and that the apprentice shall have the period of service allowed in full: Provided that the apprentice passes the periodical examination to the satisfaction of the examiners.

9.—Out Work.

Nothing in this Agreement shall affect the right of an employer bound by this Agreement to contract, sub-contract, let, or sublet to any person who conducts a workshop or factory: Provided, however, that such person shall mean a person, firm, or company bound by this Agreement.

Every employer shall keep a book containing the following information, written clearly and legibly in ink:—

- (1) The number of articles and description of all work which is done or executed elsewhere than in or on the shop or premises of the employer;
- (2) The name of the person, firm, or company performing the work mentioned in paragraph (1), together with the address or place of business where such work is to be done.

Such book shall be kept and entries made regularly and punctually. It shall be open for inspection to a duly accredited official of the Union or an Inspector of Factories, during the usual business hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom, or copies of the entries contained therein.

10.—Regulation of Out Door Work.

1. All work shall be done in the workshop, provided and controlled by the employer, except where a permit shall be given by the Chief Inspector of Factories, which permit shall only be given after due notice of the application therefor shall have been served on the Union of Workers for ratification. Such notice shall be given by registered letter and only in the following cases:—

- (a) Where the person to whom it is proposed to give such work is unable to work on the employer's premises by reason of infirmity, old age, or domestic ties;
- (b) Lack of accommodation on the employer's premises: Provided that in such case the employer shall not have more than one such out-door worker to every ten in-door workers or part thereof.

2. Persons doing out-door work shall not employ labour.

3. Persons doing out-door work shall not work for more than one employer, except by the consent of the Board.

4. Should the Union or employers disagree with the issue of the permit referred to in subclause 1 of this clause, the matter may be referred to the Court.

5. Such worker shall be paid for at the piecework rates provided by this Agreement.

6. Out-door workers shall be provided free of charge with cotton, silk, thread, and all other sewing and trimming used in manufacturing garments.

11.—Wages.

(a) The minimum rate of wages payable under this Agreement to workers (other than duly registered apprentices and probationers working for a weekly wage) shall be ascertained according to the following schedule:—

Basic wage at the rate of £4 16s. 4d. per week, plus margins for skill for males.

	Margins per Week.		
	£	s.	d.
Male journeymen:—			
1. Cutters, shophand, foreman, or any male employed measuring customers	2	0	0
2. Trimmers, namely, males employed marking or cutting, lining or trimming	0	19	0
3. Fitters, namely, males employed fitting up garments	0	19	0
4. Tailors, namely, males employed making garments	0	19	0
5. Machinists, namely, males employed machining garments	0	19	0
6. Pressers, namely, males employed pressing any part of a garment ..	0	19	0
7. All others			Nil.

Basic wage at the rate of £2 12s. per week, plus margins for skill for females:—

	Margins per Week.		
	£	s.	d.
Female journey-women:—			
1. Machinists, namely, any female employed machining trousers, vests or skirts	0	18	10
2. Trouser hands, namely, any female employed making trousers	0	11	6
3. Vest hands, namely, any female employed making vests	0	11	6
4. All others			Nil.

Provided that, in all cases, any increase or decrease in the basic wage, the total wage prescribed will increase or decrease accordingly. This method of adjustment shall also apply to all apprentices.

12.—Apprenticeship Board.

An Apprenticeship Board shall be constituted, to consist of the chairman, appointed as hereinafter provided, and four other members, two to be nominated by the Union of workers, and two to be nominated by the employers. The functions of the said Board shall be as follows:—

Where the word "Board" (unless qualified) appears herein, it shall be understood to mean the Apprenticeship Board.

(a) To advise the Court as regards apprenticeship matters in the Tailoring Industry in order work, as in clause 2 defined within the area covered by this Agreement, and in particular on the following heads:—

1. The appointment or re-appointment of examiners;
2. The preparation of a syllabus for the course of instruction from time to time, with due regard to altered circumstances or special conditions which may arise;
3. Method of instruction to be followed;
4. The conduct of examinations of apprentices.

(b) Each side shall be at liberty to appoint its own examiners without interference from the other side.

(c) To assist in selecting the best type of apprentices, to advise upon the ability of any person, firm or company to effectively train an apprentice or apprentices to the Tailoring Industry.

(d) To consider and recommend improvements in the training of apprentices from time to time.

(e) The Board shall hold its deliberations in private, unless a majority of the representatives of the party or chairman otherwise directs.

(f) A chairman, independent of the interests of the employers and of the Union, shall be appointed on the joint nominations of two members representing the Union and the employers respectively, if they can agree upon one. In default of agreement, each such two members shall appoint a referee, and the two referees so appointed shall confer and appoint such an independent person as aforesaid, who shall thereby be constituted chairman. A majority of the Board shall constitute a quorum.

(g) The Board may sit at such times and places as the majority may decide and arrange from time to time and place to place.

(h) The decision of the Board may be reviewed and altered by the Court, on the application of any of the parties: provided that notice of application to the review of such decision shall be given seven (7) days from the date thereof to the chairman and the opposite parties, and the application lodged with the Registrar asking for such review within fourteen (14) days of such decision: provided further, that all parties shall abide by the decision unless or until the same is altered by the Court.

(i) With the consent of the Court, either party may at any time vary its nomination of representative member.

(j) All applicants for apprenticeship shall enrol with the Board, and employers shall select their apprentices from such registered list.

(k) The secretary of the Board shall prepare and keep a roll of apprentices containing:—

1. a complete record of all applications to become apprentices;
2. a record of all apprentices and probationers placed with employers;
3. a record of all employers with whom apprentices are placed;
4. a record of the progress of each apprentice, recording the result of the examiner's reports;
5. any other particulars the Board may direct;
6. any master tailor can have access to the minutes of the Board.

(l) Every applicant for enrolment on the Register of Apprentices shall supply certificates as follows before indorsement by the Board:—

1. From an approved oculist or optician;
2. From the head teacher at last school attended;
3. Any other particulars the Board may require;
4. If satisfactory certificates are submitted to the Board, the applicant shall, if the Board considers necessary, then submit to the Board a certificate from a psychologist *re* fitness for the trade, and shall then be enrolled on the Register.

(m) Syllabus:—

1. The Board shall draw up a syllabus for the training of apprentices, showing what in its opinion is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus may be subject to review by the Board at any time, and shall be kept as a record by the Court of Arbitration, and a copy handed to the examiners before each examination.
2. A copy of the syllabus as may be varied or amended from time to time shall be supplied to employers at their request by the Board, and shall be made available not later than the 31st day of March and the 30th day of September in each year.
3. A copy of this syllabus shall be placed in a prominent place in the workroom.

(n) The Board shall have the right of making recommendations to the Court, with a view to preventing apprentices being taken on by an employer, who in the opinion of the Board has not given previous apprentices a reasonable opportunity to learn their trade, or who has previously applied successfully to have an apprentice agreement cancelled owing to his having ceased to carry on business. But this qualification shall not apply in cases where the Board is of the opinion that a *bona*

fide necessity exists for such cancellation, or where such an employer desires to take on a previous apprentice for the remainder of his term.

(o) If after the investigation of any complaint, the Board is of the opinion that the employer or the apprentice is not giving effect to the terms of this Agreement, the Board shall direct the offending parties' attention to this fact, and shall order such party to cease breaching the Agreement. If after notice the offending party does not forthwith give effect to the Board's order, the Board may direct the attention of the Registrar of the Court to the breach.

13.—Apprentices.

a. In this Agreement a "duly registered apprentice" means an apprentice of whose apprenticeship notice has been given to the Clerk of the Court of Arbitration in accordance with the provisions of this clause and a "duly registered probationer" means a person working as an apprentice on probation, of whose probationary period notice has been given to the Clerk of the Court in accordance with the provisions of the Industrial Arbitration Act, 1912-1935, and amendment.

b. For the purpose of this Agreement all workers in the industry shall be classified as belonging to one of the following classes:—1, Journeymen; 2, journey-women; 3, registered apprentice.

c. Male apprentices shall not exceed in number one to every three journeymen or journey-women, or fraction of three journeymen or journey-women cutters, coat, vest, or trouser hands, or machinists or pressers, employed by such employer or firm of employers. No apprentice under the age of sixteen (16) years shall be taken to the pressing branch.

d. Female apprentices shall not exceed in number one to every two journeymen or journey-women or fraction of two journeymen or journey-women cutters, coat, vest, or trouser hands, or machinists or pressers employed by such employer or firm of employers: Provided in reference to this and the immediately preceding clause, that the expiration of three years of the term of apprenticeship (and subject to the apprentice having qualified by examination for that period) an additional apprentice may for the purpose of computing such proportion be taken in substitution for the apprentice so completing the term of three years aforesaid: Provided that, in any case where the Board is of opinion that the number of apprentices allowed to any employer in accordance with clauses (c) and (d) of this clause should be increased, and the Board may make such investigation as it may deem necessary, and grant a permit for such employer to employ such further number of apprentices, as may be directed.

e. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the number of journeymen or journey-women employed, taken respectively, shall be deemed to be the average number of journeymen and journey-women employed for at least two-thirds of full time on all working days of the twelve months immediately preceding such time. Where an employer is himself actually working as a journeyman or journey-woman, he or she shall be allowed to count as a journeyman or journey-woman, as the case may be, for the purpose of calculating the average number of journeymen or journey-women under this subclause. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, in any section, such class of employee as set out in the weekly wage schedule of this Agreement, shall be taken separately, and each such class shall be deemed to be a distinct section: Provided that where employers have not been in business for eight (8) months, apprentices may be taken as follows:—Males, as provided in subclause (c) of this clause; females, in the proportion of one to every four journeymen or journey-women, and thereafter in the proportion provided in subclause (d) of this clause.

f. The terms of apprentice shall be as follows:—

- | | |
|------------------------------------|----------|
| 1. To cutting | 5 years. |
| 2. Coat-making | 5 years. |
| 3. Pressing | 4 years. |
| 4. Machining | 4 years. |
| 5. Fitting up and trimming | 4 years. |
| 6. Trouser and vest-making | 3 years. |

g. The following provisions shall apply in all respects to all apprenticeships:—

1. An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this Agreement, and shall pay the apprentice the rate of wages herein provided.
2. 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 this Agreement. In the event of his becoming an apprentice, such probationary period shall be counted as part of the term of apprenticeship.
3. Any employer taking an apprentice on probation shall within fourteen (14) days thereafter, register each 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 an apprentice on probation who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

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

(2) All agreements of apprenticeship shall be drawn upon a form approved by the Court, and shall be 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.

(3) There shall be three (3) copies of each agreement, of which one copy shall be held by the legal guardian of the apprentice, one copy shall be retained by the Registrar, and one copy by the employer.

5. The apprenticeship agreement shall be completed within fourteen (14) days from the termination of the probationary period, and such agreement shall contain the following:

- (1) The names and addresses of the parties to the agreement;
- (2) Date of birth of the apprentice;
- (3) A description of the industry, craft, occupation or calling, or combination thereof, to which the apprentice is to be bound;
- (4) Date at which the apprenticeship is to commence and the period of apprenticeship;
- (5) 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 Agreement, so far as they concern the apprentice;
- (6) Upon the failure of an apprentice to pass two successive examinations, it shall be the duty of the examiners to report to the Board. Upon receipt of an application from the employer, after giving one month's notice to all parties concerned, the Board may request the Court to cancel the agreement.

h. Notice of application for the registration of an agreement for probationer or apprentice shall be given by the Clerk of Court to the Industrial Union or Association of workers, or employers in the industry, and any such Union or Association may within fourteen (14) days give notice to the Clerk of the Court of its objection to the registration of the agreement, and

the grounds thereof. On receipt of such notice of objection the Clerk shall refer the matter to the Court, and shall notify all parties of the time and place appointed for the hearing, and the Court shall make such order for registration of the agreement, or otherwise, as it thinks fit.

i. 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 the cancellation of the agreement of apprenticeship, and, in the event of the Court refusing same, the wages of the apprentice, or such portion thereof as the Court may order, shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

For the purpose of this clause the term "misconduct," without limiting its general sense, shall include refusal to obey lawful orders, wilful neglect, or dereliction of duty, absence from work without leave, taking part in or being concerned in anything in the nature of a strike, or doing anything contrary to the provisions of the Industrial Arbitration Act, 1912-1935, or of this agreement.

j. 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, as laid down in the syllabus drawn up by the Apprenticeship Board, 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 as may be necessary. 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.

k. Should the services of the apprentice be required for shop duties, permission may be granted by the Board. In the event of the apprentice being taught by a pieceworker, payment of wages be agreed upon by employer and employee. In the event of failure of such an agreement, the Board or Court may be asked to decide a fair rate of pay.

l. If the examiners report to the Board that any employer has not provided sufficient opportunity for the apprentice to learn the trade, the Board shall act as set out in clause 12, subclause (a).

m. The minimum wage payable to apprentices shall be:—

	Per cent. of Male Basic Wage.
Coat-making—Males:—	
First six months	15
Second six months	18
Third six months	21
Fourth six months	25
Fifth six months	32
Sixth six months	40
Seventh six months	47
Eighth six months	55
Nine six months	63
Tenth six months	70
Cutting—Males:—Same as coatmaking.	
Machining—Males:—	
First six months	15
Second six months	18
Third six months	21
Fourth six months	25
Fifth six months	32
Sixth six months	40
Seventh six months	55
Eighth six months	70

Fitting up and Trimming—Males:—Same as Machining.

m. Minimum wage, etc.—*continued.*

	Per cent. of Male Basic Wage.
Pressing—Males:—	
First six months	23
Second six months	31
Third six months	38
Fourth six months	46
Fifth six months	53
Sixth six months	61
Seventh six months	68
Eighth six months	76
Coat-making—Females:—Same wages as male apprentices.	
Cutting—Females:—Same wages as male apprentices.	
Machining—Females:—	
First six months	28
Second six months	34
Third six months	39
Fourth six months	45
Fifth six months	56
Sixth six months	71
Seventh six months	85
Eighth six months	Margin 4d.
Fitting up and Trimming—Females:—Same wages as male apprentices.	
Trousers, Vest, or Skirt Making—Females:—	
	Per cent. of Female Basic Wage.
First six months	28
Second six months	34
Third six months	39
Fourth six months	45
Fifth six months	58
Sixth six months	73

Provided that the above rates or any of them may at any time be varied by award of the Court of Arbitration or the agreement made between the parties hereto.

n. Every apprentice shall be bound to submit himself or herself for examination by the examiners hereinafter constituted, at such places and times as may be determined by the Board, and such examinations shall take place at least once in each twelve (12) months.

o. The Clerk of the Court shall notify each employer, not later than one (1) month from the receipt of the report of the previous examination, of the task set by the examiners and approved by the Board for their respective apprentices at the next examination, and shall also notify the said employers to prepare and instruct their apprentices in that task assigned to each apprentice at their next examination.

p. The Clerk of the Court shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination. The employers shall provide such necessary material and machinery as may be available, if utilised on his premises, and shall in all ways facilitate the conduct of the examination.

q. The Board of Examiners shall consist of persons skilled in the industry. It shall comprise equal numbers of representatives nominated by the employers and workers in the particular trade. Failing such nominations 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. It shall be the duty of the examiners to examine the work, 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 (1) month from the date of holding the examination, but this period may be extended by the Court. Such examination shall, where possible, embrace the practice as applied to the trade, industry, craft, or calling to which the apprentice is indentured.

r. Such fees shall be paid by the Clerk of the Court to the Examiners as the Court shall allow.

s. The Clerk of the Court shall supply to each candidate and each employer a certificate showing the result of the examination, and it shall be lawful for any employer to withhold the increase in the wages accruing,

in accordance with the scale set forth in subclause (1) hereof, from any apprentice who fails to satisfy the examiners: provided that the provisions of subclause (j) have been adhered to.

t. 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 (1) month's notice in writing to the Court, and to the parties concerned, that such apprenticeship shall be terminated. If the apprentice shall at any time during the said term be wilfully disobedient to the lawful order of the employer, his managers, foreman, or other servants having authority over the apprentice; or be slothful, or negligent, or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of this agreement, then it shall be lawful for the employer to discharge the apprentice from his service: Providing 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, either unconditionally or subject to such terms and conditions as it may deem advisable.

u. 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.

v. (1) Subject to subclause (3) of this subclause v, 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.

(2) In the event of any 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 arrange a transfer, application may be made to the Court to arrange such transfer or to have such agreement cancelled.

(3) The employer shall pay the apprentice, in respect of time lost through compulsory military training, the amount by which the wages prescribed by the Industrial Agreement of the trade, calling, craft, industry or occupation exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military training imposed through failure to attend compulsory parades. All time lost by reason of compulsory military training other than the additional training mentioned in the above proviso, shall count as part of the apprenticeship.

14.—Apprenticeship Regulations.

a. For the purpose of these regulations, a minor means a person not less than fifteen (15) years of age, who customarily works under the direction of or in association with an employer-master or journeyman, upon material and with the tools and/or implements in the industry.

b. (1) No employer shall dismiss any employee from the employment, or injure him in his employment, or alter his position to his prejudice by reason merely of the fact that the employee is a member of the Apprenticeship Board, or by reason merely of anything said or done, or omitted to be done by any such person or employee in the course of his duty as such member.

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

c. Every agreement of apprenticeship shall be subject to the provisions of the Agreement in force for the time being applicable to apprenticeship in the industry.

d. 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 teach the apprentice and pay the rate of wages prescribed by the Court in its Award, or otherwise, to the total length of time served, and generally to perform the obligation of the original employer.

e. 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.

f. On the transfer or termination of an apprenticeship from whatever cause, the employer shall give the apprentice a certificate stating what time he has served, and full particulars of the branches of the trade or industry in which he has received instruction.

g. An employer who ceases to carry on business shall be entitled to apply to the Board for a recommendation to the Court for an order to terminate an apprenticeship agreement, by giving one (1) month's notice of such termination to the parties concerned. A copy of such notice shall be supplied to the Registrar. On the expiration of such notice, the employer shall be relieved of all obligations under the apprenticeship agreement.

h. Subject to the provisions of clause 5 hereof, the employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Agreement: Provided:—

- (1) payment for such sickness shall not exceed a total of six (6) days in each year of service;
- (2) where time is lost through sickness, 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 (7) days from resumption of duty, the cost, if any, of such certificate or certificates demanded by the employer, not exceeding five shillings (5s.), to be borne by the employer.
- (3) 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.

i. 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 recommendations to the Court. Any extension of the term of apprenticeship shall be subject to all of the conditions and stipulations in the original agreement.

j. When an apprentice is absent from work for any cause other than sickness or compulsory military training, the employer shall, subject to the provision of clause 13, subclause v, subclause (3) hereof, be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

k. The Court shall have power to transfer an apprentice from one employer to another temporarily or permanently:—

- (1) if the employer does not provide the necessary facilities for the apprentice to become proficient in his or her trade;
- (2) upon the application of the employer or apprentice, for good cause shown;
- (3) upon the application of an employer who from unforeseen circumstances is unable to carry out his obligations to an apprentice.

l. The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assignee, the legal guardian of the apprentice, the apprentice, the Registrar and the new employer, and approved by the Board. The transfer form shall be completed within one (1) month from the date at which the transfer is effected. There shall be four copies of the form of transfer, of which one copy shall be held by the late employer, one by the legal guardian of the apprentice, one by the new employer, and one shall be retained by the Registrar.

m. Upon 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 and indorsed by the employer.

n. The Registrar shall prepare and keep a roll of apprentices containing:—

- (1) a record of all apprentices and probationers placed with employers;

(2) a record of all employers with whom apprentices are placed;

(3) a record of the progress of each apprentice, recording the results of the examiners' reports;

(4) any other particulars the Court may direct.

o. Subject to the provision of clause 13a, hereof, an "Apprentice" means a person of either sex of any age who is apprenticed to learn or be taught any industry, trade, craft, or calling to which this Agreement applies, and includes an apprentice on probation.

p. No apprentice shall work in any branch of the trade other than the one bound by his agreement to learn.

15.—Visiting Workshops.

Any duly authorised officer of the Union of Workers, together with a master member of the Board of Reference, shall be permitted to enter any establishment during the time that work is being performed, to inspect any workshop, wages book, time book, and book referred to in clause 9 subclause (1) and (2), or where he has reason to believe that a breach of this Agreement is being carried on.

16.—Piecework and Taskwork.

All workers on piecework or task work shall be paid for in accordance with the log hereto attached: Provided that any person working under system of payment by result shall receive at least the time rate of pay as prescribed by this Agreement.

17.—Normal Average Output.

Where any employer requires a time worker or workers a given amount of work, such workers shall confer and decide what the normal average output shall be for the time being, and such output shall be based on the average amount that the average worker in the shop or factory can reasonably do without any undue strain on such workers: Provided that, if any disagreement arises over the fixing of the output that such workers and employers require, same shall be referred to the secretary of the Union of workers, and, failing a satisfactory settlement, such dispute shall be referred to the Board of Reference for determination.

18.—Board of Reference.

a. For the purpose of this Agreement there shall be a Board of Reference, consisting of two representatives of the employers and two representatives of the Union of workers, and a chairman to be mutually agreed upon by such representatives, or, in default of such an arrangement, to be nominated by the Clerk of the Arbitration Court.

b. Either party may at any time vary its representatives and fill any vacancies.

c. If any dispute or question shall arise in the carrying out of this Agreement, between the Union of workers and the employers, or either of them, it shall be referred by either party concerned to the Board for determination. Should either party be dissatisfied with such determination, such party shall have the right to appeal to the Court of Arbitration against such determination.

d. The Board shall have the power to classify and fix wages, rates and conditions for any occupation or calling not specifically mentioned in this Agreement: provided that nothing herein contained shall empower the Board to vary or amend the rates of wages, or any other term or condition set out in this Agreement.

e. On any matter being referred to the Board as aforesaid, or at the request of any two members of the Board, the Chairman shall convene a meeting of the Board, to be held at such place and time as he shall appoint: Provided that such meeting shall be held in any case not later than fourteen (14) days from the date of such reference or request.

f. The chairman shall determine whether any question of dispute properly comes within the province and function of the Board.

g. Any costs or charges attending sittings of the Board may be awarded by the chairman against the unsuccessful party.

19.—Higher Duties.

Any worker engaged on any day at a higher class of work than that which he or she is usually engaged in, such worker shall receive the rate of pay fixed for such higher class of work: Provided that, where a worker is engaged for more than half a day on the higher duties, such worker shall be paid for a whole day, at such higher rate of pay, but if employed for less than half a day at such higher class of work, such worker shall receive the higher rate of pay for the time that he or she is actually engaged on higher duties.

20.—Terminating Employment.

In order to terminate employment for weekly workers, an employer shall give the employee a week's notice or a week's pay in lieu of such notice: Provided that a weekly employee shall be classified a weekly worker, if engaged for five consecutive days or more with the same employer.

21.—Placing Agreement.

a. In connection with every workshop or factory, the employer shall make provision for warmth in the winter months, so that the employees will be able to perform their work.

b. It shall be prohibited for an employer to work any person under artificial light for longer than four (4) hours any one day, and if any person who is employed for the time prescribed in the above clause such worker shall receive one shilling and sixpence (1/6) per day for such disability of working time.

22.—Chairs to have backs.

a. All chairs provided by the employer shall be reasonably comfortable.

b. A chair provided for any female shall have a back to it, unless the employee request to be allowed to use a seat without a back to it.

23.—Factory or workshop to be cleared.

Each factory or workshop shall be swept thoroughly each day.

Each factory or workshop shall be thoroughly washed or scrubbed out with phenyle and water at least every three (3) months, such scrubbing not to be done by an apprentice.

24.—Hot Water.

Every employer shall provide hot water for employees, at least once each day, at such time as employees may require it.

25.—Time and Wages Record.

The employer shall keep or cause to be kept a time and wages record book, wherein shall be entered:—

- a, the name of each worker paid by time or piece-work;
- b, the nature of his employment;
- c, the time he commences and finishes work each day;
- d, the total hours worked each day;
- e, the wages received therefor.

The employer shall be responsible for the proper posting of the book each week, which shall be signed only if correct by each worker when being paid.

Such book shall be open for inspection by a duly accredited representative of the Union during working hours.

26.—Workers Absenting Themselves.

No worker shall, without just cause, be absent from his or her place of employment during the prescribed hours, whilst there is work ready to be done by such worker, and where the wages are fixed at per week, the worker to be entitled to the sum so fixed must be available and ready and willing to do the work on the days and during the hours fixed by this Agreement.

27.—Breakdown Time.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the employee cannot be usefully employed because of any strike by the Union or any other Union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent: Provided that the employer shall not make

any reduction from the wages for such time as may elapse until the employees are notified that their services will not be required pending the resumption of work or repairs being effected.

28.—Waiting Time for Pieceworkers.

a. Coatmakers:—The rule as to waiting for work shall be as follows:—At the first try out, when the worker has picked the coat to pieces and given to the cutter to mark up and re-cut, should the operative be detained for more than twenty (20) minutes before the cutter returns the same, the operator should be paid for all time over the said twenty minutes at pieceworker hourly rates.

b. All other pieceworkers who are authorised or requested to wait for work on any day for more than thirty (30) minutes in the factory or workshop, shall be paid for such waiting time at the usual hourly rates.

29.—Cadets.

A bona fide employer shall be permitted to employ one son as a cadet to learn all branches of the trade of such employer, notwithstanding that this Agreement provides that apprentices may be taken only to a specified branch of the trade: Provided that, in ascertaining the number of apprentices to be taken, such cadet shall be deemed to be an apprentice for the purpose of such computation.

THE PIECEWORK LOG HEREINBEFORE REFERRED TO.

The following terms shall have the meanings hereby assigned to them:—

- D.B. shall mean double-breasted.
- S.B. shall mean single-breasted.
- Fitting up shall mean cutting, facing, collar, welt, and bands, straps, and all fittings and linings.
- Extras shall mean any work not specified in the starting price.

Bastes.

- Body coat or overcoat:—Seams basted over canvas in foreparts with one sleeve and collar—2 hours.
- Body coat or overcoat:—Full baste without linings, including facing, sleeves buttons and tabs—3 hours.
- Body coat or overcoat:—Forward try on; front edge made up, all seams finished, collar and sleeve basted in—1 hour.
- Sac, Norfolk, and Eton:—Skeleton baste, one sleeve, canvas in foreparts—1 hour.
- Sac, Norfolk, and Eton:—If pressed with collar and one sleeve—1½ hours.
- Sac, Norfolk, and Eton:—Forward try on; front edges made up, all seams basted, collar and one sleeve basted in—1 hour.

Machine Log—Male.

Sac Coat:—To start with three or five pockets, with or without two flaps, haircloth, any length—One-third (33 1/3rd%) of basic wage.

	Hours extra.
D.B.	2
Buttonhole cuff—one hole	1
Additional holes per pair	½
Open cuff without holes	½
Open cuff, if bound down vents	1
Additional flaps	½
Do. if bound top and bottom	2
Binding or single stitched by hand	2
Double stitched by hand	2
Extra pocket outside	1
Do. inside	2/3rd
Stitched shoulder up to 9 inches in depth	2/3rd
Stitched shoulders, if continued to side seam	1½
Open edges	½
Bluff edges with two stitchings	½
Open edges if worried at back	1
Jetting side seams and bottom unlined back	2/3rd
Taped or felled seams, unlined sac	2
Shoulder straps	½
Shoulder straps with hole and button	1
Vents at side seam	1
Puffs in facing per pair	1/3rd
Formed cuff if filled up	1
S.B. sac with D.B. collar	2/3rd
Breast cuts	1

Machine Log (Male)—continued.

	Hours extra.
Sleeves seamed by hand	2/3rd
Sleeves seamed in and shoulder seams by hand	1
Side seams by hand	1
Darts under arms by hand	1/2
Fitting up	1
Norfolk Jacket:—Starts same as sac coat—One-third of basic wage.	
With straps and belt—3 hours extra. (Other extras same as Sac Coat.)	
Chesterfields:—Starts with fly front, three, or five pockets, with or without flaps—One-half (50%) of basic wage.	
Without fly front—less 1 1/2 hours.	
	Hours extra.
Velvet collar	1
Stitched cuffs	1
Vents at side seams	1
Gauntlet cuffs	2
Edges stitched by hand	3
Edges double stitched by hand	5 1/2
Lined with silk to front edge, or silk facing to bottom	4
Silk facing lapel only	1
Chesterfield over 46 inches in length	1
Overcoat vent at back	1 1/2
(Other extras—same as sac coat.)	
Sac:—Khaki Drill, Silk or Cricketing Flannel—Start with three pockets. One quarter (25%) of basic wage.	
Open facings and eyelet holes—1 hour extra.	
Morning coat:—Start with three or five pockets—One half (50%) of basic wage.	
	Hours extra.
Sleeves and shoulder seamed in by hand	1
Back seamed by hand	1/2
Side seams by hand	1
Waist seams by hand	1
Side body seams by hand	1/2
Flaps across waist	1 1/2
(Other extras—same as sac coat.)	
Dress coat:—Start with three pockets, edges by hand or machine, with collar and lapels.—Two-thirds (66 2/3%) of basic wage.	
With roll collar—7 hours less.	
Silk facings, if finished below or filled in—3 hours extra.	
Body seams by hand—same as morning coat. (Other extras—same as sac coat.)	
Dress sac:—Start at edges by hand or machine—45 per cent. of basic wage.	
Silk collar—3 hours extra. (Other extras—same as sac coat.)	

Alterations and repairs—(Coats).

	Hours.
Seams: all shoulder, side and under arm, or part of waist, per pair	1
All waist seams	1 1/2
Back seam hollowed	1/2
Lounge or chesterfield—side seams cut	2
Ditto—Side seams part cut	1 1/2
Shortening coat	2
Lengthening coat	2
Lengthening coat and facing	2 1/2
Collar off	2
Collar part off	1
Collar off and shortened	3
Collar off and lengthened and new cover	3 1/2
Buttons off, and sewn on, each	1/12th
Sleeves out	3
Sleeves nearly out	1 1/2
Sleeves half out	1
Sleeves let out or taken in when out	1/2
Sleeves let out or taken in to cuff	1
Sleeves shortened or lengthened—plain	1
Sleeves shortened or lengthened—with holes	2
Ditto do. do. hand-faced extra	1/2
Sleeves split at cuff after sleeves are finished	1
Sleeves repaired at cuff	1
Relining body of coat	2
Relining skirts of coat	1 1/2
Relining sleeves	1 1/2

Vests—(Females).

	Hours extra.
Plain vest, two or three pockets:—To start. One sixth (16 2/3rd.%) of basic wage.	
	Hours extra.
Inside pocket	1/2
Outside pocket	1
D.B. vest without collar	1
Loose collar	1 1/2
Stitched collar	1
Hand stitched edge	1
Bound	1
Basting up for try on	1
Flaps, each	1/2
Flaps, hole and button	3/4
Fly front	1
Eyelet holes	1
Vents at side seams	1/2
Cuts, per pair	1/2
Tabs, hole and button	1/2
Loop and button	1/4
(All extras not mentioned to be arranged before starting the garment.)	
Riding trousers:—To start—30 per cent of basic wage.	
	Hours extra.
Strapping (large)	5
Strapping (small)	3
Cloth, continuations, not to exceed 4 1/2 inches, with three holes	3
Plain trousers:—Two pockets, with or without buttons:—To start—One sixth (16 2/3%) of basic wage.	
	Hours extra.
Hip pockets	1
Watch, cash or rule pockets	1
Flaps	1/2
Tabs	1/4
Loop and button	1/4
Lap seams	1
Raised seams	1/2
Serging seams	1
Side straps	1/2
Leather all round bottom	1
Leather at heel	1/2
Binding, on facing bottoms	1
French bearers	1/2
Extended band	1
Belt or half belt	1
Loops, each	1/4
Stitching creases (machine)	1/4
Stitching creases (hand)	2
Stitching half down leg seams by hand	1
Pleats in top sides	1/2
Over 22 inches round cuff	1/2
Braid down side seam (machine)	1
Braid down side seam (hand)	2
Double seat of cloth	1/2
24 inch and over	1/2
<i>Alteration and repairs to vests.</i>	
Roll or stand collar vest made into collar vest	2
New back and back lining	1 1/2
New forepart linings, if back or shoulder not altered	1
Let out or take in side seam	3/4
Top of back and shoulder seams out	3/4
<i>Alterations and Repairs to Trousers.</i>	
	Hours.
Side seams cut from pocket through bottom	1
Side seams cut through top and bottom of pockets	3
Leg seams cut through fork and bottom	1 1/2
Seat seams cut, crutch and part of leg seams out	1 1/2
Seat seams only	1/2
Seat seam cut, with crutch lining off and on again	1
Trouser shortened or lengthened	1
Lengthened and faced	1 1/2
Side seams and leg seams let out	1
Seating trouser	1 1/2
Large seat lining to cover seating	1/2
All other repairs and alterations to be arranged.	

In witness whereof the parties have hereunto executed these presents this 19th day of March, 1940.

Signed for and on behalf of:—

ALF SAMPSON,
36 Burt street, Boulder.

In the presence of G. Doogue.

Signed for and on behalf of:—

F. HARRIS,
107 Burt street, Boulder.

In the presence of G. Doogue.

Signed for and on behalf of:—

W. GLASSON,
117 Maritana street, Kalgoorlie.

In the presence of G. Doogue.

Signed for and on behalf of:—

PAUL SERTIS,
64 Burt street, Boulder.

In the presence of G. Doogue.

Signed for and on behalf of:—

L. G. DODMAN,
8 Boulder road, Kalgoorlie.

In the presence of G. Doogue.

Signed for and on behalf of:—

W. A. SPOORS,
238 Hannan street, Kalgoorlie.

In the presence of G. Doogue.

The Common Seal of the Eastern Goldfields Amalgamated Tailor and Tailoresses' Society Industrial Union of Workers, Kalgoorlie, was affixed in the presence of—

J. E. CARY,
President.

GERALD DOOGUE,

Secretary.

[L.S.]

THE MINING ACT, 1904.

Department of Mines,
Perth, 24th April, 1940.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to deal with the undermentioned Leases, as shown below.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.*Gold Mining Leases.*

The surrender of the undermentioned Gold Mining Leases was accepted:—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
Dundas ... ..	...	1556	Lone Hand	Scott, George.
East Coolgardie ... ..	...	5894E	Four B's	Gladstone, William Ellison; McCorkindale, Robert; Lewis, Samuel Leslie.
North Coolgardie	Menzies	5579Z	Lady Shenton West	The Lady Shenton Gold Mines (1934), No Liability.
		5587Z	Lady Shenton South Extended	The Lady Shenton Gold Mines (1934), No Liability.
		5593Z	Lady Shenton North	The Lady Shenton Gold Mines (1934), No Liability.
		5614Z	Florence	The Lady Shenton Gold Mines (1934), No Liability.
Peak Hill	Niagara	907G	Batavia North	Holme, Hugo Saari.
		559P	Red Bird	Brodie, William Fletcher.

The undermentioned Gold Mining Lease was declared not forfeited under section 106, subsection (3):—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Yilgarn	3555	No Trumps	Friedlander, Harris.

THE MINING ACT, 1904.

Department of Mines,
Perth, 24th April, 1940.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to deal with the undermentioned Temporary Reserve, as shown below.

(Sgd.) A. H. PANTON,
Minister for Mines.

The undermentioned Temporary Reserve has been cancelled:—

No.	Corres. No.	Occupant.	Locality.
1076H	1523/39	Butement, Thomas	Field's Find, Yalgoo Goldfield.

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, 20th May, 1940.

IT is hereby notified, for general information, that Constable D. G. Mann has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Moora Registry District, to reside at Dalwallinu, during the absence on sick leave of Constable J. W. G. Tunstill; appointment to date from 18th May, 1940.

R.G. No. 43/35.

IT is hereby notified, for general information, that Mr. J. F. Robertson has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Northam Registry District, to reside at Northam, vice Mr. E. P. Foreman, transferred; appointment to date from 20th May, 1940.

Registrar General's Office,
Perth, 22nd May, 1940.

R.G. No. 40/37.
IT is hereby notified, for general information, that Constable J. C. Maller has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Ashburton Registry District, to reside at Onslow, vice Constable S. J. Wightman, transferred; appointment to date from 24th May, 1940.

S. BENNETT,
Registrar General.

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 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.) 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.

- 7SH—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.
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.
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.

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.
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 Clyne 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 Colembra; 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 Henry; 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,
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.
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—Seabill, Ernest; Coolgardie; non-payment of rent.
502—Seabill, Ernest; Coolgardie; non-payment of rent.
550—Seabill, 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.

- 118S—Crawford, Robert; Carbine; non-payment of rent.

Water Rights.

- 56S—Crawford, Robert; Carbine; non-payment of rent.
59S—West Australian Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.
60S—West Australian Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.
65S—Crawford, Robert; Crawford, James Miller; Pimley, Elizabeth Mary; Carbine; non-payment of rent.
67S—Crawford, Robert; Crawford, James Miller; Pimley, Elizabeth Mary; Carbine; non-payment of rent.
74S—Hill, Alfred John; Kunanalling; non-payment of rent.
81S—Maxwell, James; Kintore; 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 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—Bordoni, 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,

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—Mason, 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; Yalgoos; 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.

- 25B Green, Matilda; Sandstone; non-payment of rent.

THE MINING ACT, 1904.

(Regulation 180.)

Warden's Office,

Laverton, 9th 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.) T. H. HANNAH,
 Acting Warden.

To be heard at the Warden's Court, Laverton, on Thursday, the 27th day of June, 1940.

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

MT. MARGARET GOLDFIELD.

Mt. Margaret District.

Business Areas.

- 698T—Georgiadas, Dimitrios; 3 Money street, Perth; non-payment of rent.
 701T—Harris and Leonard, Limited; Laverton; non-payment of rent.
 703T—Hosbach, Edna; Laverton; non-payment of rent.
 707T—Richards, Roderick David; Beria; non-payment of rent.
 708T—Allen, Frederick Christopher; Laverton; non-payment of rent; no Miner's Right.
 715T—Harris and Leonard, Limited; Laverton; non-payment of rent.
 717T—Webb, Herbert George; Leonora; non-payment of rent; no Miner's Right.
 723T—The Adelaide Timber Company, Limited; 14 Boulder road, Kalgoorlie; non-payment of rent; no Miner's Right.
 724T—The Adelaide Timber Company, Limited; 14 Boulder road, Kalgoorlie; non-payment of rent; no Miner's Right.
 740T—Parentiel, Jack; Vlasich, Andy; Beria; non-payment of rent; no Miner's Right.
 741T—Parentiel, Jack; Vlasich, Andy; Beria; non-payment of rent; no Miner's Right.
 745T—Runge, Hugo Adolph Wilhelm; Beria; non-payment of rent.
 747T—Rosandich, Steve; Barbarich, George; Beria; non-payment of rent.
 748T—Runge, Hugo Adolph Wilhelm; Beria; non-payment of rent.
 753T—Rosich, Steve; P.O. Box 21, Guildford; non-payment of rent; no Miner's Right.
 763T—Tomich, Tomica Kate; Beria; non-payment of rent; no Miner's Right.

- 765T—Rodin, Joseph; Osborne Park; non-payment of rent; no Miner's Right.
 768T—Potter, Oswald Lethbridge; Beria; non-payment of rent.
 774T—Lamb, Annie; Beria; non-payment of rent.
 781T—Parin, Marin Roeko Ukieh; Wanneroo; non-payment of rent.
 783T—Potter, Oswald Lethbridge; Beria; non-payment of rent.
 786T—Harris and Leonard, Limited; Laverton; non-payment of rent.
 787T—Dyson, Harry; Beria; non-payment of rent.
 704T—Hosbach, Margaret; Laverton; no Miner's Right.
 726T—Johnson, John Charles; Beria; no Miner's Right.
 731T—Gardiner, Joseph; Beria; no Miner's Right.
 756T—Thomas, William; Beria; no Miner's Right.
 776T—Hedley, John McKenzie; Beria; no Miner's Right.
 777T—Triat, Lucien John; 36 York street, Boulder; no Miner's Right.
 788T—Turner, James Godfree; 24 Frank street, Boulder; no Miner's Right.
 792T—McKechnie, Alfred Neil; Laverton; no Miner's Right.
 799T—Osborne, Jack; Beria; no Miner's Right.
 803T—Billich, Ivan; Beria; no Miner's Right.

Water Rights.

- 38T—Mt. Margaret Road Board; Laverton; non-payment of rent.
 54T—Boni, Daniel; Laverton; non-payment of rent.
 168T—Runge, Hugo Adolph Wilhelm; Beria; Turner, James Kinimont; Laverton; non-payment of rent.
 169T—Harris and Leonard, Limited; Laverton; non-payment of rent.
 171T—Mt. Crawford Pastoral Company, Limited; Laverton; non-payment of rent.
 179T—Mt. Crawford Pastoral Company, Limited; Laverton; non-payment of rent.
 180T—King of Creation Gold Mine, Limited; Erlington; non-payment of rent, no Miner's Right.
 182T—Runge, Hugo Adolph Wilhelm; Beria; non-payment of rent.
 186T—Gladiator Gold Mines, Limited; Laverton; non-payment of rent, no Miner's Right.

Garden Areas.

- 4T—Boni, Daniel; Laverton; non-payment of rent.
 36T—Brennan, James Daniel; Laverton; non-payment of rent, no Miner's Right.
 42T—Ross, William Alexander; Laverton; non-payment of rent.

Mt. Morgans District.

Water Rights.

- 82F—Yundamindera Pastoral Company, Limited; Yundamindera; non-payment of rent; no Miner's Right.
 90F—Yundamindera Pastoral Company, Limited; Yundamindera; non-payment of rent; no Miner's Right.
 91F—Farrell, John Patrick; Morgans; non-payment of rent.
 92F—Solly, Keith Harold; Murrin Murrin; non-payment of rent; no Miner's Right.

Machinery Areas.

- 13F—Norton, Alexander; 49 Hannan street, Kalgoorlie; non-payment of rent, no Miner's Right.
 14F—Crocker, Clifford Clyde; Yundamindera; non-payment of rent.
 15F—Bindah Gold Mines, Limited; 321 Murray street, Perth; non-payment of rent, no Miner's Right.
 16F—Brown, Joseph William; Redcastle; non-payment of rent, no Miner's Right.

THE MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Bridgetown, 20th 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 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.) A. D. SMITH,
Warden.

To be heard at the Warden's Court, Bridgetown, on Wednesday, the 17th day of July, 1940.

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

GREENBUSHES MINERAL FIELD.

Mineral Claims.

- 1—Tantalite, Ltd.; Perth; non-payment of rent.
 16—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 33—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 34—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 36—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 37—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 38—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 39—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 40—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 41—Vulcan Minerals, Ltd.; Perth; non-payment of rent.

Water Rights.

- 290—Greenbushes Tin, Ltd.; Perth; non-payment of rent.
 291—Vulcan Minerals, Ltd.; Perth; non-payment of rent.
 292—Vulcan Minerals, Ltd.; Perth; non-payment of rent.

Garden Areas.

- 42—Martha Millman; Greenbushes; non-payment of rent.
 52—Bert Lindsay; Greenbushes; non-payment of rent.
 55—Laura Violet Tredrea; Greenbushes; non-payment of rent.

Dredging Claim.

- 95—Frank Hintson; Greenbushes; non-payment of rent.

COAL MINES REGULATION ACT, 1902-1926.

Department of Mines,

2955/36. Perth, 17th May, 1940.

THE Honourable the Minister for Mines has been pleased to reappoint John Daniels and Robert Bevan as members of the Accident Committee of the Collie Coal Mines Accident Relief Fund Trust as from the 22nd day of April, 1940.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

MINE WORKERS' RELIEF FUND.

General Election—Mine Workers' Representative.

Returning Officer's Report.

NOTICE is hereby given that the result of the Ballot taken between the 14th and 20th days of April, 1940, for one Mine Worker Representative is as follows:—Long, (Miss) Eileen—2,073; McKerlie, Robert—1,317; McLean, Kenneth—1,554; Smith, A. F.—431; informal—282; total 5,657.

I hereby declare Miss Eileen Long as Mine Worker Representative on the Board of Control for the ensuing two years, subject to provisions of the Mine Workers' Relief Act and regulations.

W. A. BARNETT,
Returning Officer.

I HEREBY certify that at a meeting of Home Supplies, Limited, held at 7 and 8 First Floor, Turf Club Buildings, Howard street, Perth, on the second day of April, 1940, the following special resolution was duly carried:—It is hereby resolved that the Company go into voluntary liquidation and that Frederick Joseph Goodwin, c/o The Credit Men's Association of W.A., Ltd., be appointed Liquidator thereof.

Dated this 2nd day of April, 1940.

STUART McR. BUCHAN,
Chairman.

THE COMPANIES ACT, 1893-1938.

W.A. Land and Construction Co., Limited.

NOTICE is hereby given that the Registered Office of the abovenamed Company is situate on the Lower Ground Floor, Occidental House, St. George's terrace, Perth, and will be open to the public between the hours of 9 a.m. and 1 p.m. and 2 p.m. and 5 p.m., Mondays to Fridays, and 9 a.m. and 12 noon, Saturdays.

Dated the 15th day of May, 1940.

R. T. SKINNER,
Secretary.

THE COMPANIES ACT, 1893.

Gold Recovery Syndicate, Limited (in liquidation).

NOTICE is hereby given that a general meeting of the Shareholders of the above Company will be held at the offices of Mr. T. Eyres, Alliance Buildings, St. George's terrace, Perth, on Wednesday, 26th June, 1940, at 4.30 p.m., to have the Liquidator's account laid before them and to hear the Liquidator's explanation thereof.

Dated this 15th day of May, 1940.

J. A. MALONEY,
Liquidator of Gold Recovery Syndicate, Limited.

THE COMPANIES ACT, 1893.

Johnson & Johnson Pty., Limited.

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

Dated the 14th day of May, 1940.

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

NOTICE is hereby given that the Partnership lately subsisting between us the undersigned, Alfred Arthur Buggins and Stanley Claude Williams, carrying on business as Hardware Merchants at 93 Rokeby road, Subiaco, under the style or firm of "Williams Bros.," has been dissolved as from the 15th day of May, 1940. All debts due to or owing by the said late firm will be received and paid by the said Alfred Arthur Buggins, who will continue the said business under the said name of "Williams Bros."

As witness our hands this 15th day of May, 1940.

A. A. BUGGINS.

Signed by the said Alfred Arthur
Buggins in the presence of—

Sheila McClemons,
Solicitor, Perth.

S. C. WILLIAMS.

Signed by the said Stanley Claude
Williams in the presence of—

Q. R. Stow,
Solicitor, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Christopher John Howard, formerly of Hollydene, Nelson drive, Westcliff, in the County of Essex, England, but late of 12 Rae street, Leederville, in the State of Western Australia, Carpenter, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the abovenamed deceased are requested to send in particulars in writing of such claims and demands to The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of corner of Howard street and St. George's terrace, Perth, the Administrator (with the Will) of the abovenamed deceased, on or before the 24th day of June, 1940; and, after the expiration of the last-mentioned date, the Administrator will proceed to distribute the assets of the abovenamed deceased to the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 16th day of May, 1940.

HARDWICK, SLATTERY & GIBSON,
of Victoria House, St. George's terrace, Perth,
Solicitors for The Perpetual Executors,
Trustees, and Agency Company (W.A.),
Limited, the Administrator (c.t.a.) of the
Estate.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Patrick Michael Noonan, formerly of 402 Bulwer street, Perth, in the State of Western Australia, Storekeeper, but late of 20 Francis street, Perth aforesaid, Gentleman, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send full particulars thereof in writing to the West Australian Trustee, Executor, and Agency Company, Limited, at 135 St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 24th day of June, 1940, after which date the Executor will proceed to distribute the assets among the persons entitled thereto, having regard only to those claims and demands of which it shall then have had notice.

Dated this 20th day of May, 1940.

S. E. TIPPETT,
of West Australian Chambers, St. George's
terrace, Perth, Solicitor for the Exe-
cutor.

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 14th day of June, 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 23rd day of May, 1940.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation
Mortimer, Arthur Samuel	23-9-39	22-5-40	formerly of Bassendean but late of Nedlands	Labourer
May, Phyllis Rose	11-2-40	"	formerly of Kurrawang but late of Claremont	Widow
Cunneen, Michael	30-1-40	"	formerly of Northam but late of Leederville	Labourer
Whelan, Fenton (also known as Harry Wilson)	16-3-40	"	formerly of Berrigarra but late of Nedlands	Horsebreaker
Ryan, Doris Mary	19-1-40	"	Claremont	Spinster
Hubbart, Thomas Richard	14-4-40	"	Carnarvon	Labourer
Jonsen, Jack	19-4-40	"	305 Marine terrace, Geraldton	Night watchman

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
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