



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 47.]

PERTH : FRIDAY, OCTOBER 11.

[1940.

Government Electric Works Act, 1914.

PROCLAMATION

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

WHEREAS it is provided by the Government Electric Works Act, 1914, that, subject to the Electric Light and Power Agreement Act, 1913, the Commissioner of Railways may, within such areas as may be from time to time defined by Proclamation, establish and maintain electric works: And whereas it is necessary to define an area for the purpose of the said Act: Now, therefore I, the said Lieutenant-Governor, acting by and with the advice of the Executive Council, do hereby define the area described in the Schedule hereto as an area within which the Commissioner of Railways may, subject to the Electric Light and Power Agreement Act, 1913, establish and maintain electric works and otherwise exercise the powers conferred by the Government Electric Works Act, 1914.

Schedule.

An area embraced within a radius of sixty miles from the General Post Office, Forrest place, Perth, and within such further radius from the said General Post Office as is necessary to include the whole of a district controlled by any municipality and/or local authority part of whose district lies within the said radius of sixty miles.

Given under my hand and the Public Seal of the said State, at Perth, this 20th day of September, 1940.

By His Excellency's Command,

(Sgd.) E. NULSEN,
Minister for Railways.

GOD SAVE THE KING !!!

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 10th October, 1940.

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

Major Cyril Abey, of 22 Edward street, Nedlands, as a Justice of the Peace for the State of Western Australia;

George Anthony French, Esquire, of Cardabia Station, Carnarvon, as a Justice of the Peace for the Gascoyne Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that adjustment of debts under section 11 of the Act of the following farmers has been finalised and the Stay Orders have lapsed as from the date specified:—Oliver, Alfred George R., Wickepin; Pitchers, Oliver Victor, Westonia; Postlethwaite, Richard, Welbungin; Roberts, Elizabeth Ruth and William George, Kirup; Appleyard, Gustavas M., Kununoppin; Ball, Charles Edward, Yelbeni; Barry, John William D., Doodlakine; Butler, Patrick Frances and Alexander Finbarr, Tenindewa; Charlton, Valdis Joseph, Yorkrakine; Cockman, George Albert, Nannup; Day, Harold Talbot, Kulin; Donnell, William L. R. (decd.) (W.A. Trustee E. & A. Co., Ltd., Administrator), late of Tammin; France, George, Nannup; Griffiths, John Howard, Borden; Jeffery, Arthur James and Maude May, East Yuna; Kennedy, Clifford Hallett, Cunderdin; Leech, Michael, Dalwallinu; Miell, Oscar Strudwick, Mukinbudin; Murphy, Patrick Joseph, Clare Hills, Mogumber; Murphy, Patrick, Lake Biddy; Murray, Alan, Tinkurrin; McCormick, William Robert, Moore River via Gingin; O'Dea, Esther Gertrude, Hines Hill; 9th October, 1940.

W. A. WHITE, Director.

8/10/40.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

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

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

Granted under Section 11.

(Writing down or suspension of Debts.)

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

Dawe, Richard Reed Ward, Waroona; 4th October, 1940.

All claims against this farmer to be forwarded to the Director, Temple Court, William street, Perth.

W. A. WHITE,
Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Orders issued under section 11 of the Act have been cancelled as from the date specified:—Robert, Ernest Charles and William Murray, Goomalling; Elliot, Thomas Robertson and Mabel Sarah, East Pingelly; Loveridge, Ralph, East Wagin; 4th October, 1940.

W. A. WHITE,
Director.

THE AUDIT ACT, 1904.

The Treasury,
Perth, 7th October, 1940.

IT is hereby published, for general information, that the following appointments and cancellation of appointments have been approved:—

Certifying Officers:

Trsy. No. 58/40:—Mr. W. G. Diggins for the Agricultural Bank at Manjinnup, for a period of one week from the 16th September, 1940;

Trsy. No. 149/35:—Messrs. E. J. Fryer and G. H. Long for the Metropolitan Water Supply, Sewerage, and Drainage Department are hereby cancelled.

Receivers of Revenue:

Trsy. No. 58/40:—Mr. Thomas Francis Meagher for the Agricultural Bank, at Northam, for a period of seven days from the 26th September, 1940;

Trsy. No. 149/35:—Mr. J. A. Croll for the Metropolitan Water Supply, Sewerage, and Drainage Department as from the 3rd October, 1940, and the following appointments are hereby cancelled as from the 3rd October, 1940:—R. W. Beere, W. Brown, N. G. Davidson, D. Molyneux, L. Spencer, A. J. Stubbs, N. A. Wilkinson, and A. B. Tenger.

Trsy. No. 616/40:—Mr. W. Adshead for the Department of Native Affairs, at Gnowangerup, in place of Mr. A. W. Wright, whose appointment is hereby cancelled.

A. J. REID,
Under Treasurer.

Crown Law Department,
Perth, 10th October, 1940.

THE Hon. Minister for Justice has appointed W. J. Page as Acting Bailiff of the York Local Court at Quairading, during the absence of W. J. Chambers on leave.

THE LICENSING ACT, 1911-1939.

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

Licensing District.	Place of Sitting.	Date.	Time.
Cue	Cue	Tuesday, 5th November, 1940	10 0 a.m.
Mount Magnet	Mount Magnet	Wednesday, 6th November, 1940	10 0 a.m.
Geraldton, Greenough and Irwin	Geraldton	Friday, 8th November, 1940	10 0 a.m.
Avon	Merredin	Monday, 11th November, 1940	4 0 p.m.
Kalgoorlie, Coolgardie, Kanowna, Menzies and Yilgarn	Kalgoorlie	Tuesday, 12th November, 1940	10 30 a.m.
Yilgarn	Southern Cross	Thursday, 14th November, 1940	10 0 a.m.
Moore	Moora	Thursday, 14th November, 1940	2 0 p.m.
Northam	Northam	Friday, 15th November, 1940	10 0 a.m.
Bunbury, Wellington and Forrest	Bunbury	Wednesday, 20th November, 1940	2 30 p.m.
Nelson	Bridgetown	Friday, 22nd November, 1940	10 0 a.m.
Sussex	Busselton	Monday, 25th November, 1940	9 0 a.m.
Collie	Collie	Tuesday, 26th November, 1940	9 0 a.m.
Murray	Pinjarra	Wednesday, 27th November, 1940	10 0 a.m.
Perth	Perth	Monday, 2nd December, 1940	11 0 a.m.
		Tuesday, 3rd December, 1940	11 0 a.m.
Subiaco, Claremont, and Canning	do.	Wednesday, 4th December, 1940	11 0 a.m.
Fremantle	Fremantle	Thursday, 5th December, 1940	11 0 a.m.
Guildford and Swan	Midland Junction	Friday, 6th December, 1940	10 30 a.m.
York	York	Monday, 9th December, 1940	2 0 p.m.
Beverley-Pingelly	Beverley	Tuesday, 10th December, 1940	9 0 a.m.
Williams-Narrogin	Narrogin	Wednesday, 11th December, 1940	10 0 a.m.
Wagin and Ravens-thorpe	Wagin	Thursday, 12th December, 1940	10 0 a.m.
Katanning	Katanning	Friday, 13th December, 1940	10 0 a.m.
Albany	Albany	Monday, 16th December, 1940	10 0 a.m.

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

Licensing District in which the delegated Authority may be exercised.	Court House.	Magisterial District of Resident Magistrate appointed as delegate.	Date of Sitting.
Kanowna	Norseman	North-East Coolgardie	5-12-40
Do.	Esperance	Esperance (Subdistrict)	9-12-40
Gascoyne	Carnarvon	Gascoyne	5-12-40
Broome	Broome	Broome	2-12-40
East Kimberley	Wyndham	East Kimberley	2-12-40
Do.	Broome	Kimberley Goldfield	11-12-40
West Kimberley	Derby	West Kimberley	2-12-40
Mt. Leonora	Leonora	North Coolgardie	6-12-40
Mt. Magnet	Yalgoo	Murchison	13-12-40
Murchison	Laverton	Mt. Margaret	12-12-40
Do.	Meekatharra	Peak Hill	12-12-40
Do.	Wiluna	East Murchison	5-12-40
Pilbara	Port Hedland	Port Hedland	2-12-40
Do.	Marble Bar	Pilbara	3-12-40
Roebourne	Roebourne	Roebourne	2-12-40
Do.	Onslow	Ashburton	5-12-40
Toodyay	Toodyay	Northam	6-12-40

Acting under the powers conferred by subsection (7) of section 21 of the Licensing Act, 1911-1939, the Licensing Magistrates have, with the approval of the Hon. Minister for Justice, delegated to J. W. Burgess, Esq., Licensing Magistrate, the exercise of their powers, authorities, duties, and functions relating to the issue of transfers, occasional and temporary licenses, and permits to clubs, and also relating to applications for the renewal and transfer of licenses, at the sitting of the Moore Licensing District to be held at the Moora Court House on 14th November, 1940.

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

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position	Salary.	Date Returnable.
Mines	Clerk (Item 482)	Class 9, £294—£306	1940. 12th October.
Metropolitan Water Supply ...	Assistant Inspector (Item 1268)*	Class 7, £342—£366§	do.
Public Health	Chief Medical Officer of Wooroloo Sanatorium and Government Tuberculosis Officer*†	£1,030—£1,200	16th November
Crown Law	Registrar, Master, and Keeper of Records, Supreme Court, Registrar in Bankruptcy, and Sheriff	£780—£940	19th October.
Education	Chief Inspector*	£690—£830	do.
Do.	Senior Inspector*	Class 1, £618—£735	do.
Public Works	Clerk, Kalgoorlie (Item 955)	Class 9, £294—£306	26th October
Do.	Inspector, Goldfields Water Supply (Item 1045)* ...	Class 6, £378—£402‡	do.

* Applications are also called under section 29 of the Public Service Act.

† Applicants must be registered medical practitioners and should state qualifications and supply full details of administrative and clinical experience of tuberculosis work. The salary includes £200 for residence, light, laundry, fuel, and produce of farm and dairy, for which a charge will be made.

‡ Limit fixed (£390) in accordance with clause 10 of the Clerical agreement; travelling allowance, £30 per annum.

§ Limit fixed (£354) in accordance with clause 10 of the Clerical and General Agreement.

Applications are called under section 33 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.

POLICE ACT, 1892 (sections 75 and 76).

THE following unclaimed Found and Stolen Property will be sold by Public Auction at the Police Yard, Roe street, Perth, at 10 a.m. on Thursday, 31st October, 1940.

D. HUNTER,
Commissioner of Police.

2/10/40.

POLICE ACT, 1892 (section 76).

Found Property Unclaimed.

324/39—child's nickel bracelet; 328/39—imitation pearl necklace; 333/39—lady's black leather shopping bag; 336/39—3 pairs spectacles; 340/39—1 child's purse; 341/39—1 snooker ball; 346/39—gent's bicycle; 349/39—garden fork; 351/39—child's white metal bracelet; 366/39—gent's felt hat; 367/39—gent's waterproof coat; 370/39—gent's bicycle; 375/39—kit of motor tools; 377/39—girl's handbag; 383/39—gent's bicycle; 384/39—gent's bicycle; 385/39—gent's bicycle; 386/39—gent's bicycle; 388/39—lady's skirt; 391/39—rubber sponge seat; 396/39—boy's overcoat; 399/39—Masonic square and compass; 404/39—attache case; 406/39—lady's handbag; 409/39—roll of fly wire; 410/39—1 swag; 413/39—lady's shopping bag; 414/39—lady's handbag; 418/39—lady's wrist watch; 421/39—lady's handbag; 433/39—navy blue coat; 437/39—girl's purse; 438/39—attache case; 439/39—parcel of crockery; 440/39—suitease; 441/39—suitease; 442/39—carburettor; 444/39—ring; 445/39—purse; 446/39—motor cycle grease gun and side curtain; 447/39—saw and set square; 448/39—handbag, coat and vest; 449/39—gent's bicycle; 450/39—gent's bicycle; 451/39—gent's bicycle; 452/39—wooden card table; 453/39—gent's bicycle; 454/39—gent's bicycle; 456/39—gent's bicycle; 457/39—gent's bicycle; 458/39—gent's bicycle; 463/39—quantity of child's clothing; 471/39—toy headlamps, hooter and screws; 479/39—shovel with bag attached; 482/39—leather pouch; 483/39—green leather case; 488/39—gent's bicycle; 490/39—small leather purse; 512/39—rubber cushion; 514/39—bicycle wheel; 516/39—yellow metal chain; 518/39—suitease; 1/40—gent's signet ring; 2/40—swag; 10/40—lady's handbag; 16/40—gent's bicycle; 21/40—gent's bicycle; 22/40—boy's bicycle; 25/40—quantity artificial jewellery; 35/40—wrist watch; 39/40—lady's handbag; 40/40—bottle of fruit preserve; 41/40—shopping bag; 42/40—gent's grey sac suit; 43/40—suitease; 44/40—suitease; 46/40—attache case; 49/40—boy's blazer; 50/40—lady's hat and veil; 51/40—boy's blazer; 52/40—pair bicycle wheels; 53/40—gent's coat, pair shoes and socks; 54/40—attache case;

55/40—kit bag; 56/40—suitease; 60/40—sack containing blankets; 64/40—gent's bicycle; 65/40—lady's handbag; 66/40—lady's handbag; 67/40—lady's handbag; 68/40—butcher's basket; 74/40—parcel of fancy work; 75/40—tyre, tube and rim; 76/40—tyre and wheel; 77/40—gent's overcoat; 78/40—sugar bag containing tools; 79/40—gent's bicycle; 80/40—child's purse; 81/40—boy's bicycle; 82/40—dessert knife; 83/40—child's purse; 84/40—gent's toilet set; 86/40—one pair of lady's hose; 90/40—boy's pullover; 95/40—child's pusher; 97/40—walking stick; 101/40—lady's hat; 103/40—motor car headlamp glass and rim; 104/40—1 bag of cement; 105/40—50lb. bag of flour; 109/40—1 diamond ring; 112/40—gent's sac coat; 118/40—pair spectacles in case; 120/40—black leather handbag; 125/40—brooch; 130/40—pair spectacles; 131/40—lady's handbag; 132/40—fur necklet; 135/40—gent's bicycle; 137/40—suitease; 138/40—small leather purse; 139/40—gent's bicycle; 141/40—lady's handbag; 142/40—lady's handbag; 143/40—lady's handbag; 144/40—small cloth purse; 148/40—parcel of truck or car accessories; 153/40—baby's pram; 168/40—horse whip; 169/40—child's shoe; 175/40—lady's cloth purse; 183/40—gent's grey coat; 185/40—pram wheel; 186/40—attache case; 189/40—2 rugs; 188/40—3 gent's coats; 190/40—attache case; 191/40—bicycle wheel; 192/40—set saucepans; 193/40—case of opossum skins; 194/40—attache case; 195/40—lady's umbrella; 196/40—gent's overcoat; 197/40—gent's wrist watch; 199/40—gent's bicycle; 200/40—lady's leather handbag; 201/40—bicycle lamp; 205/40—gent's overcoat; 207/40—parcel containing gent's new singlet; 211/40—gent's bicycle; 214/40—quantity of ornaments; 216/40—canvas roll containing motor tools; 218/40—small cloth purse; 219/40—attache case; 227/40—gent's wrist watch; 228/40—fan belt, from car; 229/40—lady's swagger coat; 235/40—car crank handle; 236/40—gent's overcoat; 239/40—two bags of wool; 248/40—pair spectacles; 250/40—car hub cap; 252/40—motor wheel and tyre; 255/40—small black purse; 363/40—child's purse; 267/40—gent's wrist watch; 271/40—car door handle; 289/40—gent's leather gauntlet; 290/40—gent's scarf; 291/40—hornrimmed spectacles; 292/40—gent's leather gauntlets; 294/40—gent's bicycle; 295/40—gent's leather gauntlets; 296/40—brooch; 297/40—medical instrument; 298/40—spectacles; 299/40—spectacles and fountain pen; 310/40—gent's bicycle; 319/40—handkerchief, set false teeth, hub cap; lady's hat, pair spectacles; 355/40—gent's bicycle; 361/40—gent's clothing in box; 372/40—package of kapok; 374/40—parcel of mixed clothing.

POLICE ACT, 1892 (section 75).

Stolen Property Unclaimed.

392/38—gent's white trousers; 413/38—choker necklace, brooch and dress clasp; 431/38—coil rubber covered flex; 432/38—3 pieces of carpet, 1 spring motor; 433/38—6 Siemens globes; 438/38—purse, quantity of sugar, piece of cloth; 439/38—fur stole; 2/39—lady's handbag; 21/39—gent's leather overcoat; 22/39—tent fly; 72/39—parcel of clothing containing dress, apron, shoes, towel, handbag, soap, table knife, spoon; 82/39—2 wooden rims, 2 racing tyres, quantity of spokes, tube, 2 pedals, 8 toe straps, 2 chains, packet of spoke washers; 123/39—gent's bicycle; 135/39—gent's trousers, lady's coat, pair sandals; 141/39—wrist watch; 197/39—locket, chain, 2 brooches and watch.

POLICE ACT, 1892 (section 76).

Property Found in Omnibuses Unclaimed.

T3/39—bicycle tyre; 7 cases; 2 powder puffs; 2 shirts; roll of mesh; 1 dust coat; pair of boots; 3 children's blazers; 1 pair waders; 1 fur; 1 raincoat; 3 children's coats; parcel of child's clothing; 3 pairs socks; parcel gent's clothing; 4 handbags; child's hat; 2 walking sticks; part of pram; 15 belts; bundle of music; cigarette lighter; compact; 7 ladies' umbrellas; parcel of clothing; 3 tobacco pouches; 3 spectacle cases; 6 children's handbags; quantity of gloves; 11 purses; tennis press; 3 scarves; parcel of barley; pair of inner soles; 1 slipper; lady's hat; gent's hat; 3 boys' caps; pair lady's slippers; pair gent's slippers; doll; schoolbag; boy's hat; 2 parcels of material; apron; 2 shopping bags; parcel of aluminium cleaners; black cape; groceries; bathing cape; 2 cigarette cases; shaving outfit; 3 gent's umbrellas; 2 ladies' sunshades; bathers and towel; 5 pairs of spectacles; smoker's pipe; 5 books; meccano set; fur coat; 2 fur necklets; pillow; nutmeg grater; sailor's outfit; 2 pairs shoes; parcel of serviettes; parcel of knitting; wallet; 6 pairs spectacles, in cases; jewel case; pearl brooch. T1/40—pair lady's shoes; pair braces; bathing trunks and towel; spirit level; bag of toys; parcel of lady's underwear; baby's pillow; pair gent's socks; black belt; 2 pairs khaki shorts; baby's blanket; 2 sunshades; gent's hat; 2 ladies' handbags; small purse; fan; notebook; 2 spectacle cases; belt; quantity of shells; bolero; silk scarf; cap; 3 keys; 3 handkerchiefs; 1 compact; 1 costume coat; 1 racket press. T2/40—pair sunglasses; lady's handbag; 20 ladies' umbrellas; attache case; 6 pairs ladies' gloves; 83 odd gloves; 2 children's blazers; lady's belt; girl's coat; child's coat and hat; lady's hat; gent's shirt; pair khaki shorts; pair lady's shoes; pair booties; leather purse; tobacco pouch. T3/40—music stand; lady's umbrella; lady's hat; 19 pairs ladies' gloves; 3 odd gloves; 2 handkerchiefs; lady's evening bag and compact; cigarette case; 2 boys' caps; girl's hat; pair swimming trunks; gent's knitted scarf; 3 belts; shopping bag; 2 pairs gent's sandshoes; pair rubber sandals; attache case. T4/40—1 pair spectacles; 4 umbrellas; 1 child's hat; book; lady's coat; child's coat; child's cardigan; pair booties; pair sunglasses; sewing box; boy's cap, trousers and singlet; shopping bag; 2 tobacco pouches; 6 child's purses; 10 pairs ladies' gloves; 19 odd gloves; parcel of bitter aloes; child's shoe; Yale key; smoker's pipe; display glass; lady's handbag; rosary purse; carter's apron. T5/40—1 cardigan; dress length; child's shoe and sock; brown rug; fur necklet; child's handbag; straw hat; wallet; knitted sock; handkerchief; pair stockings; book; parcel of clothing; small case of clothing; 1 case; red scarf; pair pyjamas; 2 note books; child's purse; diary; purse; parcel of gloves; 3 belts; 7 umbrellas; 4 pairs spectacles; case; pair cuff links.

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1939, for non-payment of rent or other reasons:—

Name,	Lease No.,	District,	Reason,	Corres. No.,	and Plan.
Armstrong, P. N.;	68/2548;	Ninghan	2904;	£256 18s. 2d.;	1845/30; 88/80, C4.
Armstrong, P. N.;	74/1012;	Ninghan	3498;	abandoned;	1998/30; 88/80, C4.
Bell, Arthur;	22433/74;	Avon	6403;	abandoned;	3642/21; 342B/40, F2.

Couners, John;	1497/153C;	Moorra	222;	abandoned;	7010/12; Moorra.
Ding, R. E.;	348/523;	Avon	19651;	£8 16s. 0d.;	204/36; 344/80, C3.
Hitchins, Henry;	931/60;	Swan	2185;	abandoned;	8933/06; Smith's Mill & Parkerville.
Kearsley, L. M.;	342/684;	Hine's Hill	77;	abandoned;	103/37; Hine's Hill.
Maley, S. N.;	347/1805;	Avon	18111;	abandoned;	455/38; 25/80, B1.
McCarley, V. M.;	68/2219;	Victoria	8920;	£77 18s. 3d.;	475/30; 156/80, C1, & 161/80, C4.
Melbin, George;	20603/68;	Avon	20285;	£83 18s. 10d.;	2948/26; 55/80, A3.
Melbin, George;	25146/74;	Avon	24985;	abandoned;	2949/26; 55/80, A3.
Moir, R. McA.;	21383/68;	Ninghan	573;	£115 8s. 0d.;	6076/26; 66/80, D4.
Moir, R. McA.;	25409/74;	Ninghan	574;	abandoned;	6843/26; 66/80.
Morcombe, E. Y.;	20/1513;	Yandanooka	Estate 28;	£546 16s. 4d.;	1558/20; Yandanooka, Sheet 2.
O'Brien, A. J.;	20/1734;	Williams	6286 (Nairibin	Estate);	6288, 6734, 7701, 12425, 12462, 12463; £1,411 11s. 6d.;
Pegler, A. C.;	3117/2132;	Agnew	63;	£0 15s. 0d.;	1729/37; Agnew T/8.
Quartermaine, R.;	20/1469;	Yandanooka	Estate 45;	£313 17s. 5d.;	8598/19; 123/80, E2.
Sharp, G. J.;	365/795;	Swan	1896, 1897;	abandoned;	64/39; 28/80, B4.
Sherar, Robert;	42067/55;	Jilbadji	334;	£57 9s. 4d.;	4601/26; 23/80.
Smith, W. R.;	20/1745;	Williams	6839 (Nairibin	Estate)	6857, 7687; £1,137 7s. 0d.;
Spratt, F. A.;	347/1683;	Plantagenet	4059;	£3 0s. 0d.;	2205/37; 445/80, AB1.
Sutcliffe, G. E.;	19651/68;	Roe	440;	£70 4s. 9d.;	4387/25; 388/80, C3.

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.

15th October, 1940, at 2 p.m., at the District Lands Office—

†Boulder—Town (Moran and Wittenoom streets) 1401, 1a. 0r. 9p., £20; (Clancy street) 2472, 20p. £10; (Lane street) 2505, 1r., £15.

†Kalgoorlie—Town (Hare street) 2212, 2213, 1r. 4.8p. each, £15 each.

COOLGARDIE.

18th October, 1940, at 11 a.m., at the Mining Registrar's Office—

†Coolgardie—Town 72, 1r., £15.

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

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.

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 Concession 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.

Yilgarn District.

Corr. No. 1171/40. (Plans 36/80, A3 & 4, and 1, 35/80, D3 & 2, C2, F2.)

Loc. No.	Area.		Price		Remarks.
	a.	r. p.	s.	d.	
465	1,201	2 19	5	9	File 354/40.
196	972	0 32	6	9	File 2435/39.
248	979	2 16	3	6	File 2437/39.
298	1,000	0 24	6	9	File 2412/39.
994	1,040	0 9	6	9	File 2319/39.
985	1,718	1 22	4	9	File 350/40.

Subject to Agricultural Bank, Industries Assistance Board, and wire netting indebtedness, also to timber and mining conditions.

Avon District.

Corr. No. 1171/40. (Plan 54/80, B2.)

Location 15957, containing 997a., at 5s. 9d. per acre; File 2442/39; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness.

Jilbadji District.

Corr. No. 1171/40. (Plan 23/80, A2, B2 & 3.)

Loc. No.	Area.		Price		Remarks.
	a.	r. p.	s.	d.	
243	1,199	3 34	6	3	File 373/40.
493	1,028	2 38	5	3	File 2322/39.
501	1,172	0 1	4	9	File 2409/39.

Subject to Agricultural Bank indebtedness and to timber and mining conditions.

WEDNESDAY, 16th OCTOBER, 1940.

BEVERLEY LAND AGENCY.

Avon District (about 12½ miles south-east of Billbarin).

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

Corr. No. 1795/21. (Plan 344/80, F3.)

Locations 19742, 21801, containing 1,000a. 3r. 5p., at 9s. per acre; classification page 15 of 10739/12; and Location 23434, containing 355a. 3r. 18p., at 12s. per acre; classification page 4 of 2171/23; subject to Agricultural Bank and I.A.B. indebtedness; being S. B. Butler's forfeited Leases 14417/68, 22358/74, and 40442/55.

GERALDTON LAND AGENCY.

Victoria District (about six miles east of Latham).

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

Corr. No. 3632/29. (Plan 96/80, C3.)

Location 4294, containing 145a. 0r. 7p., at 6s. 8d. per acre; classification page 3 of 3632/29; also Location 4293 and 8530, containing 1,211a. 1r. 23p., at 4s. per acre; classification page 6 of 2806/29; subject to Agricultural Bank and I.A.B. indebtedness; being R. J. Galbraith's forfeited Leases 68/2049 and 68/2048.

NORTHAM LAND AGENCY.

Ninghan District (about 12 miles south of Beacon).

Corr. No. 950/29. (Plan 66/80; B & C4.)

Location 2826, containing 462a. 1r. 13p., at 2s. 9d. per acre; classification page 6 of 950/29; subject to exemption from road rates for two years from date of approval of application; being F. Hayman's forfeited Lease 68/1799.

Roe District (about 26 miles east of Wandering).

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

Corr. No. 4514/27. (Plan 6/80, A3 and 4.)

Location 244, containing 2,833a. 3r. 21p., at 3s. 9d. per acre; classification page 14 of 4025/25; subject to Agricultural Bank indebtedness; being A. J. Forbes and C. Every's forfeited Lease 22148/68.

Jilbadji District (about 1½ miles east of Carrabin).

Corr. No. 5390/26. (Plan 24/80, E1.)

Location 144, containing 635a. 3r. 5p., at 5s. 9d. per acre; classification page 15 of 5390/26; subject to exemption from road rates for two years from date of approval of application, and subject to mining and timber conditions; being T. H. McMahon's forfeited Lease 22735/68.

Avon District (about six miles south-west of Ardath).

Corr. No. 4067/27. (Plan 4/80, D4.)

Location 20093, containing 999a. 3r. 38p., at 2s. 9d. per acre; classification page 47 of 4067/27; subject to exemption from road rates for two years from date of approval of application; being W. J. Laffer's forfeited Lease 22250/68.

PERTH LAND AGENCY.

Victoria District (about two miles north of Gunyidi).

Corr. No. 1592/38. (Plan 90/80, D3.)

Location 8364, containing 2,967a. 0r. 19p. at 2s. per acre; classification page 9 of 3272/26; subject to payment for improvements; being D. R. Camac's forfeited Lease 348/870.

WAGIN LAND AGENCY.

Williams District (about six miles south-east of Tarin Rock).

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

Corr. No. 15447/10. (Plan 387/80, A4.)

Locations 9738 and 9739, containing 999a.; subject to reclassification and pricing; also Location 9737, containing 160a.; subject to Agricultural Bank and Industries Assistance Board indebtedness and a cropping lease expiring 28th February, 1941; being J. O. Ibbotson's forfeited Leases 9987/56 and 29001/55.

THURSDAY, 17th OCTOBER, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (about 21 miles south of Eulin Siding).

Corr. No. 7157/22. (Plan 438C/40, E4.)

Location 7349, containing 1,000a. 1r. 21p., at 8s. 6d. per acre; classification page 148 of 7202/07 of 2; subject to exemption from road rates for two years from date of approval of application; being W. Connor's forfeited Lease 39690/55.

WEDNESDAY, 23rd OCTOBER, 1940.

ALBANY LAND AGENCY.

Plantagenet District (about one mile north-east of Tennessee).

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

Corr. No. 3587/18. (Plan 457A/40.)

Location 1189, containing 160a., at 10s. 6d. per acre; classification page 9 of 3587/18; subject to A.B. and I.A.B. indebtedness; being D. Mitchell's forfeited Lease 11496/68.

Torbay A.A. (about half a mile south-east of Hortons).

Corr. No. 239/30. (Plan 457A/40, A1.)
Location 30, containing 151a. 0r. 19p., at 7s. 6d. per acre; classification page 11 of 239/30; subject to exemption from road rates for two years from date of approval of application; being J. P. Horton's forfeited Lease 68/3309.

BEVERLEY LAND AGENCY.

Avon District (about 10 miles north of Karlgarin).

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

Corr. No. 4400/24. (Plan 345/80, D4.)
Location 23694, containing 1,014a. 3r. 7p., at 7s. 6d. per acre; classification page 20 of 4400/24; subject to Agricultural Bank and I.A.B. indebtedness and to a cropping lease which expires 28/2/42; also subject to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be paid, except for the actual value of any improvements that may be resumed; being A. A. Mackie's forfeited Lease 41331/55.

BUNBURY LAND AGENCY.

Dardanup Estate (near Dardanup).

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

Corr. 1126/38. (Plan 411D/40, B3.)
Lot 12, containing 51a. 1r. 14p.; purchase money—£872 14s. 9d.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£19 12s. 9d.; to civilians, at 5 per cent. p.a.—£21 16s. 5d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£24 6s. 7d.; to civilians, at 5 per cent. p.a.—£25 17s. 8d.; subject to the conditions applying to this estate and also that this lot will only be approved to the applicant who satisfies the Land Board that he has the necessary experience and capital to successfully work the holding. This cancels any previous *Government Gazette* notice relating to this lot.

Wellington District (two miles east of Dardanup).

Corr. No. 2229/37. (Plan 411D/40, B3.)
Location 4454, containing 52a. 1r. 24p., at 9s. per acre, including survey fee; classification page 28 of File 2229/37.

GERALDTON LAND AGENCY.

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

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

Corr. No. 3656/11. (Plan 122/80, F3.)
Location 4745, containing 999a., at 11s. 9d. per acre; classification 11345/09, page 121; subject to Agricultural Bank and Industries Assistance Board indebtedness and to a cropping lease which expires 28th February, 1941; being W. Forrest's forfeited Lease 10102/56.

KATANNING LAND AGENCY.

Kojonup District (about 12 miles north-east of Kojonup).

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

Corr. No. 2500/20. (Plans 415B/40; 415C/40, F2 & 3; 416A/40, A2.)
Location 4810, containing 257a., at 3s. 6d. per acre; classification page 6 of 2500/20; also Locations 4828 and 4831, containing 654a., at 2s. 3d. per acre; classification page 7 of 2499/20; subject to Agricultural Bank indebtedness and eradication of the poison before the Crown grants issue; being R. Ballock's forfeited Leases 12984/68 and 12983/68.

NARROGIN LAND AGENCY.

Avon District (about four miles south of Yealering).

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

Corr. No. 4571/08. (Plans 377A/40, A2; 377D/40, A3.)
Location 9680, containing 278a. 1r. 12p., at 7s. 6d. per acre; classification page 85 of 4571/08; also Location 19633, containing 322a. 3r., at 6s. 6d. per acre; and Location 16445, containing 200a., at 5s. 6d. per acre; classifications page 84 of 4571/08; subject to Agricultural Bank indebtedness; being G. Howden's forfeited Leases 20459/55, 31329/55, and 26486/55.

NORTHAM LAND AGENCY.

Ninghan District (about eight miles north-west of Kalannie).

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

Corr. No. 4450/22. (Plans 65/80, A1; 64/80, F1.)
Locations 1798 and 1799, containing 583a. and 1,000a., each at 4s. 6d. and 4s. per acre respectively; classification page 82 of 4450/22; subject to Agricultural Bank and Industries Assistance Board and Minister for Lands' indebtedness, and to a cropping lease expiring on the 28th February, 1942; being J. D. Lown's forfeited Lease 39375/55.

Ninghan District (about nine miles east of Kalannie).

Corr. No. 293/30. (Plan 65/80, C1 & 2.)
Location 3501, containing 1,579a. 1r. 13p., at 3s. per acre; classification page 3 of 293/30; subject to payment for improvements; being D. R. Murphy's forfeited Lease 68/2580.

THURSDAY, 24th OCTOBER, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (adjoining Bridgetown).

Corr. No. 4796/14. (Plan 439B/40, E2.)
The unsurveyed area, containing about 54 acres, bounded on the north by Shepherd street, on the east by Locations 9799 and 10842, on the south by a line in production east of the south boundary of Bridgetown Lot 641, on the west by the said Lot 641 and Lot 595; available subject to survey, classification, and pricing; Reserve 15862 (Location 6653) "Timber for Settlers" is hereby reduced.

Nelson District (about 23 miles south of Eulin Siding).

Corr. No. 6120/22. (Plan 438C/40, E3.)
Locations 7346 and 7347, containing 180a. 2r. 29p. and 990a. 1r. 28p. each, at 5s. and 5s. 6d. per acre respectively; classifications pages 145 and 146 of 7202/07, Vol. II.; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being J. Connor's forfeited Lease 16354/68.

Upper Capel Estate (Wellington Location 2531—about four miles west of Kirup).

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

Corr. 1826/39. (Plan 414D/40, BC3.)
Location 2531, containing 117a. 2r. 13p.; purchase money—£887 10s.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£19 19s. 5d.; to civilians, at 5 per cent. p.a.—£22 3s. 9d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£24 14s. 10d.; to civilians, at 5 per cent. p.a.—£26 6s. 5d.; subject to existing Agricultural Bank indebtedness; the successful applicant must satisfy the Land Board that he has the necessary capital and experience to work the land successfully; previously held under lease by A. F. Dille.

WEDNESDAY, 30th OCTOBER, 1940.

ALBANY LAND AGENCY.

Denmark Estate (near Denmark).

Corr. No. 2055/39. (Plan 452C/40, E4.)
Location 340, containing 90a. 1r. 18p., at 16s. per acre; classification page 3 of 4467/29; subject to payment for improvements; being T. M. and C. G. Jackson's cancelled application.

KATANNING LAND AGENCY.

Kojonup District (about 16 miles south of Kojonup).

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

Corr. No. 1314/20. (Plans 437A/40, B & C2; 437D/40, B & C3.)
Location 7505, containing 1,539a. 1r. 9p., at 1s. 6d. per acre; classification page 3a of 1314/20; subject to Agricultural Bank indebtedness and to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; also subject to a grazing lease which expires 14/8/41; being G. W. P. Cherry's forfeited Lease 14058/68.

NORTHAM LAND AGENCY.

Avon District (about eight miles south of Kumnoppin).

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

Corr. No. 5605/24. (Plan 34/80, D3.)

Locations 17839 and 24693, containing 1,160a., at 6s. per acre; classification page 27 of 5605/24; subject to Agricultural Bank and I.A.B. indebtedness, and a cropping lease expiring 28/2/1942; being L. C. Loftus' forfeited Leases 18490/68 and 24257/74.

Avon District (about 6½ miles west of Koorda).

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

Corr. No. 1899/26. (Plans 56/80, D2; 56C/40, D3.)

Locations 20312 and 25659, containing 1,153a. 0r. 33p., at 6s. 3d. per acre; classification page 6 of 1899/26; also Location 20671, containing 455a. 0r. 6p., at 4s. 6d. per acre; classification page 32 of 4350/13, Vol. 1; subject to Agricultural Bank, I.A.B., and Minister for Lands' indebtedness, and to a cropping lease which expires 28/2/41; being W. L. Norriss' forfeited Leases 41861/55, 25067/74, and 22592/68.

PERTH LAND AGENCY.

Peel Estate (about 5½ miles east of Karnup).

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

Corr. 2686/37. (Plan 341D/40, C4.)

Lot 373, containing 101a. 3r. 34p.; purchase money—£111; first half year's instalment as deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£3 11s. 7d.; to returned soldiers, at 4½ per cent. p.a.—£3 7s. 4d.; subject to the conditions applying to this estate; being D. Tunney's forfeited Lease 347/2334.

THURSDAY, 31st OCTOBER, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (about 18 miles east of Manjimup).

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

Corr. No. 633/30. (Plan 443D/40, A3.)

Location 4290, containing 178a. 3r. 5p., at 13s. per acre; classification page 57 of 9103/11; subject to Agricultural Bank and I.A.B. indebtedness and to timber conditions; being R. A. M. West's forfeited Lease 55/1803.

Sussex District (about five miles north of Augusta).

Corr. No. 1583/38. (Plan 441A/40, C1.)

Location 1508, containing 257a. 1r. 11p., at 10s. per acre; classification page 34 of 1105/20; subject to payment for improvements and to the marketable timber being reserved to the Crown; being G. W. Pratt's forfeited Lease 347/2122.

G. L. NEEDHAM,

Under Secretary for Lands.

TENDERS FOR LEASING BUCKLAND ESTATE LOTS (45 to 51 inclusive).

PERTH LAND AGENCY.

Cropping and Grazing Purposes.

Section 131 of the Land Act, 1933-1939.

Department of Lands and Surveys,

Corr. 1924/37. Perth, 25th September, 1940.

TENDERS for the leasing of the land comprised within Buckland Estate Lots 45 to 51, inclusive (situated near Northam), containing 340 acres 2 roods 30 perches, are invited.

The above lots will be available for leasing under section 131 of the Land Act, 1933-1939, for a term of two (2) or three (3) years, subject to the following conditions:—

- (a) That any improvements (including fencing) existing on the land at the commencement of the lease must be maintained in good order and condition by the lessee to the satisfaction of the Minister for Lands;

- (b) That no compensation will be payable, at the expiration of the lease, for any additional improvement effected during the term of the lease.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of fifty pounds per annum), indorsed "Tender for Buckland Estate Lots 45 to 51, inclusive, shown on Public Plans 27A/40 and 27D/40," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, 16th October, 1940.

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

The highest or any tender will not necessarily be accepted. (Plans 27A/40 C2 and 27D/40, C3.)

G. L. NEEDHAM,

Under Secretary for Lands.

THE BUSH FIRES ACT, 1927.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,
Perth, 9th October, 1940.

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

Corres. No. 333/40:—Greenbushes Road Board—Mr. Huntley Edward Lindsay.

Corres. No. 288/39:—Gingin Road Board—Messrs. Alexander Bateman Edgar and William Robert McCormick.

G. L. NEEDHAM,

Under Secretary for Lands.

TRANSFER OF LAND ACT, 1893.

Application 1412/1940.

TAKE notice that Cecil Leonard Hutton of Capel Farmer has made application to be registered under the Transfer of Land Act 1893 as the proprietor of an estate in fee simple in possession in the following parcel of land situate in the Wellington District and being—

Wellington Location 188 containing about 40 acres

Bounded on the north by part of a south boundary of public road number 1300 measuring 6 chains 86 links

On the east by west boundaries of Locations 1056 and 2628 measuring in all 32 chains 10 links

On the south by part of a north boundary of the said Location 2628 measuring 10 chains and eight-tenths links

On the west and again on the south by the east and north boundaries of Location 95 measuring 14 chains 20 links and about 12 chains 80 links respectively

And on the north-west by part of the left bank of the Gyndup Brook

Wellington Location 95 containing about 20 acres

Bounded on the north and east by south and west boundaries of Location 188 measuring about 12 chains 80 links and 14 chains 20 links respectively

On the south by the north boundary of vacant Crown land and by part of a north boundary of Location 2628 measuring in all about 11 chains 37 links

And on the west by part of the left bank of the Gyndup Brook

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

A. W. B. GLEADELL,

Registrar of Titles.

Office of Titles, Perth,
this 30th day of September, 1940.

Eastman & Jenour, Solicitors, Bunbury, Solicitors for the Applicant.

TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
1940. Sept. 18	Donnybrook—Erection of New Brick and Tile Hospital (9097)	1940. (2.30 p.m. on Tuesday) 15th October ...	Contractors' Room, Perth, and Public Works Department, Bunbury, on and after Tuesday, the 24th September, 1940.
Sept. 25	Kondut School, Erection—Removal of Wyenning School (9098)	15th October ...	Contractors' Room, Perth, and Water Supply Office, Northam, on and after Tuesday, 1st October, 1940.
Oct. 8	Wongan Hills—Erection of New Two-storey Brick Hotel (9099)	5th November ...	Contractors' Room, Perth, on and after 15th October, 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.

MUNICIPAL CORPORATIONS ACT, 1906-39.

The City of Perth.

By-law No. 23—Drainage under Footways.

P.W. 862/40.

IN pursuance of the powers in that behalf contained in the Municipal Corporations Act, 1906-1939, the Lord Mayor and Councillors of the City of Perth do hereby order that by-law No. 23 (Drainage under Footways) be repealed and the following substituted in lieu thereof:—

By-law No. 23—Drainage under Footways.

1. (1) No water shall be discharged or permitted to flow from any building or premises on to the footway in any street.
(2) In case of a breach of the last preceding subclause the owner and the occupier of the building or premises in question shall be guilty of an offence against this by-law.
2. (1) If water is discharged or permitted to flow from any building or premises on to the footway in any street, the Council may serve on the owner and/or occupier of such building or premises a notice requiring the construction within a time specified in such notice of a drain, in accordance with plans and specifications prescribed in each case by the Council, to carry such water under such footway into the water channel in such street.
(2) Any owner or occupier who fails to comply with such notice shall be guilty of an offence against this by-law.
3. If water is discharged or permitted to fall from any building so as to fall or be likely to fall on persons passing along any street, the Council may serve on the owner and/or occupier of such building a notice requiring the erection, within a time specified in such notice, of such troughs and pipes as may be necessary to prevent any water from so falling.

Passed by the Council of the City of Perth at the ordinary meeting of the Council held on the 9th day of September, 1940.

[L.S.] THOS. W. MEAGHER,
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 27th day of September, 1940.

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

THE ROAD DISTRICTS ACT, 1919-1939.

Perth Road District—Building By-laws.

P.W. 953/38.

THE Perth Road Board, under and by virtue of the power conferred by Building Regulation No. 37 of the Second Schedule of the Road Districts Act, 1919-1939, and all other powers in that behalf, doth hereby make and publish the following by-law, to apply to those parts of the Perth Road District enumerated and described in the Schedule hereto:—

By-law.

All walls and party walls of any buildings which may be erected on those portions of the Scarborough and Osborne Wards of the Perth Road District described in the Schedule hereto shall be constructed of brick, stone, cement, or other like substance, and not of wood and iron: provided that, notwithstanding anything in this regulation contained, the Board may in its discretion permit by written license the erection of any such walls or party walls of such materials and under such restrictions or for such time as the license shall specify.

The Schedule.

Lots 902 to 1199 and 1201 to 2020, inclusive, Location 1296; Plan 4106.

Lots 858 to 875, 880 to 896, 899 to 901, inclusive, Location 1296; Plan 3697.

Lots 777 to 779, 859 to 863, 943 to 947, 1027 to 1031, 1111 to 1115, 1195 to 1199, 1279 to 1283, inclusive, Location 959; Plan 3168.

Lots 20 to 44, Location 1297; Plan 3268.

Lots 1 to 31, 57, 67 to 70, 82 to 93, inclusive; Perthshire Location AT; Plan 5167.

Lots 1 to 37, 92 to 93, 146, 201 to 202, 243 to 244, inclusive, Perthshire Location AT; Plan 3942.

Passed at a meeting of the Perth Road Board held on the 30th day of July, 1940.

W. W. ABBETT,
Chairman.
W. E. STOCKDALE,
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 27th day of September, 1940.

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

BROOME ROAD BOARD.

NOTICE is hereby given that Mr. Thomas Adams Buckingham has been appointed Pound-keeper for the Broome Road District, vice Mr. William James Hill (resigned).

Dated 1st October, 1940.

E. deB. NORMAN,
Chairman.

THE TRAFFIC ACT, 1919-1935.

Broome Road Board.

THIS is to certify that Mr. Thomas Adams Buckingham is a duly appointed Traffic Inspector under the provisions of the abovementioned Act for the Broome Road District.

Dated 1st October, 1940.

E. deB. NORMAN,
Chairman.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE DEPARTMENT.

M.W.S. 1121/34. Perth, 8th October, 1940.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage, and Drainage to undertake the construction of the works hereinafter described, by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909:—

Metropolitan Water Supply Improvement, Belmont Park Road District, Swan Road District, and Guildford Municipality:—Proposed water main from Belmont to Guildford.

Description of Proposed Works:—(a) The construction of a thirty-inch diameter water main (length about three hundred and twenty-two chains); (b) The construction of a twenty-nine inch diameter water main (length about eighty-five chains); (c) The construction of a twenty-one inch diameter water main (length about seventy-seven chains).

The above mains are to be constructed complete with valves and all necessary apparatus.

The Localities in which the Proposed Works will be Constructed:—(a) Commencing at the junction of Abernethy road and Francisco street and proceeding thence in a north-westerly direction along Abernethy road to Barker street; thence in a north-easterly direction along Barker street, to and across Daly street and through Lot 51 of Swan Location 33 to a point about four chains from Daly street; thence in a north-westerly direction across Lot 51 of Swan Location 33 and portion of Swan Location 33 to Great Eastern highway; thence in a north-easterly direction along Great Eastern highway to a point about eleven chains north-east of the south-western boundary of Swan Location 23; (b) Commencing in Great Eastern highway at a point about eleven chains north-east of the south-western boundary of Swan Location 33 and proceeding thence in a north-easterly direction; thence northerly along Great Eastern highway to the junction of Great Eastern highway, Johnson street, and James street, in the Guildford Municipality; (c) Commencing at the junction of Great Eastern highway and James street and proceeding thence in a northerly direction along Johnson street to Swan street; thence in an easterly direction along Swan street to the Eastern Railway reserve; thence in a north-easterly direction along the Eastern Railway reserve to East street.

The above works and localities are shown in red on Plan M.W.S.S. & D.D., W.A., No. 6525.

The Purposes for which the Proposed Works are to be Constructed:—To improve the water supply in the localities served by the mains.

The Times when and Places at which Plans, Sections, and Specifications may be Inspected:—At the Office of the Minister for Water Supply, Sewerage, and Drainage, The Barracks, St. George's place, Perth, for one month on and after the 11st day of October, 1940, between the hours of 10 a.m. and 3.30 p.m.

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

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
637/40	1940. Oct. 4	M. B. John Pty., Ltd.	277A, 1940	75 only Cast Iron Sluice Valves, 4in. dia., Socketed, as per Item 1 (portion of)	Metropolitan Water Supply	61s. 6d. each.
"	do.	Gordon Marr & Sons Pty., Ltd.	"	C.I. Sluice Valves as follows:— Item 1—75 only, 4in., Socketed	do. do.	65s. each.
613/40	Oct. 7	W. F. Bywaters ...	288A, 1940	Item 2—80 only, 4in., Flanged Milk and Cream for Caves House for period ending 28th February, 1941, as follows:— Item 1—Milk, fresh ... Item 2—Cream ...	State Hotels	65s. each. 1s. 4d. per gal. 1s. 4d. per quart.

Addition to Contract.

Tender Board No.	Date.	Contractor.	Particulars.
575/40	1940. Oct. 4	White Rock Quarries ...	Screenings for Williams-Narrogin-Kondinin Road, under Schedule 250A, 1940, as follows:— Item 3—Approx. 500 cub. yds. 15/16-in. Screenings; Item 4—Approx. 500 cub. yds. 3/4-in. Screenings, at 19s. 9d. per cub. yard; delivered on site. Truck measurement at Quarry.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940.			1940.
Oct. 8 ...	297A, 1940 ...	Potatoes and Onions, during a period of 3 months	Oct. 17
Oct. 10 ...	301A, 1940 ...	Spectacles, Frames, Cases, etc., for Perth Hospital, during a period of 12 months	Oct. 17
Oct. 10 ...	303A, 1940 ...	Circular Saws: 66in. dia. x 6-gauge x 58 teeth, 2 only; 36in. dia. x 9-gauge x 60 teeth, 2 only	Oct. 17
Oct. 10 ...	304A, 1940 ...	Quicksilver, 15 Bottles	Oct. 17
Oct. 1 ...	...	Shoeing Police Horses in various Towns throughout the State, during the year 1941	Oct. 31
Oct. 8 ...	300A, 1940 ...	600 K.V.A. Transformers, 3 phase, 20,000-440 Volts, 2 only	Oct. 31
Oct. 10 ...	298A, 1940 ...	Hewn or Sawn Wandoo Sleepers, 7ft. x 9in. x 4½in, 200,000 only ...	Oct. 31
<i>For Sale by Tender.</i>			
Sept. 19 ...	286A, 1940 ...	Scrap Steel, approx. 775 tons, as it now lies along the Goldfields Water Supply Line, between Sawyers' Valley and Cunderdin, where inspection can be made	Oct. 17
Oct. 8 ...	299A, 1940 ...	Chapman Pup Engine, 2½ H.P., with silencer, fuel tank and exhaust pipe (no magneto), as it now lies at the Fisheries Department, Treasury Buildings, Perth, where inspection can be made	Oct. 17
Oct. 10 ...	302A, 1940 ...	Kitchen Refuse and Table Waste from Perth Hospital, during the year 1941	Oct. 24

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,

Dated the 10th October, 1940.

Chairman W.A. Government Tender Board.

THE MINING ACT, 1904.

Department of Mines,
Perth, 10th October, 1940.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to deal with the undermentioned Leases and Applications for Leases as shown below.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

Gold Mining Leases.

The undermentioned Applications for Gold Mining Leases were approved, subject to survey:—

Goldfield.	District.	No. of Application.
East Coolgardie ... ..	...	5929E*.
Murchison	Cue	2225.
Yalgoo ... ..	...	1189*.
Yilgarn ... ..	...	4009.

The surrender of the undermentioned Gold Mining Leases was accepted:—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
North Coolgardie ...	Ularring	10830*	Red Leaf	Rowe, Edward Maurice.
Yalgoo	1073*	King Solomon Extended ...	King Solomon's Mines, Limited.
...	...	1083*	King Solomon's West ...	King Solomon's Mines, Limited.
...	...	1096*	King Solomon's Mine ...	King Solomon's Mines, Limited.
Yilgarn	3961	Allen's Find	Symonds, Joseph.

The undermentioned Gold Mining Lease was declared forfeited for breach of labour conditions, and prior right of application is granted under section 107, subsection (1):—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.	Name of Person to whom prior right of Application is granted.
East Coolgardie	...	5903E	Golden Pheasant ...	Wray, George William ; Carey, Thomas ; Dillon, Malachi John	Ryan, Michael James.

* Conditional.

THE MINING ACT, 1904—*continued.*

The forfeiture of the undermentioned Gold Mining Lease for non-payment of rent, published in the *Government Gazette* of 7th June, 1940, was declared cancelled, and the Lessee reinstated as of his former estate:—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Pilbara	Nullagine	267L	Little Wonder	Stevens, Frank.

THE MINING ACT, 1904.

Licenses to Treat Tailings.

Department of Mines,
Perth, 10th October, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council, by virtue of the powers conferred under section 112 of the Mining Act, 1904, has been pleased to grant Licenses to Treat Tailings, as shown below.

(Sgd.) A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Licensees.	Goldfield.	Locality.	Period.
*877H (4/1940)	698/40	McPherson, Kenneth John	East Murchison	Crown Lands, being $\frac{1}{2}$ -mile east of late Gold Mining Lease No. 1300 and south of late Water Right No. 54	Three months from the 8th day of October, 1940.
*890H (2c/1940)	1119/40	Powell, William	Mount Margaret	late State Battery Reserve No. 7121	Six months from the 1st day of October, 1940.
*894H (4x/1940)	1256/40	Sander, Berthold Wilhelm	North-East Coolgardie	late Machinery Areas Nos. 47x and 55x at Kanowna	Six months from the 1st day of October, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council, by virtue of the powers conferred under section 112 of the Mining Act, 1904, has refused to grant Licenses to Treat Tailings, as shown below.

(Sgd.) A. H. PANTON,
Minister for Mines.

No.	Corres. No.	Applicant for License.	Goldfield.
884H (4/1940)	891/40	Dixon, John Knight	Yilgarn.
885H (5/1940)	884/40	Birch, Charles	Yilgarn.

THE MINING ACT, 1904.

Department of Mines,
Perth, 10th October, 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 approved conditionally:—

No.	Corres. No.	Occupier.	Term.	Locality.
1089H	1345/40	Edna May (W.A.) Amalgamated Gold Mines, No Liability	Six months as from the 19th September, 1940	Westonia, Yilgarn Goldfield.

* Conditional.

THE MINING ACT, 1904.

Department of Mines,
Perth, 10th October, 1940.

1442/29.

IT is hereby notified that, in accordance with the provisions of section 45 of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to renew for a further period of twenty-one years from the 1st day of January, 1941, the leases as shown below.

(Sgd.) A. H. PANTON,
Minister for Mines.

Goldfield.	District.	No. of Lease.
East Coolgardie ... ..	... ..	4766E, 5159E.
Murchison	Meekatharra	1463N, 1466N.
North Coolgardie	Menzies	5476Z.

THE MINING ACT, 1904.

Department of Mines,
Perth, 10th October, 1940.

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IT is hereby notified that, in accordance with the provisions of section 53 of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to renew for a further period of twenty-one years from the 1st day of January, 1941, the lease as shown below.

(Sgd.) A. H. PANTON,
Minister for Mines.

Goldfield.	District.	No. of Lease.
West Kimberley	12.

NOTICE.

Registry of Friendly Societies,
Perth, 4th October, 1940.

THE Hon. the Minister for Labour has approved of the following appointments as Medical Referees, for the purpose of the Workers' Compensation Act, 1912-1938:—
Drs. K. P. Hodgson, Beverley; W. H. Rigby, Collie; H. R. Smith, Collie; K. F. Abernethy, Kojonup; D. S. MacKenzie, 260 St. George's terrace, Perth; D. D. Paton, 242 St. George's terrace, Perth; J. G. Hislop, 260 St. George's terrace, Perth; B. Hunt, 205 St. George's terrace, Perth; A. A. Merritt, Pinjarra; L. D. Hodby, Southern Cross; A. A. Hill, 280 Rokeby road, Subiaco, and L. T. Baker, Wagin.

S. BENNETT,
Registrar of Friendly Societies.

APPOINTMENT

(under section 5 of Registration of Deaths and Marriages Amendment Act, 1907, and section 2 of the Registration of Births, Deaths, and Marriages Act Amendment Act, 1914).

Registrar General's Office,
Perth, 4th October, 1940.

IT is hereby notified, for general information, that Mr. J. E. Smyth has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the Plantagenet Registry District, to reside at Albany during the absence on leave of Mr. R. W. East; appointment to date from 2nd October, 1940.

R. J. LITTLE,
Acting Registrar General.

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

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

R.G. No., Date, Denomination and Name, Residence,
Registry District.

METHODIST CHURCH.

20/37; 7/10/40; The Rev. Frederick F. Riley; Merredin; Northam.

PRESBYTERIAN CHURCH.

23/37; 2/10/40; The Rev. Glynn Jones; West Perth; Perth.

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

R.G. No., Date, Denomination and Name, Residence
Registry District.

METHODIST CHURCH.

20/37; 7/10/40; The Rev. Thomas Burt; York; York.
20/37; 7/10/40; The Rev. Roger Garfield Bramich; Mt. Barker; Plantagenet.

20/37; 7/10/40; The Rev. William McNair; Southern Cross; Yilgarn.

20/37; 7/10/40; The Rev. Frederick Charles Norman Inwood; Merredin; Northam.

20/37; 7/10/40; The Rev. Albert Wm. Bray; Perth; Perth.

R. J. LITTLE,
Acting Registrar General.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 2 of 1940.

Between the Coal Miners' Industrial Union of Workers of Western Australia, Collie, Applicant, and Amalgamated Collieries of W.A., Limited, and Griffing Coal Mining Company, Limited, Respondents.

THE Industrial Board for the industry of Coal Mining, in pursuance of the powers and duties conferred upon it by section 107 of the Industrial Arbitration Act, 1912-1935, and in pursuance of a remission to it by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties:—

AWARD.

Part I.—General Conditions.

1.—Area.

This Award shall operate over the South-West Land Division of Western Australia.

2.—Term.

The term of this Award shall be for three (3) years from and including the 30th day of September, 1940.

3.—Scope.

The provisions of this Award shall apply to all workers herein specified engaged in the Coal Mining Industry.

4.—Wages.

(a) The rates herein are based upon the basic wage as fixed by the Court of Arbitration, to take effect on the first day of July, 1939, namely, at the weekly rate of £4 3s. 1d., being a minimum of fifteen shillings and one and three-elevenths pence (15/1-3/11d.) for any shift for an adult worker based upon the standard of eleven (11) shifts per fortnight. The total daily earnings to be paid to pieceworkers (otherwise referred to as contract workers) shall be increased or diminished, as the case may be, by an amount equal to two-elevenths (2/11ths) of the increase or diminution in the weekly basic wage from time to time declared by the Court.

(b) Margins:—Pursuant to section 123 of the Industrial Arbitration Act, 1912-1935, the margin above the basic wage must be prescribed and distinguished separately. In the present Award the margins appear on a basis of eleven (11) shifts per fortnight and also, when calculated on a number of shifts worked, the shifts being seven (7) hours bank-to-bank as now existing on the Collie Coalfields, except where otherwise specifically mentioned.

(c) Workers of the age of twenty-one (21) years and upwards shall be paid not less than the following rates per shift of seven (7) hours:—

	Margin per Shift of 7 hours. s. d.	Wages per Shift of 7 hours. s. d.
Man in charge of coal-cutting machine	6 1	21 2-3/11
Assistant — Coal-cutting machine	4 9	19 10-3/11
Man in charge of coal-boring machine	5 7	20 8-3/11
Assistant—Coal-boring machine	4 3	19 4-3/11
Miner	4 3	19 4-3/11
Pick miner	4 8	19 9-3/11
Miner doing pillar work	4 10	19 11-3/11
Miner in deficient places	5 10	20 11-3/11
Miner dips, slauts or shafts	5 10	20 11-3/11
Shiftman	4 8	19 9-3/11
Setrider	4 5	19 6-3/11
Shooter and borer	4 3	19 4-3/11
Filler (at the face)	2 8	17 9-3/11
Wheeler (hand)	3 7	18 8-3/11
Wheeler (horse)	2 7	17 8-3/11
Roadlayer	4 8	19 9-3/11
Tipper	2 7	17 8-3/11
Gantry and screenman	2 7	17 8-3/11
Winchman	2 7	17 8-3/11
Spragger and clipper (surface)	2 0	17 1-3/11
Labourer (on surface)	1 6	16 7-3/11
Pumpman (8 hour shift, including one hour's overtime)	4 10	18 8-1/6
Unclassified worker (underground)	3 1	18 2-3/11
Borers on surface—assistants	2 6	17 7-3/11
	Margin per Week. £1 12s. 8d.	Wages per Week. £5 15s. 9d.
Groom		

(d) Any groom in charge of more than fifteen (15) horses shall be provided with assistance. Where there are more than thirty (30) horses an adult assistant shall be employed.

(e) Junior Workers:—Workers under the age of twenty-one (21) years shall be paid the following rates:—

Screen Elevator, Picking Belt, Gantry (Coupling), Wagon Attendants and Stable Boys:	Per Shift. s. d.
Under 16 years of age	6 7
16 to 17 years of age	7 1
17 to 18 years of age	8 2
18 to 19 years of age	9 9
19 to 20 years of age	11 6
20 to 21 years of age	14 4

No junior shall bring railway wagons from the dead-end to the screen, unless under the direction and control of the screenman.

Juniors employed as borers on the surface—Assistants shall receive 6d. per shift in addition to the above-mentioned rates.

Main Roaders, Pump Attendants, and Water Balers:

	Per Shift. s. d.
15 to 16 years of age	7 8
16 to 17 years of age	8 9
17 to 18 years of age	9 10
18 to 19 years of age	11 1
19 to 20 years of age	12 11
20 to 21 years of age	14 4

No junior water baler shall be required to commence work before 8 a.m., unless under the supervision of an adult worker.

Greasers of Rollers, Bit Boys, and Road Cleaners:

	Per Shift. s. d.
15 to 16 years of age	6 10
16 to 17 years of age	7 4
17 to 18 years of age	8 6
18 to 19 years of age	10 0
19 to 20 years of age	11 6
20 to 21 years of age	14 4

4.—Wages—continued.

Flatters, Clippers, and Spraggers: Per Shift.

	s. d.
15 to 16 years of age	6 10
16 to 17 years of age	7 11
17 to 18 years of age	9 0
18 to 19 years of age	10 3
19 to 20 years of age	12 1
20 to 21 years of age	14 4

Winch Drivers and Setriders (auxiliary haulage). Per Shift.

	s. d.
18 to 19 years of age	10 6
19 to 20 years of age	12 4
20 to 21 years of age	14 4

(f) All workers employed on afternoon or midnight shift shall be paid the following additional amount per shift, namely:—

	Adult Workers.	Junior Workers.
Afternoon shift	6d.	3d.
Midnight shift	1s. 0d.	6d.

(g) When two (2) shifts are being worked, each worker shall have day shift every alternate week, and, where three (3) shifts are being worked, the shifts shall be taken in rotation. Provided that, in the case of pumpmen, where one shift only is being worked and it is not practicable to work day shift, afternoon shift may be worked. Where two shifts are being worked and it is not practicable to work day shift, afternoon and night shifts may be worked. Subject to this proviso pumpmen shall rotate in the same manner as other workers. Provided also, that if the management desires a pumpman to work night shift only, a special contract may be made.

(h) No youth under the age of fifteen (15) years shall be employed underground.

(i) Any worker required to use cement underground shall be paid sixpence (6d.) per shift while so doing, in addition to the rates herein prescribed.

If any worker has to use poppers or jack-hammers he shall be paid one shilling and twopence (1s. 2d.) per shift extra.

All employees holding third-year First Aid Medallions shall receive threepence (3d.) per shift extra; this payment being without prejudice to any compensation which they may receive for time or tonnage lost whilst rendering first aid.

5.—Definitions.

“Manager”:—The term “manager” or “management” shall mean the mine manager and/or his subordinate officials.

“Deputy”:—The term “deputy” shall mean a person in charge of a district in the mine and classified as such in the pay sheet.

“Union”:—The term “union” shall mean the Coal Miners’ Industrial Union of Workers of Western Australia, Collie.

“Shiftman”:—The term “shiftman” shall mean any miner who is competent to carry out any shiftman’s work underground that he may be called upon to perform and who has had at least three (3) years’ experience underground.

6.—Hours of Work.

(a) For all underground workers (except pumpers) the working shift shall consist of seven (7) hours bank-to-bank, including erib time, which shall not exceed one half-hour’s duration. Crib time shall be taken at a time to be mutually agreed upon between the manager and the men concerned.

(b) For all surface workers, except the groom, the working shift shall consist of seven (7) hours, exclusive of erib time, which shall be of one-half hour’s duration. Crib time shall be taken at a time to be mutually agreed upon between the manager and the men concerned.

(c) For grooms eight (8) hours shall constitute a working shift, to be worked within a spread of twelve (12) hours, with such breaks as are agreed upon between the employer and the workers concerned, and the contract of service of such workers shall be a weekly one of seven (7) days.

(d) If workers desire to accustom themselves to the darkness before proceeding any distance underground they shall leave the surface at such time as shall allow them to become so accustomed and to move onwards with the other workers at the required starting time.

7.—Overtime.

(a) Overtime shall only be worked when it is absolutely necessary. Except for pumpmen and grooms, for all time worked in excess of that prescribed by clause 6 hereof the following rates shall apply:—

During the first five (5) hours—At the rate of time and a half.

For all time beyond the first five hours or on Sundays and holidays (as defined in clause 11 hereof)—Double ordinary rate.

All time worked by pumpmen in excess of eight (8) hours shall be paid for at the rate of time and a half.

Time worked by pumpmen on Sundays and the holidays, prescribed by clause 11 (a), shall be paid at the rate of time and a quarter for the first eight (8) hours and thereafter at the rate of time and a half.

For grooms, for all time worked in excess of eight (8) hours in any one day, or for all time worked outside the spread of twelve (12) hours—at the rate of time and a half.

(b) The provisions of this clause shall not apply to workers who are required to work in the case of an emergency causing or threatening loss of human life.

(c) In the case of outbreak of fire, time and a quarter shall be paid after the first hour.

8.—Absence from Duty.

(a) Any worker who shall absent himself from his work without leave or without reasonable cause shall be subject to immediate dismissal.

(b) In the event of a worker being absent from work through any cause, he shall notify the management before 3 p.m. on the day prior to his intended resumption that he is returning to his work the following day. Failing such notification there shall be no obligation on the part of the management to provide him with work for the day on which he returns.

9.—Notice of Work.

The employer shall post a notice at the office of the particular mine before the time for ceasing work (3 p.m., day shift) on the preceding day that men will be required for work on the succeeding day: Provided that, if through breakdown of machinery or any other cause beyond the control of the management, or if the wagons are ordered the previous day and through no fault of the mine management they are not available for filling, there will be no obligation to pay the workers.

10.—Pay Saturday.

The general custom of observing Pay Saturday as a holiday shall be the rule under this Award: Provided always, that the worker shall, if required by the management work on that day, but it must be distinctly understood that this provision shall not be taken advantage of by the management in making a practice of working the mine on Pay Saturday. If at any time it shall be proved to the satisfaction of the Court that any employer has unnecessarily called upon his workers to work on Pay Saturday, he shall be deemed to have committed a breach of the Award. In the case of an underground worker working on Pay Saturday, five (5) hours from the time he commences to descend the mine until he returns to the surface shall be deemed to be equivalent to the full shift and shall be paid for accordingly, and, in the case of a surface worker, five and a half (5½) hours' actual work shall be equivalent to and be paid for as a full shift. Should the worker be required to work less than five (5) or five and a half (5½) hours, as the case may be, then such time as he has worked shall be deemed to be full time. Should the worker cease work of his own accord, he shall be paid at the ordinary rate for such time as he actually worked.

11.—Holidays.

(a) The following days shall be observed as holidays:—New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, Australia Day (January).

(b) Annual holidays shall be taken at the convenience of the management of the mine. Each worker shall be entitled to twelve (12) days' annual leave on full

pay at the rate of wages per shift payable at the time he takes such holidays: Provided that the worker has worked the full number of shifts that the mine has worked for the production of coal during the preceding twelve (12) months, and should he have worked less than the said number of shifts when the said holiday is taken, or at the termination of his employment, he shall receive or be paid for a proportionate number of holidays: Provided further, that where the worker is dismissed for wilful misconduct he shall not be entitled to the benefits of the provisions of this clause.

(c) A contract worker shall be entitled to be paid, when on holidays, the minimum rate for his grade.

(d) Shifts lost on account of compensatable accidents sustained during the course of employment (not exceeding one month at a time) shall be regarded, for the purpose of calculation of the extent of annual leave, as shifts of actual attendance during those days for which the mine has worked for the production of coal.

(e) Notwithstanding anything in this clause hereinbefore contained, and without prejudice to the rights of the employer under this Award or otherwise, any worker who has taken part in or has been associated with any of the matters or things referred to in column 1 hereunder, shall have the annual leave to which he would otherwise be entitled reduced in accordance with column 2 hereunder:—

Column 1.	Column 2.
Taking part in a strike (including a slow strike) or a general or sectional stoppage of work unauthorised by the management—For each day or part of a day lost	1 day
Holding a pit-top meeting during the hours of any shift which is working, except with the consent of the management—For each such meeting	½ a day
Refusal to work overtime when requested to do so by the management, the onus of proof that such overtime is absolutely necessary being on the management of the mine—For each refusal	½ a day

12.—Fair Share of Work.

(a) All workers shall have an equitable share of the work in their respective grades.

(b) Subject to the provisions as to any special circumstances herein contained no worker, irrespective of grade or class, shall be sent home when the mine is working, if he has not been notified at or before the time for ceasing work the previous day that he will not be employed.

13.—Afternoon and Night Shift.

Except in case of necessity, the ordinary work of procuring coal by miners in a mine (other than coal-cutting and special places) shall not be carried on on afternoon or night shifts, unless the mine has worked nine (9) shifts in the preceding normal working fortnight or twenty-seven (27) shifts in the preceding normal working six (6) weeks. If any dispute arise as to a case of "necessity" the matter shall be determined by the Board of Reference.

14.—Cavil.

(a) Two (2) senior adult workers (grooms excepted) shall be entitled to cavil each quarter: Provided that they find experienced miners as suitable mates to take them on the coal, and provided further, that there are more places than miners employed on the coal; and provided further, that the mine has worked nine (9) shifts in the preceding fortnight, or twenty-seven (27) shifts in the preceding six (6) weeks. Preference shall be given to the senior adult worker who has been longest employed at the mine in respect of which the cavil is being taken.

(b) In the event of the work at the mine falling below nine (9) shifts in the preceding fortnight and twenty-seven (27) shifts in the preceding six (6) weeks, then, when not inconsistent with clause 19, the senior workers so advanced shall revert to their former positions, and any other workers who were advanced in grade as a result of such workers going on the coal shall likewise revert to the grade formerly worked by them prior to such advancement.

15.—Lights.

The employer shall supply all underground workers with sufficient carbide to provide them with artificial light on each shift they work.

The worker shall provide his own lamp.

16.—Deductions from Wages.

The employer may deduct from the worker's wages the amounts agreed upon on account of contributions for medical benefits, contributions to the Accident Relief Fund, the Aged and Infirm Coal Miners' Superannuation Fund, and any other contribution agreed to by both parties.

17.—Payment for Wet Work.

(a) If any worker be compelled to work in water, or if water drips on him in sufficient quantity to inconvenience him in his work, he shall be paid one shilling and ninepence (1s. 9d.) per shift extra (junior workers, half this amount). Should any dispute arise hereunder it shall be referred to the Board of Reference for decision.

(b) The employer shall keep the pumps in good condition in order to remove any water from the working places prior to the men commencing work; but should the removal of water be impracticable, and the quantity of water is such that the men are prevented from working, then there shall be no liability on the part of the employer to find other places for the men so affected; subject, however, to the special provisions hereinafter contained in Part II., clause 45.

(c) Should, however, men have to work for a shift in excessively wet places, from which the water cannot reasonably be removed, then a five (5) hours' straight shift shall constitute a full day's work, and the worker shall be paid a full shift's pay for the work so performed. If any difference arises as to what constitutes an excessively wet place within the meaning of this clause, it shall be referred to the Board of Reference for decision.

18.—Higher or Lower Duties.

(a) In the event of a worker being called upon to work temporarily in any one day in a grade lower than that in which he is usually employed, he shall suffer no reduction in his wages.

(b) In the event of a worker being called upon to work in a grade higher than that in which he is usually employed for more than two (2) hours in any one day, he shall be paid the higher rate for that day.

(c) The term "grade at which he is usually employed" shall mean the rating of the worker in the employer's books at the commencement of the pay fortnight.

(d) If a worker is permanently transferred from one grade of work to another during the currency of the pay fortnight, then he shall be paid the rate for the class of work to which he is so transferred from the date of such transference.

(e) If there be any dispute as to the grade at which a worker was employed, it shall be referred to the Board of Reference.

19.—Minimum Number of Days.

In the event of workers being required under Part II., "A" and "B," in addition to the quotas specified hereunder for each mine, namely:—

Proprietary	..	..	..	..	42 pairs
Stockton	..	..	..	..	19 pairs
Cardiff	..	..	..	..	18 pairs
Co-operative	..	..	..	..	34 pairs
Griffin	..	..	..	..	19 pairs

they shall be engaged on the distinct condition that their employment terminates when the work at the mine falls below nine (9) shifts in the preceding fortnight and twenty-seven (27) shifts in the preceding six (6) weeks, and each worker shall be so informed when engaged: However, should any worker be absent from work through any cause whatsoever, the manager shall have the right to maintain the quota by filling vacancies of either a permanent or temporary nature, but any such appointment shall terminate on the return of the worker so absent as aforesaid, or, in any event, at the termination of the cavil in which the vacancy occurs.

In calculating the number of shifts worked for the purpose of applying this clause, any shifts not worked through strikes, holidays, breakdown of machinery, or proved shortage of railway wagons, shall be allowed as having been worked.

Notwithstanding anything contained in this clause, the manager may reduce hands at any time below the quota.

20.—Temporary Advancement.

In the event of any workers being temporarily advanced on to the coal to meet the requirements of the trade, other than those advanced to fill vacancies as provided for in clause 19 of the General Conditions, they shall revert to their respective grades when the time worked by the mine is reduced below nine (9) shifts in the preceding fortnight and twenty-seven (27) shifts in the preceding six (6) weeks.

Any other workers who were advanced in grade as a result of such workers going on the coal shall likewise revert to the grade formerly worked by them prior to such advancement.

21.—Employment of Juniors.

The employer shall not be obliged to retain the services of a worker when he arrives at the age of twenty-one (21) years, unless he be senior in length of service to any other worker in the mine whose place he is capable of filling.

22.—Incapacitated Workers.

In the event of any day wage or contract worker being so incapacitated by accident, illness, or old age as to be unable to adequately perform the work specified in subclause (a) of clause 4 hereof, or earn the minimum wage at that grade of work at which he is employed, he may be allowed, after receiving the sanction of the union, to perform any work which may be agreed upon between the employer and the union, and his rate of pay shall be fixed by mutual agreement between the employer, the union, and himself. In the event of these three (3) parties being unable to agree, the matter shall be referred for settlement to the Board of Reference.

23.—Pit-top Meetings.

Should pit-top meetings be held, such meetings shall be terminated or adjourned in time to permit workers to proceed to their work at the appointed time. No pit-top meeting shall be held during the hours of any shift at any mine which is working, except with the consent of the manager of such mine.

24.—Reduction of Hands.

In the event of a reduction of hands in a mine the last worker employed in the particular grade of work shall be the first to be dismissed; but this provision shall not apply to any worker dismissed for gross misconduct or refusal to obey lawful orders.

If a worker has been shifted from one grade of work to another, then his length of service for the purpose of determining seniority shall be deemed to date from the last time he signed on at the mine, during his current period of employment.

25.—Contract Work other than that provided for in this Award.

No work may be performed by contract unless the contract be approved by the Delegate Board of the union, and every such contract shall contain, or be deemed to contain, a covenant that the worker shall receive at least the minimum wage provided by this Award for the particular class of work to which the contract relates.

Provided further, that if the Delegate Board of the union refuses to approve of the contract, the matter may be referred for determination to the Board of Reference.

26.—Board of Reference.

(a) The Court appoints, for the purposes of the Award, a Board of Reference for each mine. Each Board shall consist of a chairman, who shall be the Inspector of Mines at Collie for the time being, and two (2) other representatives, one to be an official of the company, representing the employer, and the other a mem-

ber of the union, appointed by the union for such purpose, which may at any time by notification to the employer and the Registrar, change such representative.

(b) There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of:—

- (i) deciding matters specifically referred to in the Award as being the subject-matter of a decision of the Board;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time.

(c) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1935, which for this purpose are embodied in and form part of this Award (regulation 92).

(d) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

27.—Pay Day.

The wages shall be paid to all workers on every alternate Friday.

They shall be paid on the same date at each mine in the Collie District.

28.—Members of the Union.

All workers engaged by the employers shall make application to become members of the union within three (3) weeks of their engagement.

The union shall accept them as members: Provided that they are persons of good character and tender the entrance fees and subscriptions in accordance with the rules of the union.

These provisions shall not apply to officials and deputies, or members of the mechanical staff of the mine.

29.—Union Officials and Deputies.

In the event of a worker leaving a mine to act as general secretary or other executive officer of the union, or, in the event of a worker being appointed as a deputy, he shall retain his seniority within the meaning of this Award, in the grade of work and at the mine in which he was employed at the time of so leaving, or of being so appointed as deputy.

Part II.

“A”—MINING MACHINE—CUT COAL.

30.—Duties in Particular.

The duties in particular of the men working under this Part, and hereinafter referred to as the miners, shall include shooting down coal after it has been undercut by the coal-cutting machine, filling such coal into skips in such a manner and to such a capacity as has been customary, and performing all other duties as hereinafter provided.

31.—Tonnage Rates.

Parties of miners, and miners working singly on tonnage rates, shall be paid at the undermentioned mines the following rates, while existing conditions as to boring are observed:—

	Per Ton.
	s. d.
Co-Operative Mine	2 11½
Proprietary Mine	2 9¼
Cardiff Mine	2 10
Stockton Mine	2 8¾
Griffin Mine	2 11¼

Provided that the rates fixed for the Co-Operative and Griffin Mines shall be reduced by 2¼d. per ton and 2½d. per ton, respectively, if and when coal-boring machines are installed. The management or the union shall have liberty to apply to the Court for such reduced rates, to be reviewed after the machines have been installed and one month's trial given.

32.—Day Wages.

(a) Where tonnage rate is in operation in any mine, no coal shall be got on day wages other than that from the main dips, back headings, and their connections,

places deemed deficient by the scrutineers and the management, and work done for the purpose of development, maintenance, and upkeep.

(b) The management may work the places mentioned in subclause (a) hereof on contract rates and conditions: Provided that such rates and conditions are approved by the union, or, in the event of agreement not being arrived at, determined by the Board of Reference.

(c) In the event of any dispute or difference as to what constitutes the places mentioned in subclause (a) hereof, or as to the rates and conditions in subclause (b) hereof, the question shall be referred to the Board of Reference for decision.

33.—Undercutting the Coal.

The employer shall undercut the coal with coal-cutting machines.

The term “undercutting” shall mean leaving a clear space of not less than three (3) inches underneath the coal when cut by the machine. If the coal should fall after having been undercut and thus impede the miner in his work, he shall be paid such a sum, not exceeding four shillings (4s.) per bord, as may be agreed upon by the manager and himself, as compensation for the disability caused by the coal so falling. In the event of the parties being unable to agree as to the amount of compensation to be paid, the matter shall be referred to the Board of Reference for settlement.

34.—Elimination of Refuse.

(a) Where stone comes down from the roof through no fault of the miner, or up from the floor, and the manager directs the miner to eliminate it from the coal, payment shall be made at a rate, to be mutually agreed upon by the miners concerned and the manager, or, in the event of disagreement between them, at a rate to be determined by the Board of Reference.

(b) If in any mine there is any refuse in the seam worked and the manager directs the miner to eliminate it from the coal, the rate to be paid for eliminating it and placing it in the gob shall be one penny farthing (1¼d.) per ton for the first three (3) inches or part thereof in thickness, and one halfpenny (½d.) per ton per inch thereafter, up to twelve (12) inches, and three-farthings (¾d.) per ton per inch over twelve (12) inches, in addition to the rates provided in clause 31.

35.—Penalty for filling Refuse.

Any miner filling twenty pounds (20 lbs.) of refuse into his skip, or one hundred and twelve pounds (112 lbs.) in any one day, shall be dealt with as follows:—

First offence—Caution.

Second offence—He (or they) shall be suspended for the next working day following his notification of the offence.

Third offence or any subsequent offence during the succeeding six (6) weeks, or until the termination of the cavi—He (or they) shall be suspended for a week, or less, as the manager may direct.

36.—Narrow Work.

Places worked on tonnage rates less than twenty-four (24) feet wide shall be paid extra rates as follows:—

	Per Yard.
	s. d.
Places 9 feet and less than 12 feet ..	4 4
Places 12 feet and less than 18 feet ..	2 6½
Places 18 feet and less than 24 feet ..	1 6

37.—Height of Seam.

The rates set out in clause 31 shall be payable in all places where the seam is not less than five (5) feet from floor to roof. In all places in which the seam is less than five (5) feet and more than four (4) feet, the sum of one penny (1d.) per ton for every inch below five (5) feet and down to four (4) feet shall be paid. Where the seam is less than four (4) feet in thickness, the place shall be deemed to be deficient, and the rate shall be as agreed upon by the union and the manager, and, in the event of their being unable to agree, the rate shall be as fixed by the Board of Reference.

Where directed by the management to drive places over nine (9) feet in height, one penny halfpenny (1½d.) per ton shall be paid in addition to the rates set out in clause 31.

38.—Measurement of Places.

If any dispute arise as to the width of working places, three (3) measurements shall be taken, one on the floor, one at the roof, and one halfway between floor and roof, and the mean of the three (3) measurements shall be deemed to be the width of the place.

39.—Measurement of Stone Band.

In each working place of the respective parties of miners, measurements of any stone bands in the seam shall be taken, one in the centre and one at each rib, and the average of the combined measurements of such working places shall be the basis of payment for such refuse.

40.—Places Working to the Dip of the Seam.

In any places being worked to the dip of the seam on a grade of one (1) in ten (10), or steeper, double yardage shall be paid.

When the grade of a place becomes steeper than one (1) in five (5), an extra amount (in addition to double yardage) shall be paid. Such amount shall be as agreed upon by the manager and the union, or, in the event of disagreement, shall be as fixed by the Board of Reference.

Where 8-yard bords are driven to the dip of a seam on a grade of one (1) in ten (10) or steeper, five shillings (5s.) per cut shall be paid, in addition to the rates mentioned in clause 31 hereof. When the grade becomes steeper than one (1) in five (5) an extra amount (in addition to 5s. per cut) shall be paid. Such an amount shall be as agreed upon by the manager and the union, or, in the event of disagreement, shall be as fixed by the Board of Reference.

41.—Places to be left in Fit Condition.

The miners shall clean and square up their working place ready for the machine-men to proceed with their duties. Where refuse is present, the miner shall place it in the gob: Provided that the miner shall not be responsible for the removal of standing timber or laid rails.

42.—Assisting the Wheelers.

Miners shall, in those places where instructed to do so, assist the wheeler with the skip at the cope-over and in pushing the skip from the cope-over to the place where it stands to be filled. Where a cope-over is not used, the miners shall, when instructed to do so, assist the wheeler with the skip at the turn or place where the skip is changed and in pushing it from such place to the place where the skip stands to be filled. In every case in which instructions are so issued on account of the grade of the road, the insufficiency of room to cope, or for any other reason, the miner or miners (if more than one man is instructed) shall be paid one penny farthing (1¼d.) per ton, in addition to the rates set out in clause 31, while such assistance is given to the wheeler, irrespective of the fact as to whether one or two (2) miners assist the wheeler. In the event of the management and the wheelers being unable to agree as to whether assistance should be provided, the matter shall be referred to the Board of Reference for determination. Where a cope is provided it shall not be more than eight (8) yards from the place where the skip stands to be filled, unless the condition of the roof renders it unreasonable and impracticable to so provide it.

43.—Rails and Timber.

The employer shall lay the rails up to the working face. If the miner requires a six (6) feet pair of rails thereafter, he shall lay it himself. The miner shall have regard to the safety of the working place, and, when necessary, he shall erect slabs and bars, for which he shall be paid one shilling and tenpence (1s. 10d.) for each slab and three shillings and tenpence (3s. 10d.) for each bar.

For the purpose of this clause the term "bar" shall mean cross pieces not exceeding nine (9) feet in length and six (6) inches in diameter at the small end.

The term "slab" shall mean a piece of timber not exceeding ten (10) feet in length, nine (9) inches in width, and three (3) inches in thickness. Slabs and bars shall be supplied by the management sufficiently dressed.

"Working place" shall mean a distance of not more than twelve (12) feet back from the miner's working face.

44.—Regular Turn of Skips.

It shall be the duty of the employer to provide a regular and fair turn of skips for all miners on the coal, having regard to the interests of the mine and the worker; and neither the employer nor the worker shall do anything to violate the spirit of this clause. In the event of any miner not being ready for an empty skip when available, his turn shall pass to the next miner ready to take it.

45.—Places Rendered Unfit for Ordinary Work.

If, on presenting himself for work on any day on which the mine is working, any miner on tonnage rates cannot proceed with his ordinary place by reason of a fall of ground or sudden inflow of water or any other cause that the manager cannot reasonably foresee or prevent, then the miner shall be employed at shift work rates for the balance of the current pay fortnight, or be provided with another working place on those days when the mine is worked, but if the miner is prevented from proceeding with his work at his ordinary place through any cause that the manager could have reasonably foreseen and prevented, then the miner shall be paid at his average daily rate for the preceding pay fortnight, or be provided with another working place for the balance of the current pay fortnight on those days on which the mine works.

46.—Day, Afternoon, and Night Shifts.

When miners on tonnage rates are called upon to work day and afternoon shift in rotation, sixpence (6d.) per shift extra shall be paid for afternoon shift. If called upon to work midnight shift, they shall be paid three-pence (3d.) per ton extra.

47.—Quarterly Cavil.

There shall be a cavil for working places at the close of the months of February, May, August, and November each year.

The miners shall, if they so desire, appoint two (2) scrutineers, whose duty it shall be to inspect the working places. Should such scrutineers consider the conditions existing in any particular place to be of such a nature that they should be excluded from the cavil, and the manager fails to agree with them, the matter in dispute shall be referred to the Board of Reference.

Should the manager desire to work any place or places as "special places," he shall give seven (7) days' notice of such desire to the union, and the cavil for such special places shall precede that for the other places. Persons cavilling for special places shall be subject to the approval of the manager and the scrutineers appointed by the men. On the completion of the cavilling for the special places, the cavil for the remaining places shall be proceeded with. For the purpose of this clause, the term "special place" shall be deemed to include any place which is being driven for the purpose of winning out working places; any place driven for the purpose of ventilation (other than an ordinary cut-through); any place driven for water lodgment, and bords being broken off special headings, until such bords are driven in a distance of ten (10) yards.

If work at any place be stopped at any time and restarted during the cavil, the men working in such place at the time of stopping shall have the option of going back to work the place.

48.—Tools and Stores.

Miners shall provide, at their own expense, all tools, explosives, and any other stores required for use in connection with their work, except carbide for light.

49.—Cross-cut and End Work in Bords.

All bords driven thirteen (13) to seventy-seven (77) degrees from a right angle to the cleavage of the coal shall be deemed to be on the cross, and shall be paid the sum of one penny half-penny (1½d.) per ton in addition to the tonnage rate.

All bords driven more than seventy-seven (77) but not exceeding ninety (90) degrees from a right angle to the cleavage of the coal shall be deemed to be on an end, and shall be paid the sum of three farthings (¾d.) per ton in addition to the tonnage rate.

50.—Headings on the Cross.

Headings and cut-throughs driven thirteen (13) degrees or more from a right angle to the cleavage of the coal shall be paid ninepence (9d.) per yard in addition to the extra rate provided in clause 36 hereof.

51.—Minimum Wage.

The minimum daily rate payable to miners shall be as provided in clause 4 of the General Conditions. In addition, sixpence (6d.) per shift shall be paid for afternoon shift and threepence (3d.) per ton for midnight shift. Should the aggregate of their contract earnings for any pay period be less than the minimum mentioned for the number of shifts worked in that period, they shall, nevertheless, be paid an aggregate amount equal to the minimum for that number of shifts.

“B”.—MINING PICK WON COAL.

52.—Duties in Particular.

The duties, in particular, of workers working under this Part and referred to herein as pick miners shall include holing the seam with picks, according to coal mining practice, boring with hand-boring machines, shooting, filling the coal into skips in such a manner and to such a capacity as has been customary, and performing all other duties as hereinafter provided.

53.—Tonnage Rates.

Parties of pick miners, or pick miners working singly, shall be paid at the rate of five shillings and ninepence half-penny (5s. 9½d.) per ton.

54.—Turning Away Bords.

For turning away bords twelve (12) feet wide, the sum of four shillings and tenpence (4s. 10d.) per yard shall be paid, and for opening out from twelve (12) feet to twenty-four (24) feet the sum of nineteen shillings and fourpence (19s. 4d.) shall be paid. The payments under this clause shall be in addition to tonnage rates.

55.

Day Wages	See clause 32.
Elimination of Refuse	See clause 34.
Penalty for Filling Refuse	See clause 35.
Height of Seam	See clause 37.
Measurement of Places	See clause 38.
Measurement of Stone Band	See clause 39.
Places working to the Dip of the Seam	See clause 40.
Assisting the Wheelers	See clause 42.
Rails and Timber	See clause 43.
Regular turn of Skips	See clause 44.
Places rendered Unfit for Ordinary Work	See clause 45.
Day, Afternoon and Night Shifts	See clause 46.
Quarterly Cavel	See clause 47.
Tools and Stores	See clause 48.

56.—Narrow Work.

Places worked on tonnage rates which are less than twenty-four (24) feet wide shall be paid extra amounts as under:—

	Per Yard.
	s. d.
Places 9 feet and less than 12 feet ..	8 8
Places 12 feet and less than 18 feet ..	5 1
Places 18 feet and less than 24 feet ..	3 0

57.—Bords worked on End.

Bords worked on end of coal shall be worked at day wage rates until otherwise provided for: Provided, however, that the work may be done on contract, in which case the provisions of clause 25 of the General Conditions (Part I.) shall apply.

58.—Cross-cut work in Bords.

All bords driven thirteen (13) degrees or more from a right angle to the cleavage of the coal shall be deemed to be on the cross and shall be paid the sum of threepence (3d.) per ton in addition to the tonnage rate.

59.—Headings on the Cross.

Headings driven thirteen (13) degrees or more from a right angle to the cleavage of the coal shall be paid one shilling and sixpence (1s. 6d.) per yard, in addition to the extra rate provided in clause 56 hereof.

“C.”—PILLAR WORK MINING.

60.—Duties.

The duties of workers working under this Part and referred to hereinafter as pillar miners shall be extracting or drawing pillars, and shall include—

- holing the pillars with picks according to coal mining practice, or grunching the coal in the solid unless the pillar is undercut by machine
- boring with hand boring machines unless bored by the employer;
- shooting and filling the coal into skips and performing other duties, as hereinafter provided.

The manager shall determine whether pillars shall be holed with picks, grunched, undercut by machines, hand-bored by the pillar miners, or bored by the employer.

61.—Day Wages.

If it be deemed necessary by the management to do any pillar work mining on a daily contract of service, the wages shall be as provided by clause 4 in the General Conditions of this Award; and all the other provisions of this Award appropriate to pillar work mining shall likewise apply.

Part III.—Wheeling.

62.—Duties.

(a) The duties in particular of the men working under this Part shall include the wheeling of empty skips from the flats to the working faces, and loaded skips from the working faces to the flats, such flats being those nominated by the management. The wheeler shall remove any skips from the working faces prior to the coal-cutting machine men being required to go in to cut the place.

(b) Wheelers, if required to open and close four (4) or more doors on any one trip, shall be paid one shilling (1s.) per shift extra. This provision shall apply to contract wheelers only.

63.—Cavel.

For the purpose of cavilling, the wheelers shall choose their own mates and cross mates.

The mine shall be divided into districts which shall be cavilled for by the parties of wheelers at each quarterly cavel, such cavel to coincide with that conducted by the miners under clause 47, Part II., “A,” of this Award.

The wheelers shall be at liberty to arrange the work in each district to their own satisfaction: Provided that the miners are given a fair distribution of skips.

64.—Sharing of Work.

Each party of wheelers shall share the work in their respective sections and shall divide the money earned by each party in proportion to the number of shifts worked by the individual wheelers. If requested by the wheelers such division of money shall be made by the management.

65.—Supply of Sprags.

The employer shall supply on each flat all sprags required by the wheeler.

66.—Regular Turn.

The employer shall provide a fair turn of skips to each flat in proportion to the number of miners working on that flat. The wheeler shall refrain from any action which is likely to nullify the efforts of the manager to carry out his obligation under this clause.

67.—Excessive Number of Wheelers.

If on any particular day there are more wheelers than are required in the mine through any cause that the management could not reasonably foresee or prevent, then the wheeler shall be employed at the adult minimum wage for the particular class of work provided for him, but if on any particular day a wheeler is prevented from working in his usual place from any cause that the management could have reasonably foreseen and prevented, then the wheeler shall be employed on those days that the mine works during the balance of the current pay fortnight at the average rate of wages earned by him during the preceding pay fortnight.

68.—Rates.

Parties of wheelers, and wheelers wheeling singly, shall be paid at the following rates per ton:—

	Grif- fin.	Pro- priet- ary.	Car- diff.	Stock- ton.	Co-op- era- tive.
	d.	d.	d.	d.	d.
Up to 220 yards ..	6.9	6.4	5.9	6.1	9.1
220 to 320 yards ..	7.4	6.7	6.1	6.3	9.6
320 to 420 yards ..	8.2	7.4	7.1	7.1	10.4
420 to 520 yards ..	9.4	8.4	8.4	7.8	11.6
Over 520 yards ..	Special contract.—Clause 25, General Conditions (Part I.).				

In all places, not including flats, being wheeled by horse or hand upwards or downwards, where the grade is one (1) in six (6) or steeper, wheelers shall receive one penny (1d.) per ton in addition to the above-mentioned rates. This extra rate shall be inclusive of any allowance for using a rope or tackle.

69.—Measurement of Distances.

The distances referred to in clause 68 of this Part shall be measured from the centre of the flat to which the coal is wheeled to where the skip stands to be filled.

A measurement of the distances shall be taken when requested by the local union officers.

70.—Method of Payment.

The employer shall record the gross tonnage filled by the miners in the various districts in which the wheelers operate and the wheelers shall be paid for the tonnage so recorded. No payment shall be made for coal filled from roadways unless such coal is wheeled by the wheelers.

71.—Delivery of Materials.

All ordinary timber or mining materials required for delivery along his ordinary wheeling road shall be delivered from the flats to the required places by the wheeler, without additional remuneration; but any extraordinary timber or materials taken in for the use of shiftmen shall be paid for as lost time, at the wheeler's day wage rate, as shown in clause 4 of the General Conditions.

Skips of sand, rails, laths, sleepers or lids, and loads of timber required to be unloaded by the wheeler at the places appointed by the manager shall be paid for at the rate of ninepence (9d.) per skip or load. Skips of props and slabs shall be paid for at the rate of threepence (3d.) for every five (5) props or slabs so unloaded. When timber is unloaded by a wheeler such timber shall be stacked by him.

72.—Wheeling of Refuse.

Where a wheeler is required to wheel skips of refuse from the seam, each skip shall be deemed to contain a ton, and the wheeler shall be paid at the rates provided in clause 68 of this Part for each skip wheeled.

73.—Filling of Road Coal.

If directed by the management road coal shall be filled by the wheelers and shall be paid either at the tonnage rate of the particular mine, as provided in clause 31, Part II., "A," or at the minimum daily rate of pay provided in clause 74 of this Part.

74.—Minimum Wage.

The minimum daily rate payable to wheelers shall be as provided in clause 4 of the General Conditions. In addition sixpence (6d.) per shift shall be paid for afternoon shift and one shilling (1s.) per shift for any midnight shift. Should the aggregate of their contract earnings for any pay period be less than the minimum mentioned for the number of shifts worked in that period, they shall nevertheless be paid an aggregate amount equal to the minimum for that number of shifts.

75.—Wheelers' Horses.

(i) The employer shall provide wheelers on contract rates with horses properly broken in to pit work, so that such wheelers shall not be hindered in their work; but if such wheelers are so hindered in their work they shall be compensated for the same.

In the event of a horse losing a shoe, or breaking his harness or limbs, the wheeler shall be compensated for the tonnage lost.

(ii) The wheeler shall, if instructed by the management, take his horse from the stables to the mouth of the mine travelling road before the commencement of

any shift, and at the completion of the shift return the horse to the stables without extra remuneration: Provided, however, that when the distance to be travelled exceeds one hundred (100) yards and is less than one (1) mile the sum of sixpence (6d.) per shift in addition to his appropriate rate shall be paid: Provided further, that when instructed by the management to harness his horse before commencing the shift and/or feed, water, and unharness his horse on returning to the stables, the wheeler shall be paid the sum of sixpence (6d.) per shift extra.

76.—Stacking of Timber.

Where timber is required to be stacked, sufficient suitable places shall be provided, suitable for all lengths of timber, such places to be easily accessible to the wheeler. Timber shall not be left lying around on the flats. Should any dispute arise as to whether a place is "suitable" and/or "accessible" it shall be referred to the Board of Reference for determination.

77.—Draining Roads.

The employer shall keep the roads reasonably clean and drained, wherever it is practicable to do so.

78.—Miners Taken out of Wheelers' Cavel.

In the event of a miner being taken out of a wheeler's cavel for any other reason than to supply the place of another worker who is absent from work without notice, then such wheeler shall be paid at the rate of the average tonnage that the miner would have filled for that day if he had worked in the ordinary course.

79.—Wheeling by Hand or Winch.

Should any question arise as to the detriment to the contract wheeler's earnings in connection with wheeling by hand or winch, the same, together with the amount, if any to be paid, shall be referred to the Board of Reference for determination.

Part IV.—Coal Cutting.

80.—Duties.

The duties in particular of the coal-cutting machine men shall include the undercutting of the coal with electric coal-cutting machines, the travelling of the machines to and from the various places and preparing the machines for operation.

81.—Machine Cut.

(i) In undercutting the coal the machine man shall leave a clear space of not less than three (3) inches between the top of the machine cuttings, or "buck dust," and the top of the cut made by the coal-cutting machine. Every coal-cutting machine man shall leave each place in this condition, except in cases specified hereunder, namely:—

- When the machine cuts into a stone pack; or
- In places carrying water in such quantity that the clearance cannot be given without interference with the normal operation of the machine; or
- In places where, from any other cause, it is unreasonable and impracticable to compel the machine men to leave a clear space of three (3) inches as provided in the first paragraph of this clause; or
- Where the coal sits down after being cut.

(ii) If a machine man is impeded in his work by reason of the machine cutting into stone, or "brass" in the seam, or on account of the machine becoming jammed through no negligence or lack of skill on the part of the machine man, then he shall be paid such extra remuneration as may be mutually agreed upon by the manager and the machine man concerned. In the event of any dispute arising in the operation of this clause, it may be referred for settlement to the Board of Reference.

82.—Bits, Lubricating Oil, etc.

The employer shall keep the coal-cutting machines in good working order. He shall supply sufficient cutting bits, lubricating oil, and sand in the most convenient position in each district operated by the coal-cutting machine man. Electric supply cables shall be kept within a convenient distance of the working faces.

83.—Lubrication and Care of Machines.

The machine men shall take proper care of the machine and tools and the trailing cable and machine rope. They shall keep the machine in a reasonable state of cleanliness. A "reasonable state of cleanliness" shall, for the purpose of this clause, include keeping all oil wells clean, and with sufficient oil in them, and keeping all accessible parts of the machine clean, but shall not include dismantling any part of the machine for cleaning.

84.—Tools.

The employer shall supply all tools required by the machine man in the course of his duties, and the machine man shall be responsible for the safe keeping of them while in his custody: Provided that it shall only be obligatory on the employer to supply a pick and shovel once in twelve (12) months, unless the same be destroyed by accident.

85.—Cavil.

A cavil shall be conducted quarterly in every mine, should any number of coal-cutting machine men desire it. The date of such cavil shall coincide with the general quarterly cavil of the mine, as arranged by the manager and the scrutineers. Machine men when on tonnage rates shall have the right to choose their own mates prior to the drawing of the cavil. If a vacancy should occur during the course of the cavil, the remaining machine men shall have the right to choose any available machine man at the mine, but if no such machine man be available, any other man in the mine. If the manager objects to any man so chosen, the matter in dispute shall be referred to the Board of Reference.

86.—Situation of Machines and State of Places.

The management shall acquaint the coal-cutting machine man at the commencement of or during the course of each shift, of the situation of the machine and the places which are already undercut, and those that require undercutting.

87.—Places to be in Fit Condition.

Any place to be undercut by the coal-cutting machine man shall be in a fit and proper condition therefor as regards the removal of refuse and skips. The obligation for such condition being on the employer.

88.—Places to be Cut to the Satisfaction of the Management.

The coal-cutting machine men shall undercut each place, in strict accordance with the instructions as to cut issued by the management.

89.—Picking Up Bottoms.

The coal-cutting machine men shall undercut the coal at such position in the seam as shall be directed by the management, and, when so directed, they shall keep the cutting as near as practicable to the floor of the seam. In the event of the machine men not keeping the cutting as near as practicable to the floor of the seam, then they shall take up that portion of the seam which by reason of their neglect is left on the floor of the place undercut without further remuneration. They shall under no circumstances cut below the position in the seam directed by the management. Any dispute under this clause shall be referred to the Board of Reference for decision.

90.—Machines or Places Rendered Unfit for Ordinary Work.

If on presenting himself for work on any day on which the mine is working, any coal-cutting machine man on tonnage rates cannot proceed with his ordinary work on account of no places being ready or on account of a breakdown of his machine, or a fall of ground or inflow of water, or any other cause that the manager cannot reasonably foresee or prevent, then the machine man shall be employed at shift work rates at such work as the manager may direct for the balance of the current pay fortnight on those days when the mine is worked; but if a machine man is prevented from proceeding with his work through any cause that the manager could have reasonably foreseen and prevented, then the machine man shall be paid at his average daily rate for the preceding pay fortnight, or be provided with another working place for the balance of the current pay fortnight on those days on which the mine works.

91.—Safety of Working Places.

The deputy shall inspect every working place before instructing a machine man to cut the place.

If it be necessary for a coal-cutting machine man to remove timber or rails (other than the six (6) feet rails at the face), or put in additional timber, he shall be compensated by the payment of average wage for the time lost.

If any dispute arise as to the necessity, or otherwise, for the removal, or erection, of the timber, or removal of the rails, it shall be referred to the Board of Reference.

92.—Method of Payment

The employer shall record the gross tonnage of all coal filled by the miners in the various districts in which the coal-cutting machine men operate, and the coal-cutting machine men shall be paid for the tonnage so recorded. All road coal filled shall be paid for at cutting rates, the money to be equally divided between the machine men after allowance has been made for upsets

Compensation for any refuse other than the regular stone band, or stone from the roof, which is ordered by the management not to be filled into the skips by the miners, shall be paid by the employer to the coal-cutting machine men

The amount of such compensation shall be ascertained by agreement between the machine men concerned and the management, and in default of agreement shall be referred for settlement to the Board of Reference

93.—Rates.

Coal-cutting machine men shall be paid at the following rates:—

	Per ton.
	d.
Co-operative Mine	5.2
Proprietary Mine	3.6
Cardiff Mine	3.9
Stockton Mine	3.4
Griffin Mine	3.9

94.—Adjustment of Places Cut.

At the end of the cavil the machine men shall arrange among themselves as to what allowance shall be made for coal cut and left in the cavil they leave. Failing settlement among themselves being arrived at, the manager of the mine and the scrutineers shall decide the matter, and their decision shall be final.

95.—Cutting in Main Dips or Similar Places.

Where machine men are required to cut in main dips (or similar places) with a grade of one (1) in ten (10) or steeper, the machine men shall be paid at shift work rates for such time as they are cutting in such place, or a special contract under the provisions of clause 25 of the General Conditions (Part I.) may be entered into. Where it is necessary to lower or haul a coal-cutting machine into or out of such a place by means of a winch, then the machine men shall be paid such an amount for the compensation for lost time as may be agreed upon by the men concerned, and the manager, or, in the event of disagreement, as may be determined by the Board of Reference.

96.—Minimum Wage.

The minimum daily rate payable to coal-cutting machine men shall be as provided in clause 4 of the General Conditions (Part I.). In addition, sixpence (6d.) per shift shall be paid for afternoon shift and one shilling (1s.) per shift for midnight shift. Should the aggregate of their contract earnings for any period be less than the minimum herein mentioned for the number of shifts worked in that period, they shall nevertheless be paid an aggregate amount equal to the minimum for that number of shifts.

Part V.—Coal Boring.

97.—Duties.

The duties in particular of the workers engaged under this Part and referred to hereinafter as boring machine men, shall include the boring of the coal faces with electric boring machines, the travelling of the machine to and from the various places, and preparing the machines for operation.

98.—State of Machines.

The employer shall keep the coal boring machines in good working order. They shall also keep the electric supply cable to within a convenient distance of the working face.

99.—Lubrication and Care of Machines.

The boring machine men shall keep the machines effectively lubricated and in a reasonable state of cleanliness, and shall use every endeavour to minimise wastage of oil. They shall also exercise every care in the handling of the machines and cables and drills.

100.—Tools.

The employer shall supply all tools required by the boring machine men in the course of their duties under this Part, and the boring machine men shall be responsible for the safe keeping and care thereof.

101.—Cavil.

A cavil shall be conducted quarterly, should any number of the boring machine men so desire it, the date of such cavil to coincide with the date of the general quarterly cavil as provided for in clause 14, General Conditions of this Award, when the various districts in the mine as arranged by the management shall be cavilled for by the various parties of boring machine men.

102.—Situation of Machines.

The management shall acquaint the boring machine men at the commencement or during the course of each shift, the situation of the machines and the places which are already bored and those which require boring.

103.—Places to be in Fit Condition.

Any place to be bored by the boring machine men shall be in a fit and proper condition therefor as regards the removal of refuse and skips. The obligation for such condition being on the employer.

104.—Places to be Bored to Satisfaction of Management.

The boring machine men shall bore each place to the mutual satisfaction of the miner and the management, particularly as regards the number of holes and the angle of same.

105.—Machines or Places Rendered Unfit for Ordinary Work.

If on presenting himself for work on any day on which the mine is working, any boring machine man on tonnage rates cannot proceed with his ordinary work on account of no places being ready, or on account of a breakdown of his machine, or a fall of ground, or inflow of water, or any other cause that the manager cannot reasonably foresee or prevent, then the boring machine man shall be employed at such work as the management may direct at shift work rates for the balance of the current pay fortnight on those days when the mine is worked; but if a boring machine man is prevented from proceeding with his work through any cause that the manager could have reasonably foreseen and prevented, then the machine man shall be paid at his average daily rate for the preceding pay fortnight, or be provided with another working place for the balance of the current pay fortnight on those days on which the mine works.

106.—Method of Payment.

The employer shall record the gross tonnage of all coal filled by the miners in the various districts in which the boring machine men operate, and the boring machine men shall be paid for the tonnage so recorded. Compensation for any refuse other than the regular stone band or stone from the roof which is ordered by the management not to be filled into the skips by the miners shall be paid by the employer to the boring machine men.

All road coal filled shall be paid for at boring rates, the money to be equally divided between the coal-boring machine men after allowance has been made for upsets.

The amount of such compensation shall be ascertained by agreement between the machine men concerned and the management, and, in default of agreement, shall be referred for settlement to the Board of Reference.

107.—Rates.

Parties of coal-boring machine men shall be paid at the following rates:—

	Per ton.
	d.
Co-operative Mine	2.7
Proprietary Mine	2.0
Stockton Mine	2.2
Griffin Mine	2.5

Provided that the management or the union shall have liberty to apply to the Court for the review of the rates fixed for the Co-operative and Griffin Mines, respectively, after the coal-boring machines have been installed and one month's trial given.

108.—Minimum Wage.

The minimum daily rate payable to boring machine men shall be as provided in clause 4 of the General Conditions (Part I.). In addition, sixpence (6d.) per shift shall be paid for afternoon shift and one shilling (1s.) per shift for midnight shift when worked. Should the aggregate of their contract earnings for any pay period be less than the minimum herein mentioned for the number of shifts worked in that period, they shall nevertheless be paid an aggregate amount equal to the minimum for that number of shifts.

109.—Adjustment of Places.

At the end of the cavil the machine men shall arrange among themselves as to what allowance shall be made for coal bored and left in the cavil they leave.

Failing a settlement among themselves being arrived at, the manager of the mine and the scrutineers shall decide the matter, and their decision shall be final.

110.—Additional Boring.

If the boring machine men have to return to bore other holes through no fault of their own, then they shall be paid their average wage for the time so occupied. Any dispute hereunder shall be referred to the Board of Reference for decision.

In witness whereof this Award has been signed by the Chairman of the Industrial Board this 30th day of September, 1940.

(Sgd.) W. J. WALLWORK,
Chairman.

INDUSTRIAL AGREEMENT.

(No. 14 of 1940.)

(Registered 11/9/1940.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this 11th day of September, one thousand nine hundred and forty, between the Coastal Food Manufacturers and Wholesale Mixing and Packing Establishments Employees' Industrial Union of Workers (hereinafter called "the union"), of the one part, and Swan Brand Products, Ltd.; J. J. O'Heney; Crystal Jam Co., Ltd.; H. Rayner & Sons; G. A. McKim; the Trafalgar Preserving Company, Ltd. (hereinafter called "the employers"), of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Scope.

This Agreement shall apply to workers employed in the industry of jam, sauce, and pickle manufacturing, as carried on by the employers: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1935.

2.—Area.

This Agreement shall have effect over the area comprised within a radius of thirty (30) miles from the G.P.O., Perth.

3.—Term.

This Agreement shall apply for a period of three (3) years from its date, subject to the right of any party to amend same in pursuance of the provisions of the Industrial Arbitration Act, 1912-1935.

4.—Contract of Service.

(a) Except as provided in subclause (b) of this clause, the contract of service of all workers shall be a weekly one, terminable by one week's notice on either side.

(b) Workers engaged and who do not complete one month of service shall be deemed to be casual workers, whose engagement may be terminated by one day's notice on either side.

(c) Nothing in this clause shall affect the right of the employer to summarily dismiss a worker for misconduct or dereliction of duty or if, after having received notice of termination of his or her contract of service, the worker does not carry out his or her duties in the same manner as he or she did prior to receiving such notice.

5.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Agreement, an accredited representative of the union shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised without the permission of the employer more than once in any one (1) week.

6.—Posting Copy of Agreement and Union Notices.

(a) A copy of this Agreement shall be posted in a suitable place agreed upon between the employer and the union.

(b) An accredited representative of the union shall be permitted to post any lawful notice of the union in a suitable place agreed upon between the employer and the union.

7.—Hours.

(a) Forty-four (44) hours shall constitute a week's work, to be worked in five and one-half (5½) days.

(b) The ordinary hours of work shall be between 7 a.m. and 6 p.m., Monday to Friday, inclusive, and between 7 a.m. and 1 p.m. on Saturday.

(c) Where shifts other than day shifts are worked, the starting and finishing times shall be such as to suit the convenience of the employer's business.

8.—Overtime.

(a) Any worker called upon to work overtime for more than one (1) hour shall be paid an allowance of one shilling and sixpence (1s. 6d.) for each meal.

(b) If a worker is required to work during his recognised meal hour, and the commencement of his meal hour is postponed for more than one half-hour, he or she shall be paid at the rate of double time until he or she gets his or her meal.

(c) Any worker called upon to work for more than eight (8) hours on any day Monday to Friday, inclusive, or four (4) hours on Saturday, or beyond forty-four (44) hours in any one week, shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter.

(d) Work performed on any of the holidays prescribed in clause (9) of this Agreement shall be paid for at the rate of double time, with a minimum payment as for two (2) hours.

9.—Holidays.

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

(b) (i) Except when employed subject to the conditions of subclause (d) of clause 8 (Overtime), no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof.

(ii) On any other public holiday an employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, and the wages for the day may be deducted, but if kept open or work be done, ordinary rates shall apply.

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

holidays given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on holidays on full pay.

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

10.—Shift Work.

When shifts are worked, each shift worker, other than a day shift worker, shall be paid an additional two shillings (2s.) per shift.

11.—Work During the Fruit Season.

During the period between the first of November and the thirty-first of March next ensuing, the starting times mentioned in clause 7 hereof may be suspended in respect of adult workers, and such workers may be required to commence work at such earlier time as may suit the convenience of the employer's business. Where the employer avails himself of an earlier starting time under this clause, each adult worker concerned shall be paid an additional two shillings (2s.) for each day upon which he or she starts work before 7 a.m.

12.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half (½) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

13.—Time and Wages Record.

The employer shall keep or cause to be kept a record containing:—

- (a) the name of each worker to whom this Agreement applies;
- (b) the class of work performed by such worker;
- (c) the hours worked by each worker;
- (d) the amount of wages (and overtime, if any) paid to each worker;
- (e) the ages of junior workers.

Such record shall be open to the inspection of a duly accredited representative of the union.

14.—Board of Reference.

The Court may appoint, for the purpose of the Agreement, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Agreement, the functions of:—

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

An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act, 1912-1935, which, for this purpose, are embodied in this Agreement.

15.—Aged and Infirm Workers.

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

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

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

16.—Wages.

Rates.

	Within a 15-mile radius of the G.P.O., Perth.			Outside a 15-mile radius but within a 30-mile radius of the G.P.O., Perth		
	£	s.	d.	£	s.	d.
(a) Basic wage—						
Adult males ..	4	5	4	4	5	6
Adult females .	2	6	1	2	6	2
				Margin per Week.		
(b) Adult males—				s. d.		
(i) Worker placed in charge of any department of a factory ..				16	0	
(ii) Factory hands				Nil		
(c) Adult females—						
Factory hands				Nil		
				% of Male Basic Wage.		
(d) Junior workers (male)—						
1st six months' experience ..				20		
2nd six months' experience ..				25		
3rd six months' experience ..				30		
4th six months' experience ..				35		
3rd year's experience				40		
4th year's experience				50		
5th year's experience				60		
6th year's experience				70		
7th year's experience				85		
Thereafter adult rates.						
				% of Female Basic Wage.		
(e) Junior workers (female)—						
1st six months' experience ..				40.0		
2nd six months' experience ..				47.5		
3rd six months' experience ..				52.5		
4th six months' experience ..				65.0		
3rd year's experience				75.0		
4th year's experience				82.5		
And thereafter, until attaining the age of 21 years				87.5		

17.—Junior Worker's Certificate.

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

- (1) Name in full.
- (2) Age and date of birth.
- (3) Name of each previous employer and length of service with such employer.
- (4) Class of work performed for each previous employer.

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

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

18.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by

the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

19.—Higher Duties

Any worker who is required to do work for which a higher rate is prescribed in this Agreement shall be paid such higher rate whilst so employed.

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

The Common Seal of the Coastal Food Manufacturers and Wholesale Mixing and Packing Establishments Employees' Industrial Union of Workers was hereunto affixed in the presence of—
Fred. Mann, J. P.

[L.S.]

H. CURRAN,
Secretary.

Signed for and on behalf of Swan Brand Products, Ltd., in the presence of—
C. Newton.

Swan Brand Products,
Ltd.
J. T. TANDY,
Managing Director.

Signed for and on behalf of J. J. O'Heney, in the presence of—
D. Cort.

J. J. O'HENEY.

Signed for and on behalf of Crystal Jam Co., Ltd., in the presence of—
M. McKinnon.

G. R. TAYLOR,
Manager.

Signed for and on behalf of H. Rayner and Sons, in the presence of—
E. G. Rayner.

L. R. RAYNER.

Signed for and on behalf of G. A. McKim, in the presence of—
D. N. McKim.

GEORGE S. McKIM.

Signed for and on behalf of The Trafalgar Preserving Company, Ltd., in the presence of—
J. B. DEVLIN.

The Trafalgar Preserving Company, Limited.
C. JOHNSON,
Chairman of Directors.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 203 of 1940.

In the matter of an Industrial Agreement dated the 19th day of March, 1940, numbered 9 of 1940, made between Alf. Sampson, 36 Burt street, Boulder; W. A. Spoor, 238 Hannan street, Kalgoorlie, and others (hereinafter called "the employers") and the Eastern Goldfields Amalgamated Tailors' and Tailoresses' Society Industrial Union of Workers (hereinafter called "the union"), and in the matter of an application by the union for a declaration that the said Industrial Agreement be made a Common Rule.

UPON hearing Mr. T. McNea for the union, there being no appearance on behalf of any party desiring to be heard in opposition, and upon being satisfied that the requirements of the Act and the regulations made thereunder have been complied with, the Court doth declare that the Industrial Agreement dated the 19th day of March, 1940, and registered No. 9 of 1940, made between the employers and the union, shall have the effect of an Award and be a Common Rule of the industry or industries to which it relates, within an area comprised within a radius of 25 miles from the Post Office, Kalgoorlie.

Dated at Perth this 23rd day of August, 1940.

By the Court,

[L.S.]

(Sgd.) WALTER DWYER,
President.

Western Australia.

THE COMPANIES ACT, 1893.

Notice of Change of Situation of Registered Office and Attorney.

Linden (W.A.) Gold, No Liability.

NOTICE is hereby given that the office or principal place of business in Western Australia of Linden (W.A.) Gold, No Liability, has been changed to and is now situate upon Gold Mining Lease No. 607J, at Linden, via Wilma, and that Horace Edward Annear is now the duly constituted Attorney of the said Company in the said State.

Dated this 26th day of September, 1940.

ERIC E. BURGESS,
Solicitor for the said Company.

THE COMPANIES ACT, 1893.

Caltex (Australia) Oil Development Proprietary, Limited.

NOTICE is hereby given that the Registered Office of Caltex (Australia) Oil Development Proprietary, Limited, is situate at 133 St. George's-terrace, Perth. The hours during which the office of the Company is accessible to the public are as follows:—Upon every week day from 10 a.m. to noon and 2 p.m. to 4 p.m., excepting upon Saturday, when the hours are 10 a.m. to noon.

Dated this 30th day of September, 1940.

MORRIS CRAWCOUR,
Atlas Building, Esplanade, Perth, Solicitor for
Caltex (Australia) Oil Development Pro-
prietary, Limited.

Western Australia.

THE COMPANIES ACT, 1893.

Notice of Change of Registered Office.

C. C. Wakefield & Co., Limited.

NOTICE is hereby given that the Registered Office of C. C. Wakefield & Co., Limited, has been changed and is now situated at 170 Wellington street, Perth.

Dated this 7th day of October, 1940.

J. C. WILKIE,
Attorney.

IN THE MATTER OF THE COMPANIES ACT, 1893.

Mortgage Securities, Limited (in voluntary liquidation).

Notice to Creditors.

THE creditors of the above Company are required, on or before the 18th day of October, 1940, to send their names and addresses, and particulars of their debts and claims, and the name and address of their Solicitors (if any), to Gilbert Henry Carlisle, of West Australian Trustee Buildings, St. George's terrace, Perth, the Liquidator of the said Company, and, if so required by notice in writing from the said Liquidator, are by their Solicitors or otherwise to prove their said debts or claims, at the W.A. Trustee Buildings, St. George's terrace, Perth, the office of the Liquidator, at such time as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved. Monday, the 21st day of October, 1940, at 4 o'clock in the afternoon, at the said office, is appointed for determining as to the allowance of the debts and claims.

Dated this 3rd day of October, 1940, at Perth.

G. H. CARLISLE,
Liquidator.

Carlisle, Wade & Co., Chartered Accountants (Aust.),
W.A. Trustee Buildings, 135 St. George's terrace,
Perth.

In the Supreme Court of Western Australia.

IN THE MATTER OF THE COMPANIES ACT, 1893,
and in the matter of Mortgage Securities,
Limited.

Chairman's Certificate of Special Resolution Passed
at Extraordinary General Meeting of Share-
holders.

AT an extraordinary general meeting of Shareholders of the abovenamed Company, duly convened and held at the Registered Office of the Company, 135 St. George's terrace, Perth, on Thursday, the 3rd of October, 1940, the following special resolution was passed—"That Mortgage Securities, Limited, do now go into liquidation and be wound up voluntarily." It was further resolved—"That Gilbert Henry Carlisle, Chartered Accountant (Aust.), of 135 St. George's terrace, Perth, be and is hereby appointed Liquidator for the purpose of winding-up."

Dated this 3rd day of October, 1940.

(Sgd.) FRANCIS W. LEAKE,
Chairman of the said meeting.

Carlisle, Wade & Company, Chartered Accountants
(Aust.), W.A. Trustee Buildings, 135 St. George's
terrace, Perth.

I, CLARENCE GREGORY McMAHON, of 116 Roseberry street, Maylands, Trustee or a person hereunto authorised by the Association of Radio Technicians (W.A.), do hereby give notice that I am desirous that such Association of Radio Technicians (W.A.) should be incorporated under the provisions of the Associations Incorporation Act, 1895.

(Signed) C. McMAHON,
Secretary.

B.

In the matter of the Associations Incorporation Act,
1895.

Memorial of Association of Radio Technicians (W.A.),
filed in pursuance of the Associations Incorporation
Act, 1895.

1. The Name of the Association shall be "Association of Radio Technicians (W.A.)."

2. The objects of the Association shall be to assist members in regard to technical problems and create a standard of efficiency in order to protect the public against inferior workmanship and to organise and carry out any movement for the benefit of its members.

3. The office of the Association shall be at 116 Roseberry street, Maylands.

4. The Trustees of the Association are Mervyn Lindsay McAuliffe, Clarence Gregory McMahon.

5. The Board of Management, consisting of the President, Vice-President, Treasurer, Secretary and Committee, shall be invested with the power of managing the affairs of the Association.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership heretofore subsisting between Eline Constance Bensted and Charles Frederick Legg, carrying on business as Travelling Motion Picture Show Proprietors, at 16 Mount street, Claremont, under the firm-name of "Modern Cinema Company," has been dissolved by mutual consent as on and from the 30th day of June, 1940; and that all debts due to and owing by the said firm will be received and paid respectively by the said Charles Frederick Legg, who will continue to carry on the said business under the said firm-name as sole partner therein.

Dated the 17th day of September, 1940.

C. LEGG.
E. C. BENSTED.

A. B. Walton, of Federal street, Narrogin, Solicitors
for the abovenamed parties.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hitherto existing between Evan Staples Saw and John Collin Newbery, carrying on the practice of Chartered Accountants, Auditors, Company Managers and Secretaries, Trustees and Liquidators, under the firm name of "Saw, Newbery & Co.," at C.M.L. Buildings, St. George's terrace, Perth, has been dissolved as from the 22nd day of July, 1940; the said Evan Staples Saw will continue to carry on the business on his own account under the same firm-name, at the same address, and he is entitled to receive all moneys owing to the Partnership, and he will discharge all the outstanding debts and liabilities.

Dated the 20th day of September, 1940.

E. S. SAW.
COLLIN NEWBERY.

THE PARTNERSHIP ACT, 1895.

NOTICE is hereby given that the Partnership heretofore subsisting between Fred Fairhead and Louis Alfred Fairhead, carrying on business as Motor Garage and Service Station Proprietors, at Williams, under the style or firm-name of "Fairhead Brothers," has been dissolved by mutual consent as from the 30th day of June, 1940. All debts and liabilities of the late Partnership will be paid by the said Louis Alfred Fairhead, and he will receive all moneys owing to the Partnership.

Dated this 5th day of September, 1940.

FRED FAIRHEAD.
L. A. FAIRHEAD.
Bird & Williams, Solicitors, Narrogin.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Jeffery, late of 494 High street, Fremantle, in the State of Western Australia, Retired Railway Employee, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of John Jeffery, late of 494 High street, Fremantle, in the State of Western Australia, Retired Railway Employee, deceased, are requested to send particulars thereof in writing to the Executor, The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 91 St. George's terrace, Perth, on or before the 11th day of November, 1940, after which date the Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which the Executor shall then have had notice.

Dated this 7th day of October, 1940.

JACKSON, McDONALD, CONNOR & AMBROSE,
of C.M.L. Building, 53 St. George's terrace,
Perth, Proctors for the Executor, The
Perpetual Executors, Trustees, and Agency
Company (W.A.), Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Semple, late of Northam, in the State of Western Australia, Retired Carrier, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of William Semple, late of Northam, in the State of Western Australia, Retired Carrier, deceased, are requested to send particulars of the same in writing to the Executrix of the Will of the said deceased, care of Pearson Lyon & Co., Solicitors, Northam, on or before the 11th day of November, 1940, after which date the Executrix will proceed to distribute the assets of the said deceased amongst the per-

sons entitled thereto, having regard only to the claims and demands of which she shall then have had notice.

Dated this 3rd day of October, 1940.

PEARSON LYON & CO.,
Solicitors for the Executrix,
129 Fitzgerald street, Northam.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of George Henry Rainsford, late of Kalgoorlie, in the State of Western Australia, Auctioneer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed George Henry Rainsford, deceased, are required to send particulars thereof in writing to the Executor, care of Messrs. Vincent & Hartrey, Maritime street, Kalgoorlie, Solicitors, on or before the 11th day of November, 1940, after which date the Executor will proceed to distribute the assets of the deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated this 1st day of October, 1940.

PARKER & PARKER,
Agents for Messrs. Vincent & Hartrey,
Kalgoorlie, Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alma Charlotte Foss, late of Frances street, Carnarvon, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars in writing thereof to the Executors, Herbert William Sharp, Company Manager, and Lewis Beasley, Accountant, both of care of Messieurs Parker & Parker, of 21 Howard street, Perth, in the State of Western Australia, Solicitors, on or before the 11th day of November, 1940, after which date the Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice.

Dated the 2nd day of October, 1940.

PARKER & PARKER,
21 Howard street, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of James Cahir, late of 35 Broome street, Cottesloe, in the State of Western Australia, Retired Commonwealth Civil Servant, deceased (intestate).

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars in writing thereof to the Administrator, The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, on or before the 11th day of November, 1940, after which date the Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 3rd day of October, 1940.

PARKER & PARKER,
21 Howard street, Perth,
Solicitor for the Executor
of the Will of the said deceased.

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 11th day of November, 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 10th day of October, 1940.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation
Lauder, James	1-8-40	3-10-40	formerly of Perth but late of Nedlands	Labourer
Hay, James	8-7-40	„	formerly of Perth but late of Nedlands	Labourer
Tidyman, Henry	10-9-40	„	8 Beaufort street, Perth ...	No occupation
Ugo, Ierich	7-6-40	„	Mount Palmer	Woodcutter
Griffin, John Thomas	16-7-40	„	Norseman	Miner

THE BANKRUPTCY ACT, 1892.

Notice of Dividend.

Debtor's Name.	Address.	Description.	Court.	No.	Amount per £.	First or Final or otherwise.	When payable.	Where payable.
Harold Victor Jones	Residing at 23 Malcolm street, Perth, and carrying on business at Cottesloe	As Jones' Service Station and Garage	Supreme Court of Western Australia	No. 50 of 1927	20s. and Interest	Final ...	11th October, 1940	Official Receiver's Office, Supreme Court, Perth.

Dated this 8th day of October, 1940.

A. H. JOHNSON,
Official Receiver in Bankruptcy,
Supreme Court, Perth.

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