



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 56.]

PERTH : FRIDAY, NOVEMBER 29.

[1940.

Close Season for Opossums.

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.

C.S.D. 780/31.

WHEREAS it is provided by the Game Act, 1912-1913 that the Governor may by Proclamation declare from time to time that any bird or animal indigenous to Western Australia shall be at all times strictly preserved, either generally throughout the State or in any one or more portions thereof: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, in exercise of the power aforesaid, do hereby declare that the opossum shall be at all times strictly preserved generally throughout the State from the 1st day of January, 1941, until the 31st day of December, 1941.

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

By His Excellency's Command,

J. WILLCOCK,
Premier.

GOD SAVE THE KING ! ! !

Bank Holiday at Busselton.

PROCLAMATION

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

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Lieutenant-Governor of the said State, do by this my Proclamation appoint Friday, the 13th day of De-

ember, 1940, a special day to be observed as a Bank Holiday in the Town of Busselton.

Given under my hand and the Public Seal of the said State, at Perth, this 19th day of November, 1940.

By His Excellency's Command,

W. H. KITSON,
Chief Secretary.

GOD SAVE THE KING ! ! !

The Health Act, 1911-1937.

Infectious Diseases.

PROCLAMATION

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

WHEREAS by Order in Council dated the 10th day of October, 1940, His Excellency the Lieutenant-Governor of Western Australia, by and with the advice and consent of the Executive Council, did declare the infectious disease Measles (*Morbilli*) to be an infectious disease, within the provisions of section 3 of the Health Act: And whereas, under section 6 of the said Act, His Excellency the Lieutenant-Governor may by Proclamation suspend the operation of any of the provisions of this Act in any district or part thereof for any period: Now, therefore I, James Mitchell, the Lieutenant-Governor of Western Australia, by and with the consent of the Executive Council, doth hereby suspend the operation of the Order in Council above referred to in all that portion of the State, other than the area commonly known as the Metropolitan Area and comprising the Health Districts set out hereunder:—Armadale-Kelmscott, Bassendean, Bayswater, Belmont Park, Canning, Claremont, Cottesloe, Fremantle, East Fremantle, North Fremantle, Fremantle Road Board, Gosnells, Guildford, Melville, Midland Junction, Mosman Park, Nedlands,

Peppermint Grove, Perth, Perth Road Board, South Perth, Subiaco, Swan Road Board, Mundaring, Darling Range.

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

By His Excellency's Command,

A. H. PANTON,
Minister for Public Health.

GOD SAVE THE KING !!!

The Fisheries Act, 1905-38.

PROCLAMATION

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

IN pursuance of the provisions of section 9 of the Fisheries Act, 1905-38, I, the Lieutenant-Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in those portions of Western Australian waters specified in Schedule A, B, and C hereto, for a term of three (3) years from 1st December, 1940, inclusive: In pursuance of the provisions of the said section I further prohibit all persons from taking any fish whatsoever by means of fishing nets in that portion of Western Australian waters specified in Schedule "D" hereto during the periods commencing at 8 o'clock in the forenoon of Friday of each week and ending at 8 o'clock in the forenoon of the Monday next succeeding, for a term of three (3) years from 1st December, 1940, inclusive: and in pursuance of the provisions of section 8 of the said Act I prohibit (a) the taking of all species of marine fish by means of nets known as "pilehard-nets" and "whiting-nets," as defined by Proclamation dated 24th October, 1940 (published in the *Government Gazette* of 1st November, 1940) during the periods commencing on 1st December, 1940; 1st October, 1941; 1st October, 1942, and 1st October, 1943, and ending on 31st March, 1941; 31st March, 1942; 31st March, 1943, and 30th November, 1943, respectively, in those portions of Western Australian waters specified in Schedule "E" hereto; and (b) the taking of all species of marine fish by means of nets known as "garfish-nets," as defined by Proclamation dated 24th October, 1940 (published in *Government Gazette* of 1st November, 1940), during the periods commencing on 1st December 1940; 1st August, 1941; 1st August, 1942, and 1st August, 1943, and ending on 31st March, 1941; 31st March, 1942; 31st March, 1943, and 30th November, 1943, respectively, in the whole of that portion of Western Australian waters known as Koombana Bay, and during the periods commencing on 1st December, 1940; 1st January, 1941; 1st January, 1942, and 1st January, 1943, and ending on 31st December, 1940; 30th December, 1941; 30th December, 1942, and 30th November, 1943, respectively, in that portion of Western Australian waters specified in Schedule "D" hereto. The Proclamation dated 29th March, 1939 (published in the *Government Gazette* of 31st March, 1939), relating to the closure of Leschenault Inlet against the use of fishing nets, is hereby revoked. The Proclamation dated 14th December, 1937 (published in the *Government Gazette* of 17th December, 1937), as amended from time to time thereafter, is hereby further amended by deleting the paragraph numbered (8) from the Schedule thereto.

Schedule A.

The whole of the waters of the entrance to Leschenault Inlet and of the said Leschenault Inlet (including all tributaries) lying between a line drawn south from Bar Point and a line drawn from Turkey Point to the northernmost end of the marked channel near the said Turkey Point, and thence to the north-eastern corner of Leschenault Lot 1.

Schedule B.

The whole of the waters of the Collie River and of its tributaries and all that part of Leschenault Inlet lying within a radius of one-half mile of the northernmost extremity of Bar Island.

Schedule C.

The whole of the waters along the coast known as "Hungry Hollow," being those waters lying between the westerly extensions of Clifton street and Bridge road, in the municipality of Bunbury, and within a distance measured rectangulary from the foreshore of one-half mile.

Schedule D.

The whole of the waters of Leschenault Inlet lying to the north of a line drawn from Turkey Point to the northernmost end of the marked channel near the said Turkey Point, and thence to the north-eastern corner of Leschenault Lot 1.

Schedule E.

The whole of the waters of Koombana Bay and of Leschenault Inlet lying to the north of a line drawn from Turkey Point to the northernmost end of the marked channel near the said Turkey Point, and thence to the north-eastern corner of Leschenault Lot 1.

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

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING !!!

The Fisheries Act, 1905-1938.

PROCLAMATION

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

IN pursuance of the provisions of section 19 of the Fisheries Act, 1905-1938, I, the Lieutenant-Governor of the State of Western Australia, do hereby declare that, when used or intended to be used in the waters of Greenough River, nets having meshes of two-and-a-half inches throughout shall be lawful nets.

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

By His Excellency's Command,

A. COVERLEY,
Minister for North-West.

GOD SAVE THE KING !!!

The Fisheries Act, 1905-1938.

PROCLAMATION

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

WHEREAS by section 8 of the Fisheries Act, 1905-1938, it is provided that the Governor may by Proclamation prohibit (*inter alia*) all persons from (a) Taking fish of any specified species by any specified means of capture, in any specified portion of Western Australian waters, during any specified time, in any specified year, or during a specified portion of any year: And whereas the "prawn" is a prescribed species of fish within the meaning of this provision: And whereas, by section 17 of the same Act, the Governor may by Proclamation declare what length and depth of net and size of mesh for the whole or any part of a fishing net shall, when used or intended to be used in any specified water or waters, or for catching any specified kind or kinds of fish, be a lawful net: Now, therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power enabling me in this behalf, proclaim and declare as follows:— That those portions of Western Australian waters defined in the Schedule shall be closed against the taking of "prawns" by means of any net other than a hand-scoop net (such net not to exceed a total length of nine feet upon either the cork line or lead line), from the 1st day of January, 1941, until the 31st day of December, 1941, inclusive: And, further,

that any net which does not exceed 25 fathoms in length and has a mesh throughout the whole of the net of not less than one-half inch measured from knot to knot on the inside of the mesh when wetted ready for use and stretched so that the opposite knots on the alternate corners are in contact shall be a lawful net when used or intended to be used for the capture of "prawns" in any Western Australian waters, except those portions defined in the Schedule hereto.

Schedule.

That portion of the Swan River extending in a westerly and southerly direction downwards to its entrance at Fremantle from a line drawn from the Point Walter Jetty (Walter Point) to Point Resolution, and the Swan River and its tributaries extending upwards in a northerly and north-easterly direction to its head from the Narrows at Mill Point.

That portion of the Canning River and its tributaries upwards to its head from the Lower Canning Bridge.

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

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-38.

PROCLAMATION

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

IN pursuance of the provision of section 19 of the Fisheries Act, 1905-38, I, the Lieutenant-Governor of the State of Western Australia, do hereby declare that, when used or intended to be used in the waters of that part of Champion Bay (Geraldton) lying south of a straight line drawn from the outermost end of the railway jetty to the outermost end of the breakwater, nets having meshes of two-and-a-half inches throughout shall be lawful nets.

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

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING ! ! !

The Fisheries Act, 1905-38.

PROCLAMATION

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

WHEREAS by section 8 of the Fisheries Act, 1905-38, it is provided that the Governor may by Proclamation prohibit all persons from (a) taking fish of any specified species by any specified means of capture; (b) taking any fish whatsoever by any specified means of capture; (c) taking any fish whatsoever by any means of capture whatsoever, in any specified portion of Western Australian waters, during any specified time, in any specified year or during a specified portion of every year: And whereas the "Crayfish" is a prescribed species of fish within the meaning of the hereinbefore recited provisions: Now, therefore I, the said Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby, in exercise of the powers aforesaid and of every other power enabling me in this behalf, proclaim and declare as follows:—That all those portions of Western Australian waters defined in the Schedule hereto shall be closed against the taking of "Crayfish" by means of pots or "cribs," hoop nets, or meshing nets, from the 1st day of January, 1941, until the 31st day of December, 1941.

Locality Schedule.

- (a) The whole of the waters of Rottneest Island within a radius of half-a-mile from the line of foreshore.
- (b) The waters of the Swan River and its tributaries.
- (c) The waters of Koombana Bay (Bunbury).

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

By His Excellency's Command,

A. COVERLEY,
Minister for North-West.

GOD SAVE THE KING ! ! !

The Native Administration Act, 1905-1936.

Prohibited Area, Freney Oil Bore Lease.

PROCLAMATION

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

WHEREAS by section 42 of the Native Administration Act, 1905-1936, the Governor may by Proclamation, whenever in the interests of the natives he thinks fit, declare any municipal district or town, or any other place, to be an area in which it shall be unlawful for natives not in lawful employment to be or remain: Now, therefore I, the said Lieutenant-Governor, by and with the advice of the Executive Council, do hereby declare the Freney Oil Bore Lease, more particularly described in the Schedule hereto, to be an area in which it shall be unlawful for natives not in lawful employment to be or remain.

Schedule.

All that area bounded by lines starting from a point situate 333 chains 75 links west and 64 chains 87 links north from the trigonometrical station on the summit of Mount Abbott, and extending 167deg. 0min. 1,200 chains; thence 257deg. 0min. 1,200 chains; thence 347deg. 0min. 1,200 chains, and thence 77deg. 0min. 1,200 chains to the starting point.

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

By His Excellency's Command,

A. COVERLEY,
Minister for the North-West.

GOD SAVE THE KING ! ! !

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

The Pearling Act, 1912-35.

ORDER IN COUNCIL.

WHEREAS by section 45 of the Pearling Act, 1912-35, it is made lawful for the Governor to close any portion of a pearl-shell area and to prohibit the gathering, collection, or removal of any pearls or pearl-shell within or from the portion so closed, for a specific period: And whereas it is deemed expedient that the whole of that portion of the Shark Bay Pearl-Shell Area known as the South Passage Section, other than those portions held under Exclusive License, shall be closed and that the gathering, collection, or removal of pearls or pearl-shells within or from that portion so closed shall be prohibited: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, hereby directs that the abovementioned portion of the said Pearl-Shell Area shall be closed, and that the gathering, collection, or removal of pearls or pearl-shells within or from the portion so closed shall be prohibited for a period of twelve (12) months from the fourteenth day of December, one thousand nine hundred and forty.

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

Land Drainage Act, 1925.
Collie River Drainage District.

ORDER IN COUNCIL.

P.W.W.S. 801/31.

WHEREAS by the Land Drainage Act, 1925, it is provided that the Governor may by Order in Council extend any Drainage District by the addition thereto of other land: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice of the Executive Council, doth hereby extend the Collie River Drainage District by the addition thereto of the lands as described in the Schedule hereto and more particularly delineated on Plan P.W.D.W.A., 29300.

L. E. SHAPCOTT,
Clerk of the Council.

Schedule.

Commencing at the junction of the Main Irrigation Supply Channel and the North and South Irrigation Supply Channels, proceeding downstream in a general westerly direction along the right bank of the South Supply Channel through Lots 83, 82, 80, 79, 78, 76, 75 and 73 of Wellington Location 9, and across Road No. 5004; thence in a general north-westerly direction along the eastern boundary of Road No. 5004 and across Road No. 5005 to a point on the southern boundary of the South-Western Railway reserve opposite the western corner of Lot 25 of Wellington Location 9; thence in a general south-westerly direction along said Railway reserve boundary to the bed of Henty Brook; thence north-westerly along the left bank of said Brook, across the Railway reserve and Road No. 1150, through Lots 15 and 14 of Leschenault Location 9, through Leschenault Locations 9 and 3 to its junction with the left bank of the Collie River; thence continuing in a general easterly direction along said bank of the Collie River to the western boundary of Lot 7 of Leschenault Location 9; thence across the Collie River and continuing in a north-easterly direction through part Wellington Location 4 to a point on the southern boundary of Road No. 153 approximately 32 chains west of the western boundary of the South-Western Railway reserve; thence in a general easterly direction along said road boundary, across Road No. 1150 and the Railway reserve, continuing to the intersection of said road boundary with the left bank of the North Supply Channel; thence in a general south-easterly direction along the left bank of said North Irrigation Supply Channel to its junction with the South and the Main Irrigation Supply Channels at the point of commencement. All as indicated in red on Plan P.W.D.W.A. 29300.

Public Works Act, 1902-1933.

Hopetoun Railway Quarters.

Sale of Land no longer required for the above.

ORDER IN COUNCIL.

P.W. 600/40; Ex. Co. No. 2269.

WHEREAS by section 29 of the Public Works Act, 1902-1933, it is made lawful for the Governor to cause to be sold by private contract any land held for a public work but no longer required for such public work: Now, therefore, His Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council and in exercise of the power conferred by the recited section aforesaid, doth hereby authorise the sale by private contract of Hopetoun Lots 54 and 55 (Reserve 20645), comprising 2 roods, such land not being now required for the purpose for which it is held, namely Railways (Officials' Quarters).

L. E. SHAPCOTT,
Clerk of the Council.

Road Districts Act, 1919-1939.

Coolgardie Road District.

ORDER IN COUNCIL.

P.W. 1706/26.

HIS Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, and in exercise of the power conferred by section 211 of the Road Districts Act, 1919-1939, doth hereby extend the provisions set out in the Second Schedule to the said Act to all townsites within the Coolgardie Road District.

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

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

ORDER IN COUNCIL.

M.W.S. 346/37.

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

Metropolitan Water Supply Improvement.—Swan Road District, Midland Junction Municipality and Mundaring Road District:—Water mains, electrical transmission line, and pumping stations between Guildford and Mundaring Weir, as shown in red on Plan M.W.S.S. & D.D., W.A. No. 6528.

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

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

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

ORDER IN COUNCIL.

M.W.S. 409/40.

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

Metropolitan Sewerage—Ventilation Stack for Main Gravitation Sewer, East Perth:—A masonry stack, 120 feet high, to be raised ultimately to 200 feet high, with fan house attached, complete with connecting pipe to the main sewer, fans, motors, and all other apparatus connected therewith, as shown bordered blue on Plan M.W.S.S. and D.D., W.A. No. 6527.

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

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

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

ORDER IN COUNCIL.

M.W.S. 1121/34.

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

Metropolitan Water Supply Improvement—Belmont Park Road District, Swan Road District, and Guildford Municipality:—Proposed water main from Belmont to Guildford, complete with valves and all necessary apparatus, as shown in red on Plan M.W.S.S. & D.D., W.A. No. 6525.

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

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

Water Boards Act, 1904-1937.
No. 1 Barbalin Water Area.

ORDER IN COUNCIL.

WHEREAS by section 40 of the Water Boards Act, 1904-1937, it is enacted that, subject to the provisions of the said Act, a Water Board shall have power to construct waterworks for the purposes of the said Act, and by section 52 the Minister charged with the administration of the said Act may exercise all or any of the powers conferred by the said Act on a Water Board in and for the construction of works in any Water Area: And whereas it is provided by section 41 of the said Act (as amended by the Water Boards Act Amendment Act, 1937) that the Governor may exempt reticulation works from the operation of certain sections of the said Act: Now, therefore, His Excellency the Lieutenant-Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by the said Act, and of all other powers in this behalf enabling him, doth hereby exempt from the operation of sections 41, 42, 43, 44, and 45 of the Water Boards Act, 1904-1937, all reticulation works within the description hereinafter mentioned, which the Minister for Water Supply, Sewerage and Drainage, under section 52 of the said Act and the Water Supply, Sewerage, and Drainage Act, 1912, may from time to time find it necessary to carry out.

Description referred to:—Reticulation work, including construction, laying down, extension or alteration of water mains, not exceeding eight and one-eighth inches in diameter, within the above Water Area.

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

Workers' Compensation Act, 1912-1939.

ORDER IN COUNCIL.

WHEREAS it is enacted by section 10 of the Workers' Compensation Act, 1912-1939, that it shall be obligatory for every employer to obtain from an incorporated insurance office approved by the Minister a policy of insurance for the full amount of the liability to pay compensation under the said Act to all workers employed by him, but that if an employer proves to the satisfaction of the Minister that such employer has established a fund for insurance against such liability and has deposited at the Treasury securities charged with all payments to become due under such liability the Governor may by Order in Council exempt such employer from the operation of the said section 10: And whereas the Vacuum Oil Co. Pty., Ltd., being an employer within the meaning of the said Act and having made application in accordance with the regulations made under the said Act for exemption from the operation of section 10 of the said Act for the period of twelve months ending on the 30th day of June, 1941, has proved to the satisfaction of the Minister that it has established a fund for insurance for the full amount of its liability as employer to pay compensation under the said Act to all workers employed by it, and has deposited at the Treasury securities, to wit, a bond for the sum of five thousand pounds, given by the Commonwealth Bank of Australia, charged with all payments by the said Company to become due under its liability aforesaid: Now, therefore, His Excellency the Lieutenant-Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred upon him by the said Act, doth hereby exempt the said Vacuum Oil Co. Pty., Ltd., from the operation of section 10 of the Workers' Compensation Act, 1912-1939, for the period of twelve months ending on the 30th day of June, 1941.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 29th November, 1940.

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

William Christie, Esquire, of Perth, and 35 Heytesbury road, Subiaco, as a Justice of the Peace for the State of Western Australia;

William Schofield, Esquire, of Perth and Peppermint Grove, as a Justice of the Peace for the Perth Magisterial District in lieu of the Fremantle Magisterial District;

Phillip Sydney Cullingworth, Esquire, of Yakabindie Station, Mt. Sir Samuel, Leonora, as a Justice of the Peace for the Clifton Magisterial District.

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

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

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

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

Granted under Section 11.

(Writing down or suspension of Debts.)

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

Thompson, Frederick Samuel, Kellerberrin, 20th November, 1940; Wilson, Archie Frew, Dumbleyung, 21st November, 1940.

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

H. E. SMITH,
Deputy Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that adjustment of debts under section 11 of the Act of the following farmers has been finalised and the Stay Orders have lapsed as from the date specified:—Symes, John Chesterman and Hazel Adelaide, Holleton via Narembeen; Flavel, Roland, Ogilvie; Erhardt, Matthew, Dowerin; Cox, George and Giltrow, Cyril, Naraling; Bickell, Thomas Kinsman, Yandanooka; Badger, Norman Clyde, Pingrup; Foster, Robert Arnold, Ongerup; 27th November, 1940.

27/11/40.
H. E. SMITH,
Deputy Director.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

NOTICE is hereby given that the following Stay Order has lapsed under section 5:—Flavel, Roland, Ogilvie, 27th November, 1940.

27/11/40
H. E. SMITH,
Deputy Director.

THE AUDIT ACT, 1904.

The Treasury,
Perth, 26th November, 1940

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

Receivers of Revenue:

Treasury No. 616/40:—Mr. J. L. O'Neill for the State Labour Bureau for a period of two weeks from the 2nd December, 1940;

Treasury No. 1/40:—F. G. Hann, Bridgetown; G. Read, Collie; P. C. Odgers, Collie, 20/11/40 to 5/12/40; appointments cancelled—G. Read, Bridgetown; H. B. Thomson, Collie, for the Public Works Department.

A. J. REID,
Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable
Treasury	Clerk	Class 10, £279—£288	1940. 30th November
Public Works	Inspector, Architectural Division*	Class 7, £342—£366	do.
Crown Law	Draftswoman, Land Titles Office (Item 1547) ...	£170—£200	do.
Mines	Mineralogist and Chemist (Item No. 543)	Class 4, £462—£486	7th December
Education	Organiser and Inspector of Manual Training*¶	Classes 2-3. £510—£630§	14th December
Metropolitan Water Supply ...	Clerk (Item No. 1253)	Class 10, £279—£288	do.

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

§ Limit fixed (£582) under Clause 8 of Professional Agreement.

¶ Applicants should furnish evidence of their ability to organise and supervise all forms of Manual Training and Craft work.

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

GEO. W. SIMPSON
Public Service Commissioner.

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

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

Ex. Co. 2310; P.S.C. 4/40:—Neville Saunders, under section 29 of the Public Service Act, to be Veterinary Surgeon, Department of Agriculture, as from 23rd April, 1940;

Ex. Co. 2172; P.S.C. 773/40:—A. W. Doust, Inspector, Department of Employment, to be Market Inspector, Department of Agriculture, as from 25th November, 1940;

Ex. Co. 2310:—J. A. Campbell, Junior Clerk, Native Affairs Branch, North-West Department, to be Clerk as from 6th November, 1940.

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 28th November, 1940.

LOCAL COURTS ACT, 1904-1931.

IT is hereby notified, for public information, that the Hon. Minister for Justice has, under powers conferred on him by section 10 of the Local Courts Act, 1904-1931, appointed the days shown hereunder, to come into operation as from the 1st January, 1941, as the times for the sittings of the Local Courts shown, in lieu of the days previously appointed:—

Boulder Local Court—Tuesday following first Monday and Tuesday following third Monday in each month.

Coolgardie Local Court—Tuesday following fourth Monday in each month.

Laverton Local Court—Thursday following first Monday in each month.

Leonora Local Court—Friday following first Monday in each month.

Norseman Local Court—Wednesday following fourth Monday in each month.

Southern Cross Local Court—Thursday following second Monday in each month.

SUPREME COURT ACT, 1935.

Supreme Court Rules.

THE following amendment of the Supreme Court Rules is published for general information:—

The Honourable Sir John Alfred Northmore, K.C.M.G., Chief Justice of Western Australia, The Honourable John Patrick Dwyer, and The Honourable Albert Asher Wolff, Puisne Judges of the Supreme Court of Western Australia, do hereby, in pursuance of the powers contained in section 167 of the Supreme Court Act, 1935, and in accordance with subsection (2) of section 46 of the said Act, amend Order LXIII. of

the Supreme Court Rules of 1909 in the manner hereinafter mentioned, and declare that such amendment shall come into operation one month after publication thereof in the *Government Gazette*:—

ORDER LXIII.

A further rule is added to Order LXIII. after Rule 13, to stand as Rule 14, as follows:—

14. The sittings of the Supreme Court in the Eastern Goldfields Circuit District shall be four in every year; they shall commence on the Wednesday following the third Monday in the months of March, June, September, and November respectively, and shall be held in Kalgoorlie.

Dated this 20th day of November, 1940.

J. A. NORTHMORE,
Chief Justice.

J. P. DWYER,
Puisne Judge.

A. A. WOLFF,
Puisne Judge.

DECLARATIONS AND ATTESTATIONS ACT, 1913.
THE Hon. Minister for Justice has appointed Leslie Norman Clements, Esquire, of Cue; Matthew James Carlisle Gillespie, Esquire, of South Perth; Dr. Eccles Norman Nash, of Dwellingup, and Douglas Melliar Phelps, Esquire, of Midland Junction, as Commissioners for Declarations under the Declarations and Attestations Act, 1913.

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

APPOINTMENTS AND PROMOTIONS.

Chief Secretary's Department,
Perth, 21st November, 1940.

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

C.S.D. 325/29; Ex. Co. No. 2273:—Dr. Kasner Moss, E. W. Gillett, and Mrs. A. Casson, to be the Board of Visitors for the Heathcote Reception Home, for a period of three years from the 1st December, 1940;

and to approve of the promotion of the following:—

C.S.D. 475/39; Ex. Co. No. 2278:—Temporary Warder Stephen Dalton to the rank of Probationary Warder, commencing on the 1st November, 1940.

C.S.D. 223/39; Ex. Co. No. 2279:—Temporary Warder Herbert James Chitty to the rank of Probationary Warder, commencing on the 1st November, 1940.

F. J. HUELIN,
Under Secretary.

THE HEALTH ACT, 1911-1937.

Department of Public Health,
Perth, 21st November, 1940.

P.H.D. 746/25.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 118, of the Mount Magnet District Road Board, being a local health authority, setting apart five (5) acres of the Commonage, Location 17329, at Boogardie, as a site for the deposit and disposal of house refuse and rubbish.

EVERITT ATKINSON,
Commissioner of Public Health.

HEALTH ACT, 1911-37.

THE following appointment made by the undermentioned local health authority is hereby approved:—

Rockingham District Road Board:—George Earleton Black to be Health Inspector as from the 12th November, 1940.

EVERITT ATKINSON,
Commissioner of Public Health.

NATIVE ADMINISTRATION ACT, 1905-1936.

Department of Native Affairs,
Native Affairs 360/40. Perth, 25th November, 1940.

PURSUANT to the provisions of section 7 of the Native Administration Act, 1905-1936, the Honourable the Minister for the North-West has approved of the appointment of Dr. John Michael Tighe as a Protector of Natives for the Onslow District.

F. I. BRAY,
Commissioner of Native Affairs.

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:—

SOUTHERN CROSS.

11th December, 1940, at 3 p.m., at the District Lands Office—

Southern Cross—Town 76, 1r., £37 10s.
Westonia—Town 102, 39.9p., £15.

BUSSELTON.

11th December, 1940, at 3 p.m., at the Court House—

†Cowaramup—*47, 48, 4a. 0r. 29p. each, £16 each.

OUE.

11th December, 1940, at 2 p.m., at the Mining Registrar's Office—

†Reedy—Town 142, 264 to 267 incl., 1r. each, £12 10s. each; 174, 39.1p., £12 10s.

MERREDIN.

11th December, 1940, at 4 p.m., at the Court House—

†Merredin—Town §127, 1r., £60; 221, 1r., £30.

ALBANY.

12th December, 1940, at 2.30 p.m., at the Court House—

†Mount Barker—*331, 4a. 1r. 34p., £15.

NARROGIN.

12th December, 1940, at noon, at the District Lands Office—

†Narrogin—Town 1070, 1r. 9p., £20; 1071, 1r. 9p., £25; 1072, 1r. 9p., £30; *245, 2a. 1r. 20p., £55; 258, 2a. 0r. 29p., £70.
†Darkan—*135, 3a. 2r. 28p., £12 10s.
†Popanyinning—*133, 22a. 1r. 30p., £22.

NORTHAM.

12th December, 1940, at 11.30 a.m., at the District Lands Office—

†Baker's Hill—*251, 5a., £10.

PERTH.

13th December, 1940, at 11 a.m., at the Department of Lands and Surveys—

†Bickley—Town 45, 2r. 28.8p., £30.
†Rockingham—Town 328, 36p., £12.

KALGOORLIE.

17th December, 1940, at 2 p.m., at the District Lands Office—

†Kalgoorlie—Town (Elizabeth street) 1892, 1r. 6p., £12 10s.; 1893, 1r. 5p., £12 10s.; 1894, 1r. 4p., £12 10s.; 1895, 1r. 5p., £15.
†Boulder—Town (Clancy street) R229 and R230, 1r. each, £10 each; (Dart street) 763, 764, 766, 1r. each, £10 each.
†Brown Hill—Town 70, 36p., £12 10s.

MOUNT MAGNET.

18th December, 1940, at 2 p.m., at the Mining Registrar's Office—

†Boogardie—Town 18, 1r., £10.

COOLGARDIE.

20th December, 1940, at 11 a.m., at the Mining Registrar's Office—

†Coolgardie—Town (Forrest street) 1235, 1r., £12 10s.

DENMARK.

20th December, 1940, at 4 p.m., at the Agricultural Bank—

†Denmark—Town 20, 21.3p., £60.

*Suburban for cultivation.

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

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

§Subject to payment for improvements.

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

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

G. L. NEEDHAM,
Under Secretary for Lands.

FORFEITURES.

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

Name, Lease No., District, Reason, Corres. No., Plan.
Biddle, C. I.; 55/1621; Yilgarn 585; £129 7s. 9d.; 2448/29; 36/80, B and C1.
Biddle, C. I.; 74/746; Yilgarn 1311; abandoned; 3016/29; 36/80, B & C1.
Devereux, J. J.; 3117/2369; Rockingham 267; £2 8s. 0d.; 1601/36; Rockingham.
Galloway, William; 12156/68; Plantagenet 3920; £311 14s. 3d.; 8621/19; 446/80, C2.
Lane, Denis; 40297/55; Yilgarn 250; £166 14s. 6d.; 4527/23; 35/80.
McNaught, T. H.; 16743/68; Victoria 4344; £36 6s. 10d.; 2754/23; 160/80, C2.
McNaught, T. H.; 23454/74; Victoria 7962; abandoned; 2755/23; 160/80, C2.
Morrell, H. M.; 338/944; Youanmi 86; abandoned; 605/35; Youanmi.
Muller, G. P.; 38779/55; Ninghan 846; £63 18s. 11d.; 5536/21; 64/80, F1.
Muller, G. P.; 16033/68; Ninghan 845; £117 1s. 7d.; 4870/21; 64/80, F1.
O'Brien, E. S.; 8770/51; Pingelly 549; £0 10s. 0d.; 2819/32; Pingelly.
Simpson, F. V.; 3127/448; Wongoondy Estate 7; £92 10s. 11d.; 56/36; 127/80, E2.
Simpson, F. V.; 347/1129; Victoria 8853; abandoned; 1599/36; 127/80, F2.
The Westralian Farmers, Ltd.; 5992/153; Lake Brown 13; abandoned; 2100/26; Lake Brown.
Watson, R. J.; 347/582; Melbourne 3270; £3 12s. 6d.; 1089/34; 32/80, B2.
Wilkins, John; 68/1776; Avon 7877; £14 9s. 4d.; 1094/29; 26C/40, E3.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,
Corr. No. 3770/40. Perth, 27th November, 1940.

IT is hereby notified, for general information, that the under-mentioned Road Boards have appointed the following persons as Bush Fire Control Officers in their respective Road Districts:—

Denmark Road Board:—Messrs. W. E. Bayley, B. Burnside, G. Ebbett, H. J. Kingston, A. J. C. Mackness, D. G. L. Morgan, A. J. Nabbs, S. W. Robinson, L. Tanner, Alfred Tindale, and L. S. Wrightson.

Greenough Road Board:—Arnold Walter Armstrong vice James Vernon Connolly.

Alteration of Prohibited Period.

Corr. No. 3683/40.

IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to alter the dates of the prohibited period in the Murray Road District from 15th December, 1940, to 15th March, 1941; to 1st December, 1940, to 15th March, 1941, both inclusive.

Corr. No. 165/40.

IT is hereby notified for general information that the Elleker, Lower Kalgan, Napier, Bornholm, and Torbay Bush Fire Brigades were duly registered as Bush Fire Brigades on the 22nd day of November, 1940, in accordance with the provisions of the above Act, and His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the by-laws of the Albany Road Board, as published on pages 681 and 682 of the *Government Gazette* dated May the 3rd, 1940, for the establishment, maintenance, and equipment of the said Bush Fire Brigade.

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR LEASING LAND BETWEEN
GAALGUGUP CREEK AND THE KALGAN
RIVER.

PERTH LAND AGENCY.

Grazing Purposes.

Section 116 of the Land Act, 1933-1939.

Department of Lands and Surveys,
Corr. 3885/40. Perth, 20th November, 1940.

TENDERS for the leasing of the land described in the Schedule hereunder (situated between Gaalgugup Creek and the Kalgan River), containing about 2,700 acres, are invited.

The above land will be available for leasing under section 116 of the Land Act, 1933-1939, for a term of one year, renewable at the will of the Hon. the Minister for Lands and terminable at three months' notice, rent being apportioned accordingly, and no compensation being payable for improvements effected at the expiration of the lease or the sooner determination thereof. Subject to the condition that the public shall have free access over existing tracks.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of three pounds), indorsed "Tender for Land between Gaalgugup Creek and the Kalgan River, shown on Public Plan 445/80 D4," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, 4th December, 1940.

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

The highest or any tender will not necessarily be accepted. (Plan 445/80 D4.)

G. L. NEEDHAM,
Under Secretary for Lands.

Schedule.

The area bounded on the north by Plantagenet Locations 4557, 4873, 4000, and 4036, on the eastward by a line extending southward from the south-east corner of the last-mentioned location to the north-east corner of Location 4583, on the south by Locations 4583, 4552, 1954, and 5069, on the west by Location 4025 and a line extending northward from the north-east corner of Location 4025 aforesaid to the southernmost south-west corner of Location 4557 aforesaid.

TENDERS FOR LEASING LAND NEAR MOATES
LAGOON.

PERTH LAND AGENCY.

Grazing Purposes.

Section 116 of the Land Act, 1933-1939.

Department of Lands and Surveys,
Corr. 3909/40. Perth, 20th November, 1940.

TENDERS for the leasing of the land described in the Schedule hereunder (situated near Moates Lagoon), containing about 3,000 acres, are invited.

The above land will be available for leasing under section 116 of the Land Act, 1933-1939, for a term of one year, renewable at the will of the Hon. the Minister for Lands and terminable at three months' notice, rent being apportioned accordingly, and no compensation being payable for improvements effected at the expiration of the lease or the sooner determination thereof. Subject to the conditions that the general public shall have—(a) free access to and along all existing tracks, pipe lines, roads, and telegraph line, and—(b) uninterrupted access to and use of Moates Lagoon for water, hunting, and camping.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of three pounds), indorsed "Tender for Land near Moates Lagoon, shown on Public Plan 451/80 E and F4, and addressed, "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, 4th December, 1940.

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

The highest or any tender will not necessarily be accepted. (Plan 451/80, E & F4.)

G. L. NEEDHAM,
Under Secretary for Lands.

Schedule.

The area bounded on the south by Moates Lagoon and Plantagenet Location 4733, on the west by a line in production north of the west boundary of the said location, on the north by an east and west line situate about 230 chains north from and parallel to the north boundary of said Location 4733, on the east by Reserve 13802 and Location 3777.

TENDERS FOR LEASING LAND ADJOINING
MEELON SIDING.

PERTH LAND AGENCY.

Grazing Purposes.

Section 32 of the Land Act, 1933-1939.

Department of Lands and Surveys,
Corr. 5236/98. Perth, 20th November, 1940.

TENDERS for the leasing of the land comprised within the area described in the Schedule hereunder (situated at Meelon Siding), containing about 135 acres, are invited.

The above land will be available for leasing under section 32 of the Land Act, 1933-1939, for a term of ten years, subject to the following conditions:—

1. The Crown retains the right of entry to all existing and proposed drains, free of compensation, for the purpose of drainage or to control water, if considered necessary;
2. Lessee shall safeguard all existing or new drains from any damage likely to arise from any improvements effected by him or his agents, or to be caused by cattle or stock running upon the leased area;
3. The Minister may terminate the lease within one month after service of notice, if lessee or his agents fails to effect any repairs to drains for which the lessee is responsible.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of five pounds per annum), indorsed "Tender for Leasing portion of Reserve 5829 and portion of Murray Location 670, shown on Public Plan 380D/40, C4," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, 11th December, 1940.

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

The highest or any tender will not necessarily be accepted. (Plan 380D/40, C4.)

G. L. NEEDHAM,
Under Secretary for Lands.

Schedule.

That portion of Reserve 5829 and Murray Location 670 (temporarily reserved) situate north-eastward of the Pinjarra-Marrinup Railway Reserve.

TENDERS FOR LEASING VICTORIA LOCATION 9371.

PERTH LAND AGENCY.

Grazing Purposes.

Section 116 of the Land Act, 1933-1939.

Department of Lands and Surveys,
Corr. 1692/39. Perth, 27th November, 1940.

TENDERS for the leasing of the land comprised within Victoria Location 9371 (situated about 20 miles north of Mullewa), containing 2,974 acres 2 roods 18 perches, are invited.

The above location will be available for leasing under section 116 of the Land Act, 1933-1939 for a term of five (5) years.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of Five pounds per annum), indorsed "Tender for Victoria Location 9371, shown on Public Plan 161/80, C2 & 3," and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday 18th December, 1940.

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

The highest or any tender will not necessarily be accepted. (Plan 161/80, C2 and 3.)

G. L. NEEDHAM,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

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

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

WEDNESDAY, 11th DECEMBER, 1940.

PERTH LAND AGENCY.

North-West Division.

Gregory District.

Corres. 56/40. (Plans 96/300 and 97/300.)

That area of unsurveyed land, containing about 174,273 acres; being N. H. Napier's forfeited Pastoral Lease No. 394/1266.

THURSDAY, 2nd JANUARY, 1941.

PERTH LAND AGENCY.

Eastern Division.

Bulga and Ularring District (near Brooking Hills).

Corres. 579/40. (Plan 42/300.)

That area of unsurveyed land, containing about 214,469 acres; being H. F. Morrison's cancelled application for H. O. and M. Killcoat's forfeited Leases 395/807 and 395/805; subject to Agricultural Bank indebtedness and to mining conditions.

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.

Wongoondy Estate.

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

Corres. 2309/28. (Plan 127/80, D2.)

Lot 9, containing 1,373a. 2r. 37p.; purchase money—£618 3s. 7d.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£13 18s. 2d.; to civilians at 5 per cent. p.a.—£15 9s. 1d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£17 4s. 8d.; to civilians, at 5 per cent. p.a.—£18 6s. 8d.; subject to Agricultural Bank and I.A.B. indebtedness; being C. J. Hollis' forfeited Lease 20/2295.

WEDNESDAY, 4th DECEMBER, 1940.

ALBANY LAND AGENCY.

Denmark Estate (near Denmark).

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

Corr. No. 2357/10. (Plan 452C/40, E4.)

Lot 336, containing 84a., at 14s. 6d. per acre; classification page 128A of 2357/10; subject to Agricultural Bank indebtedness and to the conditions applying to this Estate; also to timber conditions; being W. P. Jamieson's forfeited Lease 25431/55.

NARROGIN LAND AGENCY.

Williams District (about 10 miles north of Duggan).

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

Corr. No. 6759/21. (Plan 386/80, F2.)

Location 9964, containing 993a., at 9s. per acre; classification page 28 of 6759/21; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28/2/41. This cancels the previous *Government Gazette* notice relating to this location.

PERTH LAND AGENCY.

Swan District (near Spade Lake).

Corr. No. 2699/18. (Plan 30/80, F3.)

Location 2496, containing 53a. 3r. 18p., at 10s. per acre; classification page 3 of 2699/18.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about six miles south of Ghooli.)

Corr. No. 1584/37. (Plan 36/80, F4.)

Location 626, containing 1,064a. 2r. 28p., at 5s. 9d. per acre; classification page 11 of 5204/28; subject to payment for improvements capitalised at £150, also to mining and timber conditions; being I. R. Ball's cancelled application.

Yilgarn District (about three miles north-east of Bullfinch).

Corr. No. 2386/37. (Plan 53/80, C4.)

Location 612, containing 874a. 1r. 2p., at 4s. per acre; subject to payment for improvements (capitalised at £300) and to mining conditions; being H. M. Cooke's cancelled application.

WAGIN LAND AGENCY.

Roe District (near Lake King).

Corr. No. 2163/29. (Plan 389/80, B3.)

Locations 1600 and 1877, containing 1,666a. 2r. 7p., at 4s. per acre; classification in File 438/28; subject to payment for improvements; being H. A. Atkins' forfeited Leases 68/1710 and 74/755.

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

Corr. No. 2779/40. (Plan 408/80, D2.)

Location 9707, containing 781a. 2r. 16p., at 6s. 9d. per acre; classification page 7 of 2571/37; subject to exemption from road rates for two years from date of approval of application; being G. Pearce's cancelled application.

THURSDAY, 5th DECEMBER, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (three miles north-west of Powlamp).

Corr. No. 963/14. (Plan 414D/40, C4.)

Location 3462, containing 148a., at 13s. per acre; and Location 11335, containing 28a. 1r. 34p., at 13s. per acre (excluding survey fee); subject to payment for improvements and the usual timber reservation conditions; classifications pages 58 and 53 of File 963/14.

Upper Capel Repurchased Estate (Wellington District).

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

Corr. 2564/30. (Plan 414A/40, B2.)

Location 2544, containing 153a. 3r. 16p.; purchase money, £925; half-yearly instalments first five years, interest only: To returned soldiers, at 4½ per cent. p.a., £20 16s. 3d.; to civilians, at 5 per cent. p.a., £23 2s. 6d.; half-yearly instalments over the balance (35 years), including principal and interest: To returned soldiers, at 4½ per cent. p.a., £25 15s. 9d.; to civilians, at 5 per cent. p.a., £27 8s. 8d.; subject to Agricultural Bank indebtedness and to the condition that this location will only be approved to the applicant who satisfies the Land Board that he has the necessary capital and experience to successfully work the holding. This cancels the previous *Government Gazette* notice relating to this location.

Kojoonp District (about 12 miles south-west of Mayanup).

Corr. No. 3358/40. (Plan 438B/40, F2.)

Location 6549 and part of Location 6547, containing about 978a., at 6s. per acre; part of Location 6547, containing about 1,576a., at 6s. 9d. per acre; Location 4081 and part of Location 8008, containing about 1,640a., at 5s. 6d. per acre; Location 4083 and part of Location 8008, containing about 1,523a., at 6s. 6d. per acre; classification pages 35 to 38 of File 1415/39; subject to Agricultural Bank indebtedness; being J. E. Merritt's and E. E. Nairn's cancelled applications.

Sussex District (near Metricup).

Corr. No. 1575/37. (Plan 413D/40, B3.)

Location 2662, containing 202a. 3r. 11p., at 7s. 6d. per acre; classification page 5 of 948/31; subject to timber conditions and to exemption from road rates for two years from date of approval of application; being J. H. Tompsett's forfeited Lease 347/2426.

WEDNESDAY, 11th DECEMBER, 1940.

ALBANY LAND AGENCY.

Plantagenet District (about 20 miles east of Narrikup or about 9 miles north-east of Kalgan).

Corr. No. 2657/35. (Plan 451/80, E2.)

Location 3815, containing 159a. 3r. 33p., at 8s. 6d. per acre; classification page 15 of File 4855/14; subject to exemption from road rates for two years from date of approval of application and to timber conditions; being E. M. Green's forfeited Lease 347/918.

Plantagenet District (about 2 miles south-west of Redmond Siding).

Corr. No. 3869/29. (Plan 451/80, B3, A & B4.)

Location 4654, containing 115a. 0r. 8p., at 7s. 6d. per acre; classification page 12 of File 3869/29; and location 3446, containing 100a., at 9s. 6d. per acre; classification page 23 of 6833/25; subject to payment for improvements and to timber conditions; being H. Norton's forfeited Leases 68/2340 and 20056/68.

Plantagenet District (about 21 miles east of Narrikup or about 10 miles north-east of Kalgan).

Corr. No. 752/38. (Plan 451/80, F2.)

Location 5607, containing 371a. 1r. 22p., at 7s. per acre; classification page 5 of File 752/38; subject to exemption from road rates for two years from date of approval of application and to timber conditions; being R. T. Bell's forfeited Lease 348/856.

BEVERLEY LAND AGENCY.

Avon District (about 6 miles west of Kojoonp).

Corr. No. 943/40. (Plan 342B/40, F2.)

Locations 6336, 10120, and 8709, containing 460a., at 6s. per acre; classification pages 7 to 10 of File 8532/19; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being W. J. Newman's cancelled application.

GERALDTON LAND AGENCY.

Victoria District (about 4 miles north-east of Latham).

Corr. No. 4075/26. (Plan 96/80, B2 & 3.)

Location 3653, containing 1,387a. 2r. 38p., at 3s. per acre; classification page 64 of File 4075/26; subject to payment for improvements; being T. B. Garner and J. T. McClelland's forfeited Lease 21020/68.

Victoria District (about 10½ miles east of Maya).

Corr. No. 4992/26. (Plan 96/80, C & D4.)

Location 7848, containing 833a. 1r. 15p., at 3s. 6d. per acre; classification page 12 of File 4992/26, and Location 5763, containing 1,000a., at 5s. per acre; classification page 4 of File 15928/10; subject to Agricultural Bank and Industries Assistance Board indebtedness; being G. E. Anderton's forfeited Leases 21568/68 and 19589/68.

KATANNING LAND AGENCY.

Kojoonp District (about 8½ miles south-west of Woodanilling).

Corr. No. 3884/23. (Plan 416B/40, D1.)

Locations 7939 and 7940, containing 497a. 2r. 19p., at 2s. 3d. per acre; classification page 8 of File 3884/23; subject to payment for improvements, if any, and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being L. J. J. Mader's forfeited Lease 17274/68.

Plantagenet District (about 6 miles north-east of Kendenup).

Corr. No. 3435/25. (Plan 445/80, B2.)

Locations 4056 and 4066, containing 1,321a. 3r. 37p., at 3s. 9d. per acre; classification page 5 of File 3435/25; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue, to exemption from road rates for two years from date of approval of application, and to timber conditions; being F. E. Hitchins' forfeited Lease 19579/68.

NORTHAM LAND AGENCY.

Avon District (about 12 miles south of Bnaudee).

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

Corr. No. 10235/10. (Plans 4/80, D1; 25/80, D & E4.)

Locations 19376, 17541, and 17791, containing 1,425a., at 6s. 6d. per acre; classification page 139A of 10235/10; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28/2/1941; being M. and C. Ferrari's forfeited leases 28089/55, 41909/55, and 13202/56.

Avon District (about 2½ miles south of Mandiga).

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

Corr. No. 3193/19. (Plan 55/80, B3.)

Location 20302, containing 819a. 1r., at 8s. 9d. per acre; and Location 20301, containing 1,075a., at 5s. 9d. per acre; classifications pages 35 and 34 of 2341/13; subject to Agricultural Bank, I.A.B., and Minister for Lands' indebtedness, also Agricultural Bank cropping lease expiring 28th February, 1942, over portion of Location 20301; being J. H. Lawrance's forfeited Leases 36551/55 and 16881/68.

Avon District (about 7 miles south of Tammin).

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

Corr. No. 3082/40. (Plan 3B/40, F1.)

Location 20962, containing 191a. 1r., at 7s. per acre; classification page 5 of File 6815/14; subject to Agricultural Bank indebtedness; being W. C. Nelson's cancelled application.

Ninghan District (about 5½ miles north of Welbungin).

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

Corr. No. 65/21. (Plan 55/80, D & E2.)

Location 371, containing 1,500a. 0r. 32p., at 6s. 9d. per acre; classification page 9 of 65/21; subject to Agricultural Bank and I.A.B. indebtedness; being J. Murray's forfeited Lease 38673/55.

Ninghan District (about 9 miles east of Cadoux).

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

Corr. No. 6273/21. (Plan 56/80, D2.)

Location 470, containing 1,216a. 2r. 13p., at 7s. 3d. per acre; classification page 40 of File 6708/20; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness, and a cropping lease expiring on 28/2/1942; being R. J. Ety's forfeited Lease 15286/68.

Ninghan District (about 4 miles north of Beneubbin).

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

Corr. No. 12371/10. (Plan 55/80, C1 & 2.)

Location 714, containing 999a., at 7s. 9d. per acre; classification page 11 of 2589/10; subject to Agricultural Bank, I.A.B., and Minister for Lands' indebtedness and to a cropping lease which expires 28th February, 1942; being J. Pianta's forfeited Lease 27973/55.

Ninghan District (about 13 miles north-east of Wubin).

Corr. No. 57/40. (Plan 89/80, E & F2.)

Location 2634, containing 4,985a. 0r. 32p., at 2s. 6d. per acre; classification page 10 of File 2595/29; subject to exemption from road rates for two years from date of approval of application; being J. Robertson's cancelled application.

PERTH LAND AGENCY.

Peel Estate (about 4 miles west of Byford).

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

Corr. 878/40. (Plan 341D/40, C3.)

Lots No. 249 and 1244, containing 117a. 3r. 7p.; purchase money—£165 0s. 3d.; 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.—£5 6s. 9d.; to returned soldiers, at 4½ per cent. p.a.—£5 0s. 7d.; subject to the conditions applying to this Estate; being G. W. Ferguson's cancelled application.

SOUTHERN CROSS LAND AGENCY.

Jilbadji District (about 18½ miles south of Southern Cross).

Corr. No. 1533/29. (Plan 23/80, D & E2.)

Location 435, containing 2,410a. 0r. 19p., at 3s. 3d. per acre; classification page 68 of File 1071/28; subject to payment for improvements (capitalised at £225) and to mining and timber conditions; being G. Turich's forfeited Leases 55/1523 and 56/254.

Jilbadji District (about 32 miles east of Muntadgin and 6 miles north-east of Holleaton).

Corr. No. 4904/28. (Plan 6/80, C1.)

Location 567, containing 1,070a. 1r. 11p., at 3s. 9d. per acre; classification page 14 of 1787/28; subject to payment for improvements, if any, and to exemption

from road rates for two years from date of approval of application, also subject to mining conditions; being C. J. M. Evans' forfeited Lease 55/1459.

Leake District (about 32 miles east of Naremben and 4 miles south of Holleaton).

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

Corr. No. 5709/28. (Plan 6/80, B4.)

Location 11, containing 1,220a. 0r. 3p., at 3s. 9d. per acre; classification page 19 of 1787/28; subject to Agricultural Bank and I.A.B. indebtedness and to mining conditions; being J. Aird's forfeited Lease 55/1362.

WAGIN LAND AGENCY.

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

Corr. No. 2430/28. (Plan 387/80, E3.)

Location 556, containing 2,054a. 2r. 29p., at 5s. per acre; classification page 34 of 6226/22; subject to Agricultural Bank indebtedness and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed; being A. T. and A. G. Edwards' forfeited Lease 23047/68.

Roe District (about 1½ miles west of Burngup).

Corr. No. 2558/26. (Plan 387/80, D & E3.)

Location 899, containing 340a., at 3s. 6d. per acre; classification page 8 of 2558/26; subject to exemption to road rates for two years from date of approval of application; being E. Devlin's forfeited Lease 68/1151.

THURSDAY, 12th DECEMBER, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (near Palgarup).

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

Corr. No. 3287/24. (Plan 439C/40, F4.)

Locations 6195 and 9843, containing 171a. 1r., at 8s. per acre; classification page 21 of File 3255/24; subject to Agricultural Bank indebtedness and to the marketable timber being reserved to the Crown; being J. J. Gunneen and W. Naylor's forfeited Leases 18140/68 and 24102/74.

Sussex District (near Quilergup).

Corr. No. 177/32. (Plan 414D/40, A3.)

Location 1359, containing 152a. 2r. 22p., at 11s. per acre; classification page 10 of File 4157/14; subject to Agricultural Bank indebtedness and to timber conditions; being J. E. Carroll's forfeited Lease 74/1434.

WEDNESDAY, 18th DECEMBER, 1940.

ALBANY LAND AGENCY.

Denmark Estate (about 4 miles north-west of Denmark).

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

Corr. No. 294/30. (Plan 452C/40, D4.)

Location 492, containing 112a. 3r., at 16s. per acre; classification page 7 of File 294/30; subject to Agricultural Bank indebtedness and to the conditions applying to this Estate; being R. Waddling's forfeited Lease 55/1824.

Plantagenet District (near William Bay).

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

Corr. No. 438/20. (Plan 452C/40, D4.)

Location 2121, containing 262a., at 12s. 6d. per acre; classification page 37 of File 438/20; subject to Agricultural Bank indebtedness; being P. W. Hopson's forfeited Lease 36855/55.

BEVERLEY LAND AGENCY.

Avon District (about 5 miles east of Bending).

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

Corr. No. 2626/40. (Plan 345/80, B4.)

Location 23765, containing 1,600a. 1r. 29p., at 7s. per acre; classification page 47 of File 1952/25; subject to Agricultural Bank and Minister for Lands' indebtedness; being R. J. Walker's cancelled application.

GERALDTON LAND AGENCY.

Victoria District (about 1½ miles east of Pindar).

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

Corr. No. 1182/27. (Plan 155/80, A1; and 162/80, A4.)

Locations 4711, 6463, and 7232, containing 2,268a. 3r. 9p., at 4s. per acre; classification page 56A of File 1182/27; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness, being A. S. Carr and P. Horton's forfeited Lease 21580/55.

Victoria District (about 8½ miles south-west of Bunjil).

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

Corr. No. 4385/13. (Plan 95/80, F3.)

Location 6259, containing 3,001a., at 5s. 6d. per acre; classification page 166 of File 4385/13; subject to Agricultural Bank indebtedness and to a cropping lease which expires on 28/2/1942; being W. D. A. Payne's forfeited Leases 8538/68 and 33544/55.

Victoria District (about 5½ miles east of Latham).

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

Corr. No. 170/32. (Plan 96/80, B3.)

Locations 8489 and 6612, containing 1,043a. 1r. 9p., at 3s. 9d. per acre; classification pages 20, 21 and 22 of File 170/32; subject to Agricultural Bank and Industries Assistance Board indebtedness; being H. E. Water's forfeited Lease 68/3420.

Victoria District (about 7 miles north-east of Bunjil).

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

Corr. No. 195/37. (Plan 96/80, A & B1.)

Locations 8490 and 6267, containing 3,151a. 1r. 23p., at 5s. 6d. per acre; classification page 23 of File 195/37; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28/2/1941; being T. W. Martin's forfeited Lease 347/1323.

NARROGIN LAND AGENCY.

Roe District (about 27 miles east of Hyden).

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

Corr. No. 3183/28. (Plans 375/80, F1; and 375/80, E1.)

Locations 1106 and 1399, containing 1,304a. 3r. 21p., at 4s. per acre; classification page 1 of File 315/28, Vol. 1, and Location 1111, containing 975a. 2r. 33p., at 5s. 6d. per acre; classification page 76 of File 315/28, Vol. 2; subject to Agricultural Bank and Industries Assistance Board indebtedness; being G. I. Davies' forfeited Leases 55/1070, 74/267, and 56/335.

Wellington District (about 4 miles north of Capercup).

Corr. No. 4439/18. (Plan 410C/40, E4.)

Loc. No.	Price				Remarks.
	a.	r.	p.	s. d.	
2892	336	0	2	3 3	Class. p. 7 of File 4439/18.
2891	200	0	20	5 0	Class. p. 3 of File 4451/18.
3445	1,561	0	6	2 9	Class. p. 4 of File 8721/19.
3468	568	2	18	3 0	Class. p. 5 of File 3858/20.

Subject to Agricultural Bank indebtedness and to timber conditions; Wellington Locations 2892 and 3445 are also subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being K. B. Thompson's forfeited Leases 11819/68, 11818/68, 12637/68 and 12745/68.

Williams District (about 4 miles north-west of Josbury Siding).

Corr. No. 343/24. (Plan 384C/40, E3.)

Locations 13020 and 5526, containing 1,103a. 1r. 13p., at 1s. 9d. per acre; classification page 14 of File 343/24; subject to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; also subject to exemption from road rates for two years from date of approval of application; this cancels the previous *Government Gazette* notice relating to these locations.

NORTHAM LAND AGENCY.

Avon District (near Kwelkan).

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

Corr. No. 9590/11. (Plan 34/80, D2.)

Locations 15549 and 15550, containing 1,221a., at 7s. 6d. per acre; classifications pages 29 and 30 of File 5780/08; subject to Agricultural Bank, Industries Assistance Board, and Minister for Lands' indebtedness and to a cropping lease which expires 28/2/1942; being A. E. Weston's forfeited Leases 30134/55 and 10679/56.

Jilbadji District (about 4 miles south-west of Carrabin).

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

Corr. No. 3646/40. (Plan 24/80, D1.)

Location 121, containing 2,499a. 3r. 19p., at 3s. 3d. per acre; classification page 26 of File 4924/25; subject to Agricultural Bank indebtedness, mining and timber conditions, to Goldfields Water Supply firewood conditions and to a cropping lease which expires 28/2/1942; being W. W. Clothier's cancelled application.

Ningham District (about 10 miles east of Koudnt).

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

Corr. No. 735/23. (Plan 57/80, F1.)

Location 307, containing 1,084a. 1r. 15p., at 4s. 8d. per acre; classification page 51 of 735/23; subject to Agricultural Bank and I.A.B. indebtedness; being F. M. Butler's forfeited Lease 16512/68.

Ningham District (about 9 miles north-east of Ballidu).

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

Corr. No. 260/19. (Plan 64/80, F3 & 4.)

Loc. No.	Price				Remarks.
	a.	r.	p.	s. d.	
1425	989	0	0	7 6	Class. p. 5 of 4287/12.
1430	999	0	0	5 6	Class. p. 50 of 4287/12.
1433	1216	0	0	4 9	Class. p. 47 of 4287/12.

Subject to Agricultural Bank indebtedness and to a cropping lease which expires 28/2/42; being A. E. Weston (Trustee for G. D. Sizmur's forfeited Leases 11076/68, 11356/68, and 19428/68).

PERTH LAND AGENCY.

Peel Estate (about 2 miles south-east of Balmannp).

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

Corr. 988/23. (Plan Peel Estate.)

Lot 125, containing 42a. 1r. 38p.; purchase money—£74 7s. 1d.; first half-year's instalments as deposit—£2; half-yearly instalments over 29½ years, including principal and interest:—to civilians, at 5 per cent. p.a.—£2 7s. 8d.; to returned soldiers, at 4½ per cent. p.a. £2 4s. 9d.; and Lot 650, containing 125a. 3r.; purchase money—£94 6s. 3d.; 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 0s. 8d.; to returned soldiers, at 4½ per cent. p.a.—£2 17s. 1d.; subject to Agricultural Bank indebtedness and to a grazing lease which expires 14/6/41 and to the conditions applying to this estate; being L. J. R. Braddock's forfeited Leases 20/2030 and 20/2359.

THURSDAY, 19th DECEMBER, 1940.

BRIDGETOWN LAND AGENCY.

Nelson District (about 2 miles south-east of Palgarup).

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

Corr. No. 961/15. (Plan 439C/40, E4.)

Location 7291, containing 126a., at 13s. per acre; classification page 6 of File 961/15; subject to Agricultural Bank and Industries Assistance Board indebtedness; being J. Thornton's forfeited Lease 35300/55.

Sussex District (about 2 miles north-west of Yelverton).

Corr. No. 1759/39. (Plan 413D/40, B3.)

Location 3210, containing 130a. 0r. 29p., at 6s. 6d. per acre, excluding survey fee; classification page 7 of File 1759/39; subject to the marketable timber being reserved to the Crown, being S. Puzey's cancelled application.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

Swan Road District.—Temporary Closure of Road.

Department of Lands and Surveys,
Corr. 3120/40. Perth, 29th November, 1940.

IT is hereby notified, for general information, that the Hon. the Minister for Lands having approved on the recommendation of the Swan Road Board of the road hereunder described being temporarily closed

under section 152 of the Road Districts Act, 1918-1933, such road is closed until further notice:—

No. 83.—Roberts road, along the western boundaries of Lots 55, 68, 67 and 66 of Helena Location 20a; from Helena Valley road to Alexander avenue (as shown on L.T.O. Plan 5508). (Plan 1C/20, N.W.)

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
1940.		1940.	
Nov. 13	No. 4 Pumping Station—Fireman's Cottage (9106)	(2.30 p.m. on Tuesday) 3rd December ...	Contractors' Room, Perth, and Court House, Merredin, on and after Tuesday, the 19th November, 1940.
Nov. 13	Cunderdin Hospital—New Nurses' Quarters, Septic Tank Installation, etc. (9107)	3rd December ...	Contractors' Room, Perth, and Court House, Merredin, on and after Tuesday, the 19th November, 1940.
Nov. 20	Muradup School Erection—Removal of Lake Pingrup School (9108)	10th December ...	Contractors' Room, Perth, and Public Works Department, Katanning, on and after Tuesday, the 26th November, 1940.
Nov. 20	Midland Junction—New Cookery School (9109)	10th December ...	Contractors' Room, Perth, on and after Tuesday, the 26th November, 1940.
Nov. 20	No. 8 Pumping Station—Fireman's Cottage—Erection (9110)	10th December ...	Contractors' Room, Perth, and Public Works Department, Kalgoorlie, on and after Tuesday, the 26th November, 1940.
Nov. 27	Perth Hospital—Installation of Elevators (9111)	17th December ...	Contractors' Room, Perth, on and after Tuesday, the 26th November, 1940.
Nov. 27	Forests Department, Kalgoorlie—New Cottages (9112)	17th December ...	Contractors' Room, Perth, and Public Works Department, Kalgoorlie, on and after Tuesday, the 3rd December, 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.

THE ROAD DISTRICTS ACT, 1919-1939.

West Arthur Road Board—Building By-laws.

P.W. 1335/38.

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

Buildings.

Interpretation.

"Act" means the Road Districts Act, 1919-1939.

"Basement" means a storey or a portion of a storey partly below the level of the ground, the ceiling of which is not less than five feet above the adjoining ground (irrespective of any excavation made to comply with these by-laws).

"Board" means the West Arthur Road Board.

"Cellar" means a storey or portion of a storey below the ground level the ceiling of which is less than five feet above the adjoining ground.

"Cement mortar" means a mortar composed of one part of cement to three or fewer than three parts of sand.

"Commercial buildings" mean a building used or constructed or adapted to be used wholly or in part for commercial purposes.

"Dwelling-house" means a building used, constructed, or adapted to be used wholly or in part for human habitation, but does not include other than the dwelling-house portion (if any) of a commercial building.

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

"Surveyor" means the person appointed by the Board for the time being as building surveyor or acting building surveyor for the West Arthur Road Board.

"Wall"—

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

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

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

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

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

Clause 1.—Applications, Plans, and Notices.

(a) Every person intending to erect any building or alter or add to any building in the townsites of the West Arthur Road District shall, before commencing to erect, alter, or add to the same, make application in the form prescribed in Schedule A of this by-law, and deposit with the Board two copies of the plans and specifications of such proposed building, addition, or alteration. One copy of such plans and specifications shall remain in the Office of the Board as a permanent record.

Provided that the Board may, if it sees fit, dispense with the necessity for the submission of plans and specifications and reduce or dispense with the payment of a fee with an application for approval to make minor alterations in an existing building:

Provided also, that any building (other than a verandah or aviary) used or intended to be used for the keeping of domestic animals shall be wholly detached from any dwelling-house:

Provided also, that where it is desired to make some minor alterations to a building not materially affecting its stability, lighting, ventilation, or the size of rooms, the application may in the first place be made without submitting plans or specifications, which shall, however, be submitted if the Board so requires.

(b) All plans shall be in ink on drawing paper, tracing cloth, or sunprint, of at least 15 in. x 22 in. in size, and specifications shall be typewriting or ink manuscript, clearly written, and on strong paper.

The Board will accept plans properly drawn on paper, obtainable at the Office of the Board, or, alternatively, an architect's plan, subject to the provisions of these by-laws.

(c) The plans shall consist of a general plan and elevation and a locality plan.

(d) The general plan shall be drawn to a scale of 8 feet to 1 inch (or any larger scale).

(e) The locality plan shall be drawn to a scale of 20 feet to 1 inch (or any larger scale), on the same sheet as the general plan or on a separate sheet.

(f) The locality plan shall show the relation of the buildings to the boundaries of the site and to other buildings or structures thereon.

(g) The specifications shall describe the construction and materials of which the building is to be built, and the method of drainage, sewerage, and water supply, and state whether the material will be new or second-hand, and, second-hand materials, except after inspection by surveyor, will be prohibited.

(h) All plans and specifications must be signed by the building owner or his agent duly authorised in writing.

(i) When giving approval the Board shall impose a condition that forty-eight hours' notice shall be given prior to the covering of any or all of the following works, in order that they may be inspected, that is to say:—trenches before foundations laid, foundations before trenches are filled in, and drains before they are filled in.

Clause 2.—Fees and Permits.

No person shall commence any building, erection, structure, or any alteration or addition to any building, erection, or structure without first having obtained from the surveyor a Building Permit, in the Form prescribed in Schedule B of this by-law and without first having paid to the Board the fees set forth herein.

Each building, erection, or structure must be completed within the undermentioned specified time from the date of issue by the Board of the permit therefor:—

- (a) Brick, stone, or concrete—six months.
 (b) All other buildings—three months.

Fees, calculated according to the following scale, shall be paid by the owner or builder to the Board in respect of all buildings to be erected or altered, or any matter required or permitted under this by-law, Health Act, or Road Districts Act:—

- | | |
|--|-----|
| (1) For a license for a new building— | |
| Where the building with its appurtenances has a total floor area not exceeding 400 square feet | 5/- |
| For every additional 200 square feet or part thereof | 2/6 |
| (2) For alterations or additions to an existing building— | |
| Where the cost of alteration does not exceed £50 | 2/6 |
| For every additional £100 or part thereof | 2/6 |
| (3) For the provision of the necessary pans, lid, and ring for each privy | £1 |

Clause 3.—General Provisions.

(a) Every building shall be provided with one or more proper manholes in the ceiling, so as to give access for electrical or other fittings.

(b) The Board may reject any plans or specifications which in their opinion are not in keeping with the size and character of the adjacent buildings.

(c) Every dwelling-house shall be provided with a water storage capacity of at least 1,000 gallons, properly connected up with gutters of roof, or a suitable water supply approved by the Board.

Clause 4.—Site, Healthiness of.

(a) Every person who shall erect a building shall cause the subsoil of the site of such building to be effectually drained, wherever in the opinion of the Board the dampness of the site renders such a precaution necessary.

(b) If the Board so direct in any particular case, the whole part of the ground surface or site of the dwelling shall be covered with a layer of good cement concrete or tarred metal rammed solid and at least four inches thick.

(c) The Board may refuse or postpone approval to build upon a site which is unhealthy by reason of its liability to dampness, unless and until the site has been rendered dry, sound, and well drained to the satisfaction of the Board.

Clause 5.—Position of Building on Site.

(a) No building which is intended to be used, or which shall be used as a dwelling-house, and no addition to any such building, shall be built, constructed, or erected within a distance of 25 feet, measured horizontally, from the building line of the street or road the building is intended to or shall front, and no building shall be erected between any such building and the street, unless it is an approved "Commercial building," converting the premises into a commercial with dwelling attached.

Except as hereinafter provided, no building which is intended to be used, or which shall be used as a dwelling-house, and no addition to any building which is intended to be used or which shall be used as a dwelling-house shall be built, constructed, or erected—if of wood, within a distance of four feet six inches; if of brick, stone, concrete or cement blocks—within a distance of three feet, measured horizontally off any street, road, land, or right-of-way and the side of any such building.

Clause 6.—Access to Rear.

Where there is no public or convenient access to the rear of the site of any building for the removal of nightsoil, the building shall be so designed as to leave outside the building a way of access at least four feet wide from a public road to the privy closet, and for the removal of garbage and refuse.

Clause 7.—Outbuildings.

In case of an application to erect (as appurtenant to any building) any outbuilding from the use of which unpleasant noises, unpleasant odours, or unusual risk of fire may reasonably be expected to rise, the Board may determine in which position upon the allotment such outbuilding may be erected.

Clause 8.—Materials and Workmanship.

Materials which have been used in the construction of any cesspit, drain, or sewer, or which for any other reason are dangerous to health, shall not be used in the erection of any buildings. Faulty or unsuitable materials shall not be used in any building.

Every part of a building shall be erected and finished off in a good workmanlike manner.

Bricks used in any building shall be good, hard, and well burnt, and if old or second-hand, shall be thoroughly cleaned and approved of by the Board in writing before being used.

All brick or stone chimneys shall be constructed of ample flue, to be well plastered or pargetted inside for the full height, and no timber of any description shall be allowed to be built in the brickwork.

The Board may give authority to build iron chimneys, but in erection they shall be laid on either stone or concrete base, and lined three feet high with brickwork and free from all woodwork.

Hearths of stone, brick, or cement, of approved dimensions, shall be placed in front of all fireplaces.

Clause 9.—Testing Materials.

The Board may test any building materials, and prohibit the use of such materials as are proved unfitted for the purpose for which they are intended to be used.

Clause 10.—Timber Construction.

All timbers used in any buildings are to be perfectly sound, free from rot, shakes, large or loose knots, or any other imperfection whereby the strength of the material may be impaired.

The following conditions shall apply as to the spacings and scantlings of timber:—

(1) Stumps shall not be less than 4 in. x 4 in. jarrah or other approved timber, spaced 5 ft. centre to centre and fixed on 6 x 6 x 1½ in. sole plates.

Stumps shall be tarred and sunk at least half their exposed length in the ground; provided that no stump shall be less than 18 in. in the ground. Tarring is to extend for 6 in. above the ground surface. Ant stops are to be provided, projecting at least 2 in. over stumps.

(2) Studs and ceiling joists shall not be less than 3 in. x 2 in., spaced not more than 2 ft. apart, centre to centre, properly braced and secured.

Where studs of 3 in. x 2 in. are used, the angle or corner studs shall be of 3 in. x 3 in.; where 4 in. x 2 in. studs are used, the angle studs shall be 4 in. x 4 in.

(3) Rafters shall not be less than 3 in. x 2 in., spaced not more than 2 ft. 6 in. centre to centre, in case of iron roofs, and 18 in. centre to centre, in case of slate, tile, or other similar roofs.

Rafters of 4 in. x 2 in. shall be spaced not more than 3 ft. centre to centre in case of iron roofs, and 2 ft. centre to centre, in case of slate, tile, or other similar roofs.

When rafter exceeds 12 ft. in length, an under purlin of 3 in. x 2 in. shall be required, placed underneath rafters and strutted to wallplates. All rafters must be securely bracked with purlins and collar ties.

(4) Floor joists shall not be less than 4 in. x 2 in., spaced 18 in. apart, centre to centre.

(5) Floor bearers shall not be less than 4 in. x 3 in. spaced not more than 5 ft. apart.

In addition to the bearers required for the spacing, an additional bearer of 4 in. x 3 in. must be placed under each wall or partition. No framing timber in any building shall be notched or checked out to receive bracing or otherwise so as to reduce its cross-sectional area more than one-sixth.

Clause 11.—Awnings and Verandahs.

The Board may require that any or all awnings or verandahs proposed to be erected over a public space shall be of the cantilever type, to an approved design.

No verandah shall be enclosed for living or sleeping purposes, without the Board's written consent.

Clause 12.—Footings.

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

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

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

The height from the bottom of such footings to the base of the wall shall at least be equal to two-thirds of the thickness of the wall at its base; provided that, when the footings are of reinforced concrete, the Board may permit the height to be less; and, provided further, that it shall not in any case be less than 12 in.

Footings to walls of brick in cement mortar (3 to 1) shall be the same width and height as those to walls of the same thickness not built in cement mortar.

Vermin plates shall be provided to all walls other than brick, stone, or concrete.

Clause 13.—Damp Course.

Every person who shall erect a building shall provide and insert damp-proof courses of lead, slate bedded in cement, or natural asphalt; provided that the Board may permit the omission of damp-proof courses from closets, outbuildings, and like structures.

Where material which is not slate, natural asphalt, or lead of a minimum weight of two pounds per square foot under walls, not exceeding 40 feet in height, or 3 lbs. per square foot for walls exceeding 40 ft. in height is desired to be used, the applicant shall submit to the Board evidence that the material to be used has been approved of by the Board of Health, or, failing such evidence, that the material is a good and effective damp-proof course.

Damp-proof courses shall be inserted in walls to their full width and in such manner that there shall be no open spaces, cracks, or gaps in the damp-proof courses along the full length of the walls; or

Damp-proof courses shall be inserted in walls in such positions and in such manner that—

- (a) moisture from the earth shall be prevented from reaching the lowest floor timbers, or the walls above the underside of the lowest floor joists, or, where solid floors are laid, shall be prevented from reaching higher than 3½ in. above such floors.
- (b) where floors are below ground level, moisture shall be prevented from reaching inner face of outer walls;
- (c) where cavity walls are used, moisture, penetrating outer portion of walls shall be prevented from reaching the floor timbers, or the inner portion or face of all walls above the underside of lowest floor timbers; or, where solid floors are laid, shall be prevented from reaching higher than 3½ in. above such floors;
- (d) moisture penetrating the chimney, parapet, or other walls above the roof shall be prevented from reaching any part of the inner walls or the inner portion of inner face of outside walls below the upper-side of the ceiling joists in either case;
- (e) moisture penetrating the outer portions of cavity walls shall be prevented from reaching the inner portion or inner face of such walls above or about window, door, and other frames or openings.

In cavity walls the cavity shall extend not less than 4½ in. below damp-proof course.

This clause shall apply to all walls constructed of brick, stone, or concrete, and to walls of any material readily permeable by water.

Clause 14.—External Walls, Structure.

(a) Every person who shall erect a building shall cause the external walls thereof to be constructed of brick, stone, concrete, timber, or other material approved by the Board.

(b) If built of brick, stone, concrete or the like the external walls shall, except where herein provided to the contrary, be not less than nine inches in thickness:

Provided that the walls of sheds, laundries, out-houses and the like may, if the Board so permit, be of 4½ in. in thickness for walls not exceeding eight feet in height and 6 in. for walls not exceeding 10 ft. in height.

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

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

(e) Where cavity walls are used, weep-holes shall be left at the foot of cavity not more than 6 ft. apart and over all damp-proof courses inserted to protect walls, weep-holes shall be left not more than 3 ft. apart.

(f) Notwithstanding anything to the contrary in this clause, the Board may permit the erection of dwellings not more than two storeys in height on concrete with walls of less than the prescribed thickness, if satisfied that such proposed buildings will be hygienic and structurally sound.

Clause 15.—Party Walls.

Two, but not more, residences may be erected together on one block: provided that they shall be separated from each other by a wall of concrete or of brick or stone at least 6 in. in thickness, properly reinforced to the satisfaction of the surveyor, projecting, in the case of a wooden house, at least 1 in. through the woodwork front and back, and in all cases projecting 1 ft. 6 in. at least through the roof covering or gutter adjoining the same, whether belonging to the same owner or not. Each building or dwelling-house on a block shall be subject to the provisions of the by-laws applicable to its class, save that the site or curtilage of each of such buildings shall have a superficial area of at least 4,000 square feet and a frontage of at least 33 lineal feet to a street or road.

Clause 16.—Rooms; Size, Cubic Space.

Every person who shall erect a building shall provide that—

- (a) the areas of the floor of all the habitable rooms in such building shall, taken together, average not less than 120 square feet per habitable room;
- (b) a habitable room shall not in any case have a floor area of less than 80 square feet; and
- (c) a habitable room shall not in any case have a cubic space of less than 800 cubic feet; provided that, in each dwelling-house and in each flat of a residential flat building, there shall be at least one habitable room, the cubic space of which shall not be less than 1,296 cubic feet;
- (d) no main room in any building shall be less than 10 ft. in height from floor to ceiling;
- (e) where a skillion is erected, height at lowest side shall not be less than eight feet;
- (f) all shops shall have a clear space of 12 ft. 6 in. from floor to ceiling.

Clause 17.—Lighting and Ventilation, Under Floors.

For the purpose of ventilation, every building shall be so erected that there shall be between the underside of every joist upon which the lowest floor of such building is laid and the ground surface or upper surface of the asphalt or concrete with which the ground or site of the building may be covered, a clear space of 12 in. at least in every part, and such space shall be thoroughly ventilated and cross-ventilated by means of suitable and sufficient air bricks or other effectual method: provided that, where the lowest floor is so constructed (by filling with concrete, asphalt, or other approved material) as not to permit the harbouring of rats, this provision shall not apply.

Clause 18.—Air Bricks, Louvres, etc.

Every room of a building shall be so constructed that for every 1,000 cubic feet or part thereof of air space in the room there shall be 24 square inches at least of unobstructed ventilation to the outer air by means of air bricks situated at or near the level of the ceiling or any other efficient means.

Clause 19.—Rooms, Windows.

Every habitable room or rooms or alcove in which food is intended or likely to be stored or prepared, and every bathroom, enclosed laundry and privy closet

shall have at least one vertical window opening directly to the outside air. One half at least of such window shall be constructed to open to its full extent and so that the opening shall extend to the top of the window: provided that in a pantry any other system of ventilation may be substituted for windows, if the Board be satisfied that such system is equally efficient.

Clause 20.—Size of Windows.

The window or windows of any room shall have a superficial area clear of the sash frame of not less than one-tenth of the floor area of the room.

Clause 21.—Laundries and Kitchens.

A dwelling of any kind shall not be erected with the kitchen and laundry combined in one room.

Clause 22.—Windows.

Any window the top of which is more than twelve feet above either the ground of an external flat surface or slightly sloping roof sufficient for safety shall be so constructed that it can be cleaned from the interior of the building.

Clause 23.—Drainage Levels.

(a) Every person who shall erect a building shall construct the lowest storey of such building at such a level that in the opinion of the Board it may be practicable to construct a drain sufficient for the effectual drainage of such building.

(b) No person shall build or erect, or cause or permit to be built or erected, any building, erection, tent, or addition to any building, erection, or tent on any land unless and until it is satisfied that the proposed building can be properly drained, and the Board may refuse permission to build or erect any building, erection, or tent, or addition unless and until it is satisfied that the proposed building, erection, tent, or addition, and the site and curtilage can be properly drained.

(c) No water is to be discharged on to the surface of any footpath.

(d) The plans for a building shall include provision for carrying off rainwater from the roof thereof without causing dampness in the walls or foundations.

Clause 24.—Miscellaneous.

The Board may permit the enclosure and use of any public place in connection with the building or taking down of a building, or the alteration or the repair of a building.

Clause 25.—Skylights.

The Board may order the alteration or repair or both of any skylight in any building, if such skylight be in the opinion of the Board in such a condition as to be detrimental to health or dangerous.

Clause 26.—Existing Buildings.

If in the opinion of the Board any building has been allowed to fall into an unsafe or an insanitary condition, either by faulty construction or any other cause, the Board may give notice in writing to the owner or occupier to repair said building, and, in the event of no action being taken within seven days by the said owner or occupier to remedy any defect complained of in the said notice, the said owner or occupier shall be liable to a fine, as hereinafter provided, until such time as the building shall be placed in a safe and sanitary condition, and the owner or occupier shall be liable for all charges incurred in doing the necessary works, and, moreover, if in the opinion of the Board any building does not warrant the expense of repairing, the owner, after receiving notice, shall remove the building within seven days; failing this he will be liable to a fine, as hereinafter mentioned, for not removing building after receiving notice. The Board may remove same and charge the owners with the cost of so doing, and recover the same in any Court of competent jurisdiction, and/or sell the material to cover the cost of taking down.

Clause 27.—Removal of Buildings.

No building or erection shall be removed into and erected or re-erected in the Road District, or removed from one part of the district to and erected or re-erected in another part thereof, unless the owner or person carrying out the removal first obtain written permission from the Board to do so. Before such permission shall be granted, not less than seven clear days' notice in writing shall be given to the Board or surveyor of the desire to remove and erect or re-erect such building or erection; such notice shall contain or be accompanied by the following:—

- (a) particulars of the situation of building at which it is proposed to remove;
- (b) particulars of the situation of and plan of the land upon which it is proposed to erect or re-erect or place such building thereon, and a tracing copy of such plan, to be retained by the Board;
- (c) a plan giving the dimensions of the building, and any proposed alterations or additions thereto, and a tracing copy of such plan, to be retained by the Board;
- (d) a specification giving the particulars of the construction of the existing building, and of the alterations and additions (if any) which it is intended to make when the building is erected or re-erected;
- (e) evidence satisfactory to the Board that such house has not been condemned as dilapidated, insanitary, or unfit for human habitation, and a certificate from the health officer of the Road District from which the building is proposed to be removed that within a reasonable time prior to the date of removal no case of disease of an infectious or contagious nature has occurred therein;
- (f) such further particulars in writing regarding the same as shall be sufficient to enable the Board or its surveyor to determine if all the provisions of any Act of Parliament, by-law, or regulation applicable thereto are or will be complied with.

No written permission shall be given, unless such removed building, when erected or re-erected, shall comply with the provisions of the by-law as applicable to new buildings. No building or erection that has been condemned as dilapidated, insanitary, or unfit for human habitation shall be removed into or re-erected within the district. No removed building shall be occupied until the surveyor shall have certified in writing that all the provisions of the by-law have been observed and complied with in respect to such building. Nothing herein contained shall prevent the alteration of position of any building within the boundaries of the land on which the same stands: Provided that, in its altered position, it shall comply in all respects with this by-law, and that in the progress of such removal the building be not taken on to any street, road, or public place.

Clause 28.—Proportion of Site to be Covered.

Any dwelling-house, together with its appurtenances, to be erected on an allotment, shall not occupy more than a maximum space of half of such area of allotment.

Business premises, with or without dwellings or residential quarters, with its appurtenances, to be erected on an allotment, shall not occupy more than a maximum space of $\frac{5}{8}$ of such area of allotment.

The prescribed minimum area for dwellings or shops with dwellings attached to be erected shall be 5,000 sq. feet.

A non-residential shop shall not be built on land having a frontage of less than 33 ft. to a street or road and there shall be access from a right-of-way.

For the purposes of this clause, the Board may agree to a subdivision, but notwithstanding any such approval, no dwelling, shop, or shop, including dwellings or residential quarters, shall be erected upon the subdivided land, except in accordance with these by-laws.

Clause 29.—Space outside Windows on Side Land.

If there be any side wall of a dwelling-house in which it is proposed to provide a window or door opening, that wall shall be set back (throughout its whole length) from the side line of the allotment to a distance of 3 ft., in the case of a dwelling-house of one or two storeys, or to a distance of 5 ft., in the case of a dwelling of more than two storeys.

Clause 30.—Kitchen, Laundry and Bathroom Fittings.

Every dwelling-house shall be provided with a completely enclosed bathroom, or combined bathroom and laundry, and with washtubs and copper or other means of washing clothes, and the water laid thereto. The floor surfaces of the bathrooms on any floor, and of laundries, when above the ground floor, shall be of impervious material, properly graded and drained. The washtubs, copper, and bath shall not be placed in the kitchen. One bathroom in each dwelling-house shall have at least 30 square feet of floor area, and a combined bathroom and laundry shall have at least 56 square feet of floor area: Provided that the Board may in any case, where it considers that a bathroom and laundry could be dispensed with, exempt any building from the above provision, but such exemption shall be given by resolution of the Board.

Clause 31.—Enforcement, Inspection, Cutting into Building.

The Board may order the opening or cutting into or pulling down of any work where the Board has reason to believe or suspect that anything has been done in contravention of the Act or of any by-law and, in the event of the work being found to have been done in contravention of the Act or by-laws, the person doing the work shall be required to comply with the Act or the by-law, and shall bear the full cost of such pulling down, opening, or cutting into and of compliance with the Act or the by-laws. In the event of the work being found to have been done in accordance with the requirements of the Act and the by-laws, the cost of such pulling down, opening, or cutting into, as well as the cost of reinstatement, shall be borne by the Board.

The surveyor or his representative shall have power to enter at any time upon any building in the course of erection, for the purpose of inspecting the said building, and may require the production of the approved plans thereof, which are to be available on the building during ordinary working hours whilst the building is in the course of construction.

Clause 32.—Inspection before Occupation.

Before permitting any person to use or occupy any uncompleted building, and forthwith upon completion of any unoccupied building, the person by or in consequence of whose order the building is being erected, shall give notice to the Board. Forthwith, upon receipt of notice as aforesaid, the Board shall instruct the building surveyor to make an inspection, and such surveyor shall inspect and report to the Board in the form prescribed in Schedule C of this by-law, whether or not the building has been erected in accordance with this by-law, and without material deviation from the approved plan and specifications, but this shall not be read to permit any alteration whatever in the position of the building on the site. Such report shall not be deemed to be evidence (in the event of any prosecution hereunder) that this by-law is being complied with.

Clause 33.—Penalties.

Any person who erects a building in contravention of this by-law or any person who neglects to comply with any provision set forth therein, shall on conviction be liable to a penalty not exceeding ten pounds (£10).

SCHEDULE A.

Application Form.

To the Building Surveyor,
West Arthur Road Board.

As the person causing or directing the undermentioned work to be executed, I hereby make application for a Building Permit for the same.

The following are the particulars of the proposed work:—

Town

Lot No.

Street

Area (a.r.p.)

Frontagefeet.

Depthfeet.

Description and intended use of building.....

Dimensions of building

Estimated value

Signature of Owner.....

Address

Date.....

Schedule B.

WEST ARTHUR ROAD BOARD.

Building Permit.

No..... Date.....

Permission is hereby granted to Mr.....

.....of....., for

.....on Lot No.....,

situated at.....and in accordance with plans and specifications submitted to the Board, subject to the provisions of the Road Districts Act, 1919-38; the Health Act, 1911-26, and all regulations and by-laws made thereunder.

.....

Building Surveyor.

SCHEDULE C.

WEST ARTHUR ROAD BOARD DISTRICT.

Certificate of Completion of Building.

The buildings on lot,street, have been inspected by me and have been completed in accordance with the plans and specifications approved by the Road Board on..... and numbered.....

.....

Secretary-Engineer
or Building Surveyor.

Passed by resolution of the West Arthur Road Board on the 16th day of November, 1939.

(Signed) W. H. NICHOLLS,
Chairman.

(Signed) J. LESTER-SMITH,
Secretary.

Recommended:—

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

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

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

THE ROAD DISTRICTS ACT, 1919-39.

Augusta-Margaret River Road Board.

Additional Building By-laws.

P.W. 700/38.

WHEREAS by the Road Districts Act, 1919-39, the Road Board of any district is empowered to make by-laws for all or any purpose in the said Act mentioned, the Augusta-Margaret River Road Board, in pursuance of the powers vested in the said Board,

under and by virtue of the said Act, and of every other authority enabling it in that behalf, doth hereby make and publish the following additional by-laws:—

10. (a) Cement bricks:—No bricks composed of Portland cement and sand shall contain a lower proportion of cement than as set out below:—

- (1) For walls not exceeding ten feet in height—seven parts clean sharp sand to one part of cement;
- (2) For walls exceeding ten feet in height—six parts of clean sharp sand to one part of cement.

All mixes to be thoroughly turned twice dry and once wet, well rammed in brick moulds, and moisture-cured for not less than three weeks before being used in building.

Notwithstanding compliance with the foregoing, the Board or its surveyor may condemn any bricks which show faults or do not stand up to a reasonable test to be carried out by any Government or University Testing Laboratory.

13. (a) Cantilever verandahs:—No cantilever verandah shall be erected on a brick, cement, or stone building unless it is securely anchored to both external walls by one-inch diameter tie-rods carried from a point within 3 ft. 6 in. of the front of the verandah to the front wall at a height of not less than four feet above the abutment of the verandah, and thence back into the side walls not less than twelve feet and to a depth of not less than six feet below the top plate level. Intermediate ties shall be spaced at not more than ten foot intervals, and shall be tied in a similar manner to the end ties, except that they may be anchored to a truss constructed for the purpose or to the roof timbers to the satisfaction of the Board. All cantilever verandahs parallel to more than one street alignment shall have double stays at each corner or angle between alignments.

Passed by the Augusta-Margaret River Road Board on the 14th day of September, 1940.

EDWARD WILLMOTT,
Chairman.

A. L. ALLSOP,
Secretary.

Recommended:—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 10th day of October, 1940.

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

THE ROAD DISTRICTS ACT, 1919-1939.

Road Board Election.

Department of Public Works,
Perth, 27th November, 1940.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-1939, that the following gentleman has been elected a member of the undermentioned Road Board to fill the vacancy shown in the particulars hereunder:—

Date of Election; Member Elected (Surname and Christian Name); Ward; Occupation; How Vacancy occurred [(a) Effluxion of time, (b) Resignation, (c) Death]; Name of previous Member; Remarks.

Melville Road Board.

20/11/40; Bracks, Alick Hammond; Bicton; builder; (b); W. H. Stanbury; unopposed.

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

ALBANY WATER BOARD.

Payments—continued.

Statement of Receipts and Payments for Year ended 31st October, 1940.

Receipts.		£	s. d.	£	s. d.
Bank Credit at 1st November, 1939	...	...	...	623	17 9
Rates—Current	...	5,555	14 3		
Rates—Arrears	...	954	19 5		
				6,510	13 8
Excess Water	...			787	8 5
Shipping	...			46	16 6
Meter Rents	...			14	0 0
Services	...			26	8 8
Plumbers' Licenses	...			3	0 0
Compensation (Contra)	...			4	9 5
Mains Relay—Main Roads Department (Recoup)	...			59	10 11
				£8,076	5 4

Payments.		£	s. d.	£	s. d.
Pumping Stations—					
Wages	...	701	4 9		
Firewood	...	421	2 10		
Electric Power	...	1,569	16 8		
Maintenance of Plant	...	327	2 10		
Transport	...	31	3 4		
Machinery Inspection Fees	...	6	16 6		
Miscellaneous	...	12	4 5		
Maintenance, Telephone Line	...	6	16 6		
				3,076	7 10

Reticulation—		£	s. d.	£	s. d.
Mains Relay	...	165	19 10		
Mains Relay (Recoup), Main	...			59	10 11
Roads Department	...	319	9 4		
Services, including Renewals	...			5	11 10
Meters	...			58	18 9
Reservoirs	...			8	12 2
Meter Reading	...			577	13 9
Mains Maintenance	...				
				1,195	16 7
Tools	...			39	16 2
Shipping	...			4	4 6
Insurances	...			179	18 2
Truck Maintenance	...			24	0 1
Auxiliary Scheme	...			257	18 7
Water Treatment Plant and	...				
Chemicals	...			197	1 2
Administration and Supervision—					
Salaries	...	334	0 0		
Printing and Stationery	...	23	0 3		
Transport and Travelling Ex-	...			41	6 8
penses	...				
Office Expenses, Telegrams,	...			71	10 5
Stamps, etc.	...			16	10 0
Audit Fees	...				
				486	7 4
Compensation (Contra)	...				4 9 5
Credit Balance at 31st October,	...				
1940	...			2,610	5 6
				£8,076	5 4

Statement of Loans from Treasury as at 31st October, 1940.

Loan No.	Amount.	Owing at 1st November, 1939.	Paid Off, 1939-40.	Balance Owing, 31st October, 1940.	Instalments in Arrears.		Total.
					Principal.	Interest.	
1	£ 64,581 7 1	£ 61,160 1 3	...	£ 61,160 1 3	£ 4,468 7 3	£ 11,486 17 9	£ 15,955 5 0
2	1,080 0 0	659 12 6	...	659 12 6	599 8 11	144 16 9	744 5 8
3	3,000 0 0	2,949 3 8	...	2,949 3 8	153 6 4	519 3 8	672 10 0
	£68,661 7 1	£64,768 17 5	...	£64,768 17 5	£5,221 2 6	£12,150 18 2	£17,372 0 8

Statement of Moneys Due to Albany Water Board as at 31st October, 1940.

Arrears of Rates and Meter Rents (estimated Amount collectable)	...	2,250	0 0
Excess Water (estimated Amount collectable)	...	350	0 0
Shipping Supplies	...	1	8 6
Bank Credit	...	2,610	5 6
		5,211	14 0

T. H. NESBITT, J.P.,
Chairman,
R. HOUGHTON,
Secretary.

Auditors' Certificate.

We have examined the Books and Accounts of the Albany Municipality Health and Water Board for the year ended 31st October, 1940, and, subject to our report of this date, certify that the Financial Statements (signed by us and detailed therein) in our opinion show a true and correct account of the operations of the Municipality for that period, as disclosed by the books submitted to us.

H. W. LEASK,
ROBERT STEPHENS, F.I.C.A.,
Ratepayers' Auditors.

Town Hall, Albany, 18th November, 1940.

PUBLIC WORKS ACT, 1902-1933.

LAND RESUMPTION.

Metropolitan Sewerage—South Perth Main Sewer—Sections 3, 4, and 4A.

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Swan District—have, in pursuance of the written approval and consent of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 21st day of November, 1940, been set apart, taken or resumed for the purposes of the following public work, namely :—South Perth Main Sewer—Sections 3, 4 and 4A.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan, P.W.D., W.A., 29163 (2 sheets)—L.T.O. 5959 and 5960—which may be inspected at the Office of the Minister for Works, Perth.

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

SCHEDULE.

No. on Plan P.W.D., W.A., No. 29163.	Owner or Reputed Owner.	Description.	Area.
Sheet 1 : 1	Gertrude May Ashton	portion of Lot 12 of Perth Suburban Lot 53 (Certificate of Title Volume 1000, Folio 5)	a. r. p. 0 0 5.1
2	Gertrude May Ashton	portion of Lot 11 of Perth Suburban Lot 53 (Certificate of Title Volume 1017, Folio 966)	0 0 1
3	George Thomas Strickland	portion of Perth Suburban Lot 53 (Certificate of Title Volume 1000, Folio 4)	0 0 6.6
4	Mabel Thomlinson Strickland	portion of Lot 5 of Perth Suburban Lot 53 (Certificate of Title Volume 1011, Folio 351)	0 0 4
5	William Munce Atkins	portion of Lot 18 of Perth Suburban Lot 53 (Certificate of Title Volume 585, Folio 63)	0 0 2.5
6	Lilian Mary Healey	portion of Lot 15 of Perth Suburban Lots 52 and 53 (Certificate of Title Volume 422, Folio 148)	0 0 2.5
7	Alexander McAllister Clydesdale	portion of Lot 14 of Perth Suburban Lot 52 (Certificate of Title Volume 422, Folio 149)	0 0 2.5
8 and 8a	Edith Evelyn Vetter	portions of Lots 11 and 10 of Perth Suburban Lot 52 (Certificate of Title Volume 582, Folio 129)	0 0 3.7
9 and 9a	Leila Gollidge	portions of Lots 10 and 7 of Perth Suburban Lots 51 and 52 (Certificate of Title Volume 1060, Folio 135)	0 0 3.7
10	Winifred Emma Locke	portion of Lot 15 of Perth Suburban Lot 51 (Certificate of Title Volume 987, Folio 188)	0 0 2.5
11	Ernest John Darley	portion of Lot 15 of Perth Suburban Lot 51 (Certificate of Title Volume 1015, Folio 23)	0 0 2.4
12	Nellie Jean Richardson and Ann Florence Mary Richardson	portion of Lot 2 of Perth Suburban Lot 51 (Certificate of Title Volume 1030, Folio 739)	0 0 3
13	Clarice Martin	portion of Lot 1 of Perth Suburban Lot 2 (Certificate of Title Volume 1053, Folio 484)	0 0 5.3
14	Violet Page	portion of Perth Suburban Lot 2 (Certificate of Title Volume 837, Folio 172)	0 0 5.4
15	Violet Maud Stone, executrix of the will of Albert Ernest Stone, deceased	portion of Lot 51 of Perth Suburban Lot 2 (Certificate of Title Volume 674, Folio 31)	0 0 2.6
16	Katherine Mary Sewell	portion of Lot 52 of Perth Suburban Lots 2 and 50 (Certificate of Title Volume 838, Folio 67)	0 0 2.6
17	Katherine Mary Sewell and Mary Elizabeth Carington Sewell	portion of Lot 53 of Perth Suburban Lot 50 (Certificate of Title Volume 838, Folio 68)	0 0 2.9
18	Ivan Reynell Gibbs and Josephine Saunders Gibbs	portion of Lot 54 of Perth Suburban Lot 50 (Certificate of Title Volume 838, Folio 69)	0 0 2.8
19	John Edwin Hoskyns	portion of Lot 55 of Perth Suburban Lots 49 and 50 (Certificate of Title Volume 1009, Folio 495)	0 0 5.1
20	Alfred Charles Shedley and Daisy Wollaston Shedley	portion of Lot 56 of Perth Suburban Lot 49 (Certificate of Title Volume 967, Folio 45)	0 0 2
21	Eric Samuel Everett	portion of Lot 57 of Perth Suburban Lot 49 (Certificate of Title Volume 925, Folio 70)	0 0 2
22	Edith Emily Hargrave	portion of Perth Suburban Lot 49 (Certificate of Title Volume 674, Folio 32)	0 0 2.6
23	Ida Blanche Downing	portion of Perth Suburban Lots 3 and 49 (Certificate of Title Volume 295, Folio 47)	0 0 3
24	Violet Maud Stone	portion of Perth Suburban Lot 6 (Certificate of Title Volume 995, Folio 38)	0 0 3.4
25	Albert Mark Read, executor of the will of Ellen Jane Read, Deceased	portion of the western moiety of Perth Suburban Lot 7 (Certificate of Title Volume 11, Folio 391)	0 0 2.9
25A	Albert Mark Read	portion of the eastern moiety of Perth Suburban Lot 7 (Certificate of Title Volume 14, Folio 304)	0 0 2.9
26 and 27	The Perpetual Executors Trustees and Agency Company (W.A.) Limited, trustee of the estate of William Afric Tanner, deceased	portions of Perth Suburban Lots 8 and 9 (Certificate of Title Volume 41, Folio 34)	0 0 11.6
28 and 29	Clara Matilda Sutton	portions of Perth Suburban Lots 10 and 11 (Certificate of Title Volume 247, Folio 132)	0 0 11.6

LAND RESUMPTION—continued.
SCHEDULE—continued.

No. on Plan P.W.D., W.A., No. 29163.	Owner or Reputed Owner.	Description.	Area.
Sheet 2 : 30	Margaret Sarah Malvina Hardwick and Flora Josephine Hardwick	portion of Lot 2 of Swan Location 39 (Certificate of Title Volume 1050, Folio 649)	a. r. p. 0 0 1.4
31	Samuel George Bowyer and Frederick Cecil Tyers (commonly known as Frederick Cecil Bowyer), executors of the will of Edith Mary Bowyer, Deceased	portion of Lot 12 of Swan Location 39 (Certifi- cate of Title Volume 1026, Folio 30)	0 0 1.1
32	Samuel George Bowyer and Frederick Cecil Tyers (commonly known as Frederick Cecil Bowyer), executors of the will of Edith Mary Bowyer, Deceased	portion of Lot 200 of Swan Location 39 (Certifi- cate of Title Volume 668, Folio 38)	0 0 10.5
33	Francis James Roberts	portion of Lot 201 of Swan Location 39 (Certifi- cate of Title Volume 602, Folio 82)	0 0 5.2
34	Elsie Roberts	portion of Lot 202 of Swan Location 39 (Certifi- cate of Title Volume 188, Folio 81)	0 0 5
35	Polo & Sports Grounds Limited	portion of Swan Location 38a (Certificate of Title Volume 1018, Folio 299)	0 0 12.6
36 and 37	Maggie Manning and John Daniel Manning, executors of the will of John Daniel Manning, deceased	portions of Swan Location 38b (Certificate of Title Volume 1031, Folio 443)	0 0 17.1

Certified correct this 7th of November, 1940.

H. MILLINGTON,
Minister for Works.

JAMES MITCHELL,
Lieutenant-Governor in Executive Council.

Dated this 21st day of November, 1940.

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

Erratum Notice.

M.W.S. 667/40.

“WICKMAN ROAD” appearing in the 3rd and 4th
lines under Melville Road District, in the notice on
page 1313 of the *Government Gazette* of the 28th June,
1940, should read “Wichmann road.”

J. C. HUTCHINSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 346/37. Perth, 26th November, 1940.

NOTICE is hereby given of the intention of the Min-
ister 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—Midland
Junction Municipality: Proposed 21-inch and 18-inch
Water Mains, at Midland Junction.

Description of Proposed Works:—(1) The construc-
tion of a 21-inch diameter steel water main, complete
with valves and all necessary apparatus, length about
one hundred and six chains; (2) The construction of
an 18-inch diameter reinforced concrete water main,
complete with valves and all necessary apparatus,
length about seventy-nine and a half chains.

The Localities in which the Proposed Works will
be Constructed:—(1) Commencing at the intersection
of Helena street and Great Eastern highway and
proceeding thence in a southerly direction along
Helena street to Railway parade; thence in a south-
easterly direction along Railway parade to Lloyd
street; thence in a north-easterly direction through
the Eastern Railway reserve to Elgee road; thence
in a south-easterly direction along Elgee road to
Bushby street; (2) Commencing at the junction of
Elgee road and Bushby street and proceeding thence
in a south-easterly direction along Elgee road to Rob-
inson road; thence in a northerly direction along
Robinson road to Roberts street; thence in a south-
easterly direction along Roberts street to Bellevue
road; thence in a southerly direction along Bellevue
road to Harold street; thence in a south-easterly direc-
tion along Harold street to and across the Eastern

Railway reserve to the junction of Miller street and
Albert street; thence in a south-easterly direction
along Albert street to Hackett street; thence in a
southerly direction along Hackett street to and across
the Eastern Railway reserve to the southern bound-
ary of the said Eastern Railway reserve.

The above works and localities are shown in red
on Plan M.W.S.S. & D.D., W.A. No. 6531.

The Purposes for which the Proposed Works are
to be Constructed:—To augment storage at Mundar-
ing Weir.

The Times when and Places at which Plans, Sec-
tions, 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 29th day of Novem-
ber, 1940, between the hours of 10 a.m. and 3.30 p.m.

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

METROPOLITAN WATER SUPPLY, SEWERAGE
AND DRAINAGE DEPARTMENT.

M.W.S. 667/40.

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

Perth Municipality.

1202/40.—Linden gardens, from Lot 263 to Lot 261—
Northerly.

Melville Road District.

1153/40.—Preston Point road, from Swan road to Lot
754—South-easterly.

South Perth Road District.

1254/40.—Strickland street, from Lot 71 to Lot 72—
Southerly.

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

Dated at Perth this 29th day of November, 1940.

J. C. HUTCHINSON,
Under Secretary.

TRAFFIC ACT, 1919-1935.

Department of Public Works.

Perth, 21st November, 1940.

P.W. 137/40.

HIS Excellency the Lieutenant-Governor in Council, acting in exercise of the power conferred by section 46 of the Traffic Act, 1919-1935, has been pleased to amend the Traffic Regulations, 1936, made under and for the purposes of the said Act and amended from time to time thereafter in the manner mentioned in the Schedule hereunder:—

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

Schedule.

The Traffic Regulations, 1936, are amended as follows:—

1. Regulation 44 is amended by inserting after paragraph (b) a new paragraph to stand as paragraph (c), as follows:—

(c) No person shall, in a manner which might cause danger or damage to other persons or to property, empty or clean any generator or similar device, using solid fuel, on any road, street, or other place.

2. Regulation 80B, as inserted by notice published in the *Government Gazette* on the 16th day of August, 1940, is amended by deleting therefrom the word "street" wherever it appears and substituting in lieu thereof the word "road."

3. A new regulation, to stand as Regulation 305 (G) is inserted after Regulation 305 (F), as follows:—

305 (G). Parking is prohibited at all times on the river side of the Esplanade, between Leake and Keane streets, in the Peppermint Grove Road District.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
760/40	1940. Nov. 22	J. Black & N. Ferguson	351A, 1940	Cartage of Coal and Firewood from adjacent Railway Stations to Lemnos and Claremont Mental Hospitals during the year 1941 :— Item 1 (a) Item 1 (b) Item 2 Item 3	C.S.D.	2s. per ton. 2s. per ton. 1s. 11½d. per ton. 1s. 11½d. per ton.
780/40	do.	Jose Bros.	347A, 1940	Firewood for Muresk Agricultural College for year 1941 :— Item 1—1ft. lengths Item 2—2ft. lengths Item 3—Over 2ft. lengths	Agriculture	19s. per ton. 16s. per ton. 13s. 6d. per ton.
759/40	do.	Broomhall Bros.	324A, 1940	Bread for Muresk Agricultural College during the year 1941	do.	2½d. per lb., plus railage.
675/40	do.	Various ... ..	...	Shoeing Police Horses in various Towns throughout the State during the year 1941	Police	Rates on application.
806/40	do.	D. & J. Fowler, Ltd.	564A, 1940	Coffee and Chicory, Mixed, for Government Institutions, etc., during the period of 3 months ending 28th February, 1941	Various	1s. 3½d. per lb.
787/40	do.	Dobbie Dico Meter Co. (W.A.), Ltd.	355A, 1940	Water Meters, ½in., 750 only, F.O.R. Perth	P.W.W.S.	68s. each.
"	do.	Geo. Kent (W.A.), Ltd.	"	Water Meters, ½in., 750 only, F.O.R. Perth	do.	68s. each.
796/40	Nov. 25	R. E. Arnold & Co., Ltd.	357A, 1940	Sanitary Pans and Lids as required during the year 1941 :— Item 1—Pans Item 2—Lids	Government Stores	8s. 6d. each. 7s. 6d. each.
733/40	do.	James Hardie & Co. Pty., Ltd.	312A, 1940	Externally Coating approx. 18,876 lin. ft. of 22½in. external diameter Concrete-lined Steel Pipes with Asbestos Cement ½in. thick, as per Item 1	M.W.S.	2s. 4d. per lin. ft.
44/38	do.	Sara & Cook, Ltd. ... ..	...	Butter for Government Institutions, etc., for four (4) weeks ending 21st December, 1940	Various	1s. 6d. per lb., less rebate of 1d. per box.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.*

Cancellation of Contracts.

Tender Board No.	Date.	Contractor.	Particulars.
836/38	1940. Nov. 22	R. T. Hebb	Hewn Jarrah Sleepers—Item 3 of Schedule 351A, 1938.
"	"	F. J. Chapman	Hewn Wandoo Sleepers—Item 1 of Schedule 351A, 1938.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1940. Nov. 26 ...	102 and 103 ...	Meat, Bacon, and Cheese for Government Institutions and Hospitals at Claremont, Fremantle, Perth and Wooroloo, during a period of 3 months; also Meat at Whitby Falls	1940. Dec. 5
Nov. 26 ...	395A, 1940 ...	Packing Cases, as required during the year 1941	Dec. 5
Nov. 28 ...	396A, 1940 ...	Motor Transport and Passenger Service, between Wooroloo Sanatorium and Wooroloo Railway Station, during a period of 3 years commencing 1st January, 1941	Dec. 5
Nov. 21 ...	373A, 1940 ...	Fuel Oil for Government Departments, during a period of 12 months ...	Dec. 12
Nov. 21 ...	374A, 387A, 1940	Firewood for the State Batteries at Boogardie, Coolgardie, Cue, Kalgoorlie, Laverton, Mt. Ida, Norseman, Ora Banda, Paynes Find, Peak Hill, Sandstone, Warriedar, Wiluna, and Yarri, during the year 1941	Dec. 12
Nov. 26 ...	"	Firewood for Government Institutions, Hospitals, Departments, etc., at Claremont, Fremantle, and Perth, during the year 1941	Dec. 12
Nov. 26 ...	394A, 1940 ...	Hewn Jarrah Sleepers, 7ft. x 9in. x 4½in., 200,000 only	Dec. 19

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

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

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

No tender necessarily accepted.

E. TINDALE,

Chairman W.A. Government Tender Board.

Dated the 28th November, 1940.

THE MINING ACT, 1904.

Department of Mines,
Perth, 21st November, 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.
Mount Margaret	Mount Morgans	525F, 527F.
	Mount Malcolm	1787C.
Yilgarn	"	4005.

The undermentioned Gold Mining Lease was declared forfeited for breach of covenant, viz., non-payment of rent :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.
East Murchison	Wiluna	587J	Bill's Find	Markovich, Blagato; Hodgkinson, Harry John

The forfeiture of the undermentioned Gold Mining Lease for non-payment of rent, published in the *Government Gazette* of 25th October, 1940, was declared cancelled, and the Lessee reinstated as of his former estate :—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Yilgarn	"	3947	Evelyn Molly	Norton, James Edward.

THE MINING ACT, 1904.

Licenses to Treat Tailings.

Department of Mines,
Perth, 21st November, 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.
*896H (17/1940)	1453/40	Frank, Charles Bernard ...	Coolgardie ...	late Gold Mining Lease No. 5550 and Prospecting Area No. 5340 at Bonnievale	Six months from 1st December, 1940.
*897H (18/1940)	1454/40	Prior, Benjamin Austin ; Colling, George Henry	do. ...	Gold Mining Lease No. 5630, at Londonderry	do. do.

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 a renewal of License to Treat Tailings, as shown below.

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

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
869H (1/1940)	362/40	Parry, Noel Clinton	Coolgardie ...	Gold Mining Lease No. 5502, at Coolgardie	Six months from 1st October, 1940.

* Conditional.

MINE WORKERS' RELIEF ACT, 1932-1934.

Department of Mines,
Perth, 21st November, 1940.

HIS Excellency the Lieutenant-Governor in Council, acting under section 62 of the Mine Workers' Relief Act, 1932-1934, has been pleased to amend the regulations made under the said Act and published in the *Government Gazette* on the 12th day of July, 1935, and amended from time to time thereafter, in the manner mentioned in the Schedule hereunder.

A. H. TELFER,
Under Secretary for Mines.

Schedule.

The regulations made under the Mine Workers' Relief Act, 1932-1934, and published in the *Government Gazette* on the 12th day of July, 1935, and amended from time to time thereafter, are amended as follows:—

Regulation 12 is repealed and a new regulation is inserted in lieu thereof as follows:—

Rate of Contribution by Mine Workers.

12. Every mine worker shall contribute to the fund one shilling and sixpence per pay when the pay is fortnightly, or half-monthly, and three shillings per pay when the pay is monthly.

Provided that, when the pay is fortnightly and when three pay days occur in any one calendar month, every mine worker shall be exempt from making a contribution to the fund on the occasion of the third pay day in such month.

THE MINING ACT, 1904.

Appointment.

Department of Mines,
Perth, 21st November, 1940.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve the following appointment, viz.:—

353/1932—Denny, Donald Guy, as Acting Mining Registrar at Laverton, Mount Margaret Goldfield, during the absence on sick leave of the Mining Registrar; to date from the 7th day of November, 1940.

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

The means to be adopted shall be the use of a poison suitable for the purpose, laid either by hand or by machine, in furrows with baits not more than four feet apart, where there are any signs of rabbits. In addition, all burrows on the said land and adjoining roads shall be effectively fumigated and filled in.

W. R. ECKERSLEY,
Secretary.

LOST CASH ORDER.

Agricultural Bank,
Perth, 27th November, 1940.

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

C.O. No. 49383; value £3 19s. 9d.; R. E. Rowlands; 22/8/40; Kununoppin.

C. L. CLARKE,
General Manager.

HARVEY VERMIN BOARD.

NOTICE is hereby given that all owners or occupiers of land situated in the above Vermin District are required to commence poisoning and destroying rabbits on such land and upon the roads bounding or intersecting the same from 6th January to 31st March, 1941.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

Award—Shop Assistants (Katanning).

(No. 6 of 1938.)

Between the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Thomson Brothers, Limited; J. F. Wanke; and others, mentioned in the Schedule annexed hereto, Respondents.

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

MEMORANDUM OF AGREEMENT.

1.—Scope.

This Agreement shall apply to the industries mentioned in the first column of the Schedule hereunder and to the respondents set out in the second column of the said Schedule, and to other persons, firms, companies carrying on similar businesses in respect of workers employed by the said respondents following the vocations mentioned herein: Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia or in any industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1935.

2.—Area.

This Agreement shall be limited in its effect to the area comprised within a radius of two (2) miles from the Post Office, Katanning.

3.—Term.

The term of this Agreement shall be three (3) years from the date of its delivery, subject to the right to apply to amend in pursuance of the Act.

4.—Definitions.

(a) "Shop assistant" shall mean a worker employed in receiving and/or selling and/or assembling or preparing goods for sale or delivery and shall include cashiers.

(b) "Casual hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice: Provided that a casual hand may be employed for not less than four (4) hours in any one day.

A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate.

(c) "Adult" shall mean a worker twenty-one (21) years of age and over or a worker who is in receipt of the prescribed adult rate of pay.

(d) The term "Weekly hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one week's notice on either side; such week's notice cannot be continued from week to week: Provided that any worker employed for not more than four consecutive weeks shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where the services of a worker employed as a weekly hand have been dispensed with for incompetence or unsuitableness or for any cause referred to in clause 15 hereof.

5.—Chemist Shops.

Any worker employed in a chemist shop shall be subject to the terms of this Agreement up to the time he or she becomes indentured to the profession.

6.—Hours.

The hours of work shall be as follow:—

(a) Forty-six (46) hours shall constitute a week's work for males sixteen (16) years of age and over.

Forty-four (44) hours shall constitute a week's work for females and for males under sixteen (16) years of age.

(b) Except as provided in subclauses (c), (e), and (f) of this clause, the hours of work shall be performed as follow:—

(i) On the day of the late shopping night, between 8.40 a.m. and 9 p.m.;

(ii) On the day observed as a half-holiday, between 8.40 a.m. and 1 p.m.;

(iii) On the other four (4) days of the week (excluding Sunday), between 8.40 a.m. and 6 p.m.

(c) The hours of workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act shall be worked to suit the convenience of the employer: Provided that the worker shall be notified of the half day (which shall be granted to and taken by the worker on an afternoon in each week) upon which his or her services shall not be required.

(d) The employer of workers in Fourth Schedule shops shall post or cause to be posted and keep posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every worker in his employ in such Fourth Schedule shop during working hours on every day, a roster setting out the following particulars:—

(i) The name and sex of each worker;

(ii) The class of work performed;

(iii) The times at which each worker is required to commence and finish work on each day in each week;

(iv) The hours in each day during which the worker is entitled to be off duty during each day;

(v) The time allowed for meals on each day;

(vi) The day in each week allowed as a half holiday and the time from which such half holiday is allowed.

The particulars contained in such roster shall be in respect of the week, Monday to Sunday, inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker, or on account of a contingency that the employer could not reasonably be expected to foresee.

(e) The hours of workers employed in chemist and druggist shops shall be in conformity with the provisions of the Factories and Shops Act, 1920-1937.

(f) On the day mutually agreed upon by the parties hereto to be observed as Christmas Eve and on the Thursday immediately preceding Good Friday, the ordinary hours of work may be extended by agreement between the parties for the purpose of late shopping nights.

(g) The spread of ordinary hours (inclusive of any meal hour) for all workers bound by this Agreement shall not exceed nine (9) hours twenty (20) minutes in any one day, except on the days upon which the Christmas Eve and Easter Eve and the weekly late shopping nights are observed.

7.—Meal Times.

(a) One hour shall be given and taken for all meals: lunch hour shall be between 12 noon and 2.15 p.m.; tea hour shall start within forty-five (45) minutes of the prescribed finishing time.

(b) Fourth Schedule Shops:—Meal hours shall be taken at the times most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being given. The meal hours referred to in this clause shall be taken in one continuous period.

Notwithstanding anything contained in this clause, the lunch hour for workers other than those in Fourth Schedule shops shall, during the first two days of each of three sales per annum and during Christmas week be given and taken between the hours of 11.30 a.m. and 2.30 p.m.

8.—Meal Money.

Workers are subject to the starting and finishing times prescribed in clause 6 (b) of this Agreement shall, if required to continue working for more than one half hour after the prescribed finishing time, be paid one shilling and sixpence (1s. 6d.) as meal money.

9.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and one half for the first four (4) hours and double time thereafter. In the compilation of overtime, each day shall stand by itself.

(b) When overtime is worked in Fourth Schedule shops, a worker shall be paid overtime as provided in subclause (a) of this clause, after the prescribed weekly hours of work have been exceeded. Work performed on Sundays, the weekly half-holiday, and/or the prescribed holidays, shall be paid for at the rate of double time.

(c) Where workers are required to work continuously after the first four (4) hours of overtime have been worked, they shall be paid at the rate of double time up to the time for finishing work: Provided that that hour shall not be later than the prescribed starting time the next day.

(d) All time worked in shops other than those referred to in subclause (b) hereof before the prescribed starting time or after the prescribed finishing time shall be paid for at overtime rates. Work performed in the afternoon of the day on which the weekly half-holiday is observed, on Sundays and/or the prescribed holidays shall be paid for at the rate of double time.

10.—Holidays.

(a) The following days or the days observed in lieu shall be observed as holidays and paid for, namely, New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Foundation Day, Christmas Day, and Boxing Day: Provided that, where a late shopping night is observed in any establishment on the Thursday immediately preceding Good Friday, the workers in that establishment shall be granted an additional holiday on full pay on the Saturday preceding the day upon which Foundation Day is observed as a holiday.

(b) A holiday of one week on full pay shall be granted to each worker on completion of each year of service. A worker not completing a year of service shall be granted pay in lieu of holidays in the proportion that his length of service bears to the full year's employment: Provided that, when a worker is entitled to holidays under this subclause, he shall receive at least two weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

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

(d) Holiday pay shall not accrue during a worker's absence from his employment for any cause whatsoever.

11.—Wages.

	Males.			Females.		
	£	s.	d.	£	s.	d.
(a) Basic wage (per week)	4	5	6	2	6	2
(b) Adults:	Margin per Week.					
	s. d.					
Shop assistants (male)	..	..	..	16	9	
Shop assistants and despatch hands (female)	..	..	..	10	7	
Cauvassers and/or collectors, storemen, packers, and despatch hands (male)	..	..	..	16	9	

No female shall, without the permission of the union, be employed as a cauvasser and/or collector, packer, or on the work of a storeman.

	% of Male Basic Wage.
(c) (i) Junior Workers (Male):	
Between 14 and 15 years of age	18.75
Between 15 and 16 years of age	23
Between 16 and 17 years of age	33
Between 17 and 18 years of age	37.50
Between 18 and 19 years of age	51
Between 19 and 20 years of age	63
Between 20 and 21 years of age	81.50

11.—Wages—continued.

(c) (ii) Junior Workers (Female):	% of Female Basic Wage.
Between 15 and 16 years of age	34
Between 16 and 17 years of age	41
Between 17 and 18 years of age	54.5
Between 18 and 19 years of age	65
Between 19 and 20 years of age	82
20 to 21 years of age—Margin 4s. 7d. and thereafter the prescribed minimum adult rate.	

(d) Where a cauvasser or collector provides his own bicycle, he shall be paid an allowance of two shillings and sixpence (2s. 6d.) per week.

(e) Any person, whether a junior or adult, employed as a cauvasser and/or collector, shall be paid the full adult minimum rate. This subclause shall not apply in cases where an adult cauvasser is absent from his employment on account of sickness, accident, or the holidays to which such adult cauvasser is entitled under this Agreement.

(f) Casual hands:—Adult male and female workers shall be paid at the rate of threepence (3d.) per hour, in addition to the ordinary rates prescribed herein. Junior male and female workers shall be paid at the rate of one penny halfpenny (1½d.) per hour in addition to the ordinary rates prescribed herein.

12.—No reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

13.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Agreement than that which he or she usually performs shall be entitled to payment at the higher rate whilst so employed.

14.—Proportion of Juniors.

(a) The number of male juniors shall not exceed the proportion of one to one for the first five (5) male adults and thereafter one junior male to every two (2) male adults or fraction thereof.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

(d) Where two (2) adult female assistants are employed, three (3) junior female assistants may be employed.

(e) Where three (3) adult female assistants are employed, four (4) junior female assistants may be employed.

(f) Where four (4) adult female assistants are employed, five (5) junior female assistants may be employed, and thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

(g) For the purpose of determining the ratio of juniors to senior assistants under this clause, all employers or managers, when actively engaged in conducting the business of the establishment, shall be deemed to be senior assistants.

15.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

16.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing the names of each of his workers to whom this Agreement applies, the class of work performed by and the wages paid to each worker, the age of each junior worker, and the time during which each worker has been employed. Such record shall be open to inspection by a representative of the union between the hours of 10 a.m. and 4 p.m. on any working day from Monday to Friday, inclusive.

17.—Under-rate Workers.

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

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

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

18.—Board of Reference.

(a) The Court appoints, 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. 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.

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

19.—Junior Worker's Certificate.

Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full;
 - (b) Age and date of birth;
 - (c) Length of service with each previous employer.
- The certificate shall be signed by the worker.

No worker shall have any claim for additional wages, in the event of his age or length of service with a previous employer being wrongly stated on this certificate: Provided that this subclause shall operate only for the first three (3) months from the date of the worker's first engagement, thereby enabling the employer, if he so desires, to obtain proof of the junior worker's age.

20.—Payment for Sickness.

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.

The worker shall, if required by the employer, produce proof satisfactory to the employer of sickness.

I certify, pursuant to section 63 of the Industrial Arbitration Act, 1912-1935, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 18th day of October, 1940.

(Sgd.) WALTER DWYER,
President.

[L.S.]

Filed at my Office this 18th day of October, 1940.

(Sgd.) L. B. CROSBIE,
Acting Clerk of the Court of Arbitration.

SCHEDULE.

Industry.	Respondent.
Selling and/or Dealing.	
Boot and Shoe	Berger's Boot Store.
Chemist	Austral Terrace Pharmacy (Cyril Eakins).
Draper, Men's and Women's Outfitter	Wanke, J. F.
Furniture and Clothing ..	Cox Bros. (Aust.), Ltd.
General Storekeepers ..	Meldrum, J. A. Richardson & Co., Ltd. Rogers, Ltd. Smith & Son H
Hardware, Farmers' Requirements and General Agents	Katanning Stock & Trading Co., Ltd.
Newsagent, Bookselling, and Tobacconist	Barkley & Gilbert.
Tailor and Mercer	Bird, W. P.
Timber and Hardware Merchants	Thomson Brothers, Ltd.

INDUSTRIAL AGREEMENT.

(No. 16 of 1940.)

Engine-drivers—Dairy Factories.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this second day of November, one thousand nine hundred and forty, between the South-West Co-Operative Dairy Farmers, Ltd.; the Capel Dairy Company, Ltd.; the Manjimup Dairy Produce Co., Ltd. (hereinafter called "the employers"), of the one part, and the Metropolitan and South-Western Federated Engine-drivers and Firemen's Union of Workers of W.A., Perth (hereinafter called "the union"), of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Term.

The term of this Agreement shall be one (1) year from the date hereof.

2.—Wages.

Within a 15-mile radius from the G.P.O., Perth.	Outside a 15-mile radius from the G.P.O., Perth, but within the South-West Land Division.
(a) Basic Wage:—	
Adult males	
£ s. d.	£ s. d.
4 5 4	4 6 6
	Margin per Week.
	£ s. d.
(b) All classes of engine-drivers ..	1 4 0
Firemen	0 6 0

Engine-drivers and/or firemen shall, if necessary, perform such additional work as required: Provided that such additional work shall not prevent them having continual supervision over their engine and/or boiler.

3.—Hours.

Forty-eight (48) hours shall constitute a week's work, provided that, during the months of February, March, April, and May in each year, the weekly hours of work shall be reduced to forty-four (44).

4.—Overtime.

(a) All time worked in excess of eight (8) hours in any one day shall be deemed overtime and shall be paid for at the rate of time and a half. All time worked on Sunday shall be paid for at the rate of time and a half: Provided that all time worked in excess of four (4) hours on Saturday during the months of February, March, April, and May in each year shall be paid for at the rate of time and a half.

(b) Work done on Christmas Day, Boxing Day, New Year's Day, Good Friday, or Labour Day shall be paid for at the rate of double time.

5.—Holidays.

Each worker, other than a casual worker, shall be entitled to two (2) weeks' annual leave on full pay, or, should the period of continuous service be less than one year, the worker shall be entitled to be paid holiday pay in proportion as his length of service is to the full year's employment. If Christmas Day or New Year's Day falls on a Sunday, the following Monday shall be kept.

6.—Rotation of Shifts.

Where a worker works afternoon or night shift only, or afternoon and night shifts in rotation, but does not work day shift, one week out of three, he shall receive one shilling (1s.) per shift in addition to the rates set out above.

7.—Casual Workers.

(a) "Casual worker" shall mean and include a worker competent to do the work he is engaged to do who is, without any fault of his own, dismissed or refused work (as it is hereby agreed he may be) before the expiration of six (6) days from and including the date he starts work.

(b) Casual workers shall be paid ten per cent (10%) in addition to the rates set out above.

8.—Weekly Engagement.

Except as provided by clause 7 hereof, the contract of service shall be by the week, but this clause shall not apply where a worker is summarily dismissed for misconduct or dereliction of duty.

9.—Definition.

"Engine-driver" means any person who operates or drives any engine or engines of which the motive power is steam, gas, oil, air, electricity, or any motive power other than manual or animal power.

10.—Area.

This Agreement shall have effect over the area comprised within the South-West Land Division in the State of Western Australia.

11.—Scope.

This Agreement shall apply to all engine-drivers and/or firemen engaged in the butter manufacturing industry.

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

Signed for and on behalf of South-West Co-Operative Dairy Farmers, Ltd., in the presence of—	}	L. M. BENTLEY,
H. F. Johnston.		
Signed for and on behalf of the Capel Dairy Company, Ltd., in the presence of—	}	J. R. STRONG.
P. A. Fox.		
Signed for and on behalf of the Manjinnup Dairy Produce Co., Ltd., in the presence of—	}	R. G. LOCK.
R. E. Buegge, Secretary.		
The Common Seal of the Metro- politan and South-Western Fed- erated Engine-drivers and Fire- men's Union of Workers of W.A., Perth, was hereunto affixed in the presence of—	}	G. A BRADSHAW, Secretary.
H. W. Clifton.		
		[SEAL]

INDUSTRIAL AGREEMENT.

(No. 17 of 1940.)

Bricklayers—Mining.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this twenty-third day of October, one thousand nine hundred and forty, between the Operative Bricklayers and Rubble Wallers' Industrial Union of Workers, Perth, W.A. (hereinafter called "the union"), of the one part, and Lake View and Star, Limited; the Great Boulder Proprietary Gold

Mines, Limited; Boulder Perseverance, Limited; and the Wiluna Gold Mines, Limited (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.—Term.

The term of this Agreement shall be three (3) years from the commencement of the first pay period next following the date hereof.

2.—Area.

This Agreement shall operate in the Gold Mining Industry over the Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison, Murchison, Yalgoo, Peak Hill, and Gaseoyne Goldfields, and the area outside those Goldfields in Western Australia within the 24th and 26th parallels of latitude.

3.—Wages.

(a) Basic wage at the rate of £4 18s. 8d. per week.

(b) Industry allowance: The employer shall pay to his workers the industry allowance prescribed by Award No. 15 of 1939, as amended or replaced from time to time.

(c) Occupation.

	Margin per Week.
	£ s. d.
Bricklayer	1 10 0

(d) Apprentices' wages:

	Percentage of Basic Wage and Industry Allowance.
First six months	20
Second six months	25
Second year	30
Third year	45
Fourth year	65
Fifth year	85

(e) Casual workers:—Casual workers shall be paid ordinary rates, plus ten per cent (10%).

4.—District Allowances.

So far as applicable, payment shall be made in accordance with the provisions contained in Award No. 15 of 1939 as amended or replaced from time to time.

5.—Hours.

(a) The ordinary working hours shall not exceed forty-four (44) in any one week and shall not exceed eight (8) hours daily to be worked between the hours of 7 a.m. and 5 p.m., from Monday to Friday, inclusive, and four (4) hours between 7 a.m. and 12 noon on Saturday: Provided that the said forty-four (44) hours may be worked in five (5) days from Monday to Friday, inclusive, at the option of the employer: Provided further, that in the case of continuous and or shift work workers, the provisions of this subclause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty-eight (88) hours per fortnight, to be worked in alternate weeks of forty-eight (48) and forty (40) hours, respectively, each of such weeks to be worked in shifts of eight (8) hours, each including crib time.

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

(c) Workers working underground shall work the hours provided in the Award No. 15 of 1939 for underground workers, made between the Lake View and Star, Limited, and others (applicants), and the Australian Workers' Union, Westralian Goldfields Mining Branch, Industrial Union of Workers and another (respondents).

Should the worker's service underground occupy less than the full underground shift of seven (7) hours twelve (12) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having performed six (6) minutes' additional service in respect of each hour's absence from the surface on duty; and, at the employer's option, this may be adjusted by allowing time off duty corresponding to such credited additional service.

(d) By agreement between an employer and the union, the hours of work may in his case be worked under a roster, which shall provide for an average of forty-four (44) hours per week spread over a period of three (3) weeks.

6.—Overtime.

(a) For all work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Repairs to the machinery of the employer which is broken down and has caused a stoppage of operations shall be paid for at time and a half for Sundays and holidays.

(c) Work done on Sundays or on Christmas Day, Easter Monday, or Labour Day, shall be paid at double time. With respect to workers under this Award working more than one (1) shift, any worker whose ordinary rotation shift falls on a Sunday or on any of the above-mentioned holidays, may be employed at ordinary time. Any shift worker required to work more than six (6) shifts consecutively shall be paid for the seventh shift at double time.

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

(e) When a worker is required to continue working after the usual knock-off time for more than one (1) hour, without having been notified on the previous day, he shall be provided with any meal required, or shall be paid two shillings (2s.) in respect of any such meal required.

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

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

(h) When computing overtime, any District Allowance shall not be computed as an addition to the day's pay.

(i) Systematic overtime shall not be worked. Overtime shall be considered systematic when two (2) weeks' continuous overtime has been worked. No worker shall be permitted to work more than twenty-four (24) hours' overtime in any one week: Provided that this subclause shall apply only within a radius of twenty-five (25) miles from Kalgoorlie Town Hall and shall not apply to cases where, after application to the secretary of the applicant union, extra competent labour is not available.

Provided, however, that this subclause shall not apply to those cases where overtime is occasioned by some cause beyond the employer's control.

7.—Holidays.

(a) Each worker shall be entitled to twelve (12) days' annual leave on full pay, or, should the period of continuous employment be less than one year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer: Provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause: Provided further, that by agreement between the employer and the worker, leave may be allowed to accumulate for two (2) years.

(b) The amounts to be paid under subclause (a) shall be calculated at the rate prevailing at the time the payment is made.

(c) The following shall be holidays:—Christmas Day, Easter Monday, and Labour Day. If Christmas Day falls on a Sunday, the following Monday shall be kept. These days, if not worked, shall not be paid for.

(d) The provisions as to annual leave shall not apply to casual workers.

(e) Any worker who has taken part in a strike (including a slow strike), or a general or sectional stoppage of work unauthorised by the employer, during the period of service in respect of which the above-mentioned annual holidays are granted, shall forfeit one day of such annual holidays for every day or part of a day during which he takes part in a strike, or in such unauthorised stoppage of work, including a stoppage because of a fatal accident in the mine, except in the case of those workers working in the same shift and the same level as the deceased, who desire to attend the funeral and so notify the employer.

(f) 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 provisions of clause 9 hereof, shall not count for the purpose of determining his right to holidays.

8.—Weekly Hiring.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 9, or such absence is on account of holidays, to which the worker is entitled under the provisions of the Award.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be 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.

9.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half ($\frac{1}{2}$) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

(c) No worker shall be entitled to the benefits of this clause, unless he produces proof satisfactory to his employer of sickness.

10.—Shifts.

Men, other than relief men, working shifts not subject to weekly rotation, shall be paid for each shift, other than day shift, at the rate of time and a quarter.

11.—Payment of Wages.

Payment of wages shall be fortnightly. For mines situated at Kalgoorlie and Boulder pay day shall be on Friday, the pay period to end on the Tuesday preceding such pay day. Pay day at other mines shall be on a day mutually agreed upon between the employer and the workers concerned, and the customary period shall be allowed between the closing of the pay period and the pay day. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work, or within one hour of the opening of the mine office, if such office was closed at the time of his ceasing work, whenever same is practicable.

12.—Record Book.

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week. The said book shall be open to the authorised representative of the union at any time during working hours, and he shall be allowed to take necessary extracts therefrom.

Provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

13.—Representative Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the union shall be permitted to

interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

14.—Under-rate Workers.

(1) 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.

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

(3) 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.

15.—Piecework.

(a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The union may, during the currency of the Agreement, apply to the Court for the correction or regulation of any piecework rate, time bonus rate, task rate, or any other system of payment by results.

16.—Definitions.

"Casual worker" means any worker whose services are dispensed with by the employer before he shall have completed six (6) days of his engagement.

17.—University Students.

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

18.—Apprentices.

(a) The provisions of Schedule I. hereto, marked "Apprenticeship Regulations," subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Agreement.

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

(c) If the apprentice be employed on a mine and the mine ceases any operations in which the apprentice is engaged, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be *prima facie* evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.

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

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

(f) Apprentices shall be allowed to the following:—
Bricklaying.

19.—Board of Reference.

(a) The Court appoints, for the purposes of the Agreement, a Board of Reference for each mine. Each Board shall consist of a chairman, who shall be a person selected by the representatives of the parties, if such be agreed upon, or, failing such agreement, the Warden or Resident Magistrate, if agreeable and willing to act, and, if not, a Government Inspector of Mines and two (2)

other representatives, one to be the manager of the mine in which the difference or dispute arises, or his nominee, representing the employer, and the other a representative of the union appointed for such purpose by the union, which may at any time by notification to the employer and the Registrar, change such representative.

(b) There shall be assigned to such Board the functions of:—

- (i) Deciding matters specifically referred to in the Agreement 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 Agreement, or any of them;
- (iii) deciding all matters and questions referred to in the Agreement 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 Agreement (regulation 92).

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

(e) The term "manager" includes the person acting as such for the time being.

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

The Common Seal of the Operative Bricklayers and Rubble Wallers' Industrial Union of Workers, Perth, W.A., was hereto affixed in the presence of—	}	LEWIS ALFRED HARRISON, President. BENJAMIN GEORGE DEERING, Secretary.
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Signed for and on behalf of Lake View and Star, Limited, in the presence of—	}	J. F. THORN, Attorney.
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Ethd. C. Rosman.

Signed for and on behalf of the Great Boulder Proprietary Gold Mines, Limited, in the presence of—	}	E. FAYE, Attorney.
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W. Rae.

Signed for and on behalf of Boulder Perseverance, Limited, in the presence of—	}	J. E. MANNERS, Attorney.
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Russell Henry.

Signed for and on behalf of the Wiluna Gold Mines, Limited, in the presence of—	}	A. J. ETHELL, Secretary.
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N. Wilson.

SCHEDULE I.

Apprenticeship Regulations.

Definitions.

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

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

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

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

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

Advisory Committee.

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

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

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

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

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

Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian or apprentice shall enter into any agreement

or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

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

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

Extension of Term.

22. Subject to regulation 37, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original

term in the apprenticeship agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

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

Technical Education Classes.

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

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

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

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

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

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

Examinations.

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

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

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

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

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

Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

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

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

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

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

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

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

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

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

Lost Time.

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

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

Form A.

To

The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School.

(Reg. 28 (b)).

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

Year of experience.....

Stage.....per cent.

.....per cent.

.....per cent.

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

Registrar.

Form E.

Final Certificate.

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

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

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

THIS AGREEMENT made this.....day of.....19 .. BETWEEN.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Other conditions:—

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

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

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

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

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

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

 Registrar.

INDUSTRIAL AGREEMENT.

(No. 18 of 1940.)

Engine-drivers—Brickworks.

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this 31st day of October, one thousand nine hundred and forty, between the Metropolitan and South-Western Federated Engine-drivers and Firemen's Union of Workers of Western Australia (hereinafter called "the union"), of the one part, and L. Whiteman, Limited; and the Metropolitan Brick Co., Limited (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.—Area.

This Agreement shall have effect over the area comprised within a radius of eighty (80) miles from the General Post Office, Perth.

2.—Scope.

This Agreement shall apply to the workers referred to in clause 12 hereof employed in the Brickmaking Industry.

3.—Term.

This Agreement shall take effect from the date hereof and shall continue in force for a period of one (1) year.

4.—Hours.

Except as otherwise provided in this Agreement, the following shall apply:—

(a) Forty-four (44) hours shall constitute a week's work. This provision shall be deemed to have been complied with if eighty-eight (88) hours are worked in a fortnight or one hundred and thirty-two (132) hours are worked in three weeks.

(b) The hours of work, except where shifts are worked, shall be performed as follow:—Monday to Friday, inclusive, between 7 a.m. and 5.30 p.m.; Saturday, between 7 a.m. and 12.15 p.m.

(c) At the option of the employer, the ordinary week's work may be worked in five (5) days.

(d) Except where a five (5) day week is worked, the ordinary day's work shall not exceed eight (8) hours, Monday to Friday, inclusive, and four (4) hours on Saturday.

(e) Where two (2) or more shifts in any one day are worked, the hours of shift workers shall be such as are mutually agreed upon between the employer and the union. Failing agreement, the hours of shift workers shall be fixed by the Board of Reference.

5.—Overtime and Holiday Rates.

(a) Overtime shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Time and a half shall mean one half day's wages, in addition to the prescribed minimum rate, or *pro rata*, if there is more or less than a day.

(c) All work done on Sundays by day workers shall be paid for at the rate of double time and by shift workers at the rate of time and a half. All work performed on Good Friday, Anzac Day, Labour Day, Christmas Day, and Boxing Day shall be paid for at the rate of double time.

(d) Work done in the meal hours, or any portion thereof, subject to the provisions of clause 6 hereof, shall be paid for at the rate of double time, but this shall not apply to cases involving completion of work commenced before the lunch hour and not occupying more than thirty (30) minutes from the commencement of the lunch hour, in which case the lunch hour shall be extended by thirty (30) minutes beyond the ordinary time.

(e) Double time shall mean one (1) day's wages in addition to the prescribed minimum rate or, *pro rata*, if there is more or less than a day.

(f) Nothing in this Agreement shall entitle the worker working any overtime, either on week days or on Sundays or holidays, to more than twice the ordinary rate of pay.

6.—Crib Time.

Crib time for shift workers shall be taken at such time as not to cause a stoppage of work, and no deduction shall be made therefore from the employees' wages.

7.—Holidays.

(a) Subject as hereinafter provided, twelve (12) days' holiday per annum on full pay shall be granted to each worker.

(b) Good Friday, Easter Monday, Anzac Day, Labour Day, or the days observed in lieu and the day on which the brickyard employees hold their picnic day, shall constitute five (5) of such twelve (12) holidays. The remaining seven (7) days' holiday shall be taken between the 23rd day of December and the 2nd day of January, inclusive.

(c) Holiday pay shall be limited to twelve (12) days per annum.

(d) A worker employed for more than one (1) week and less than twelve (12) months shall be paid holiday pay in proportion as his length of service is to the full year's employment.

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

(f) Holiday pay shall not accrue during a worker's absence from his employment for any cause whatsoever.

8.—Men Recalled.

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

9.—Mixed Functions.

A worker who is required to do work which is entitled to a higher rate under this Agreement than that which he usually performs shall be entitled to payment at the higher rate whilst so employed.

10.—Absence Through Sickness.

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

11.—Time and Wages Book.

Each employer shall keep a time book or sheets, or cards, showing the names of the workers, the number of hours worked, the rates of pay and the wages paid to each worker from week to week, and the secretary of the union, or any official thereof authorised by the union, shall be allowed at all reasonable times to inspect such records so far as they relate to any member or members of the union.

12.—Wages.

	Within a 15-mile radius of the G.P.O., Perth.			Outside a 15-mile radius of the G.P.O., Perth, but within the South-West Land Division.		
	£	s.	d.	£	s.	d.
(a) Basic wage—						
Adult males	4	5	4	4	6	6
						Margin per Week.
(b) Drivers of excavators	..	..		1	10	0
(c) Firemen: One (1) boiler	..	..		0	7	6
Two (2) boilers	..	..		0	9	0
Three (3) boilers	..	..		0	10	6
(d) Cleaners of Boilers:—Any person engaged inside the gas or water space of a boiler, flue, or economiser which, when working is under pressure, in cleaning or						

scraping work, shall be paid ninepence (9d.) per hour in addition to his ordinary or overtime rate of pay, as the case may be, whilst so employed.

13.—Existing Customs.

Except where specially altered by this Agreement, existing customs in the industry shall continue: Provided that oiling-up shall not be included under this clause.

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

The Common Seal of the Metropolitan and South-Western Federated Engine-drivers and Firemen's Union of Workers of Western Australia was hereunto affixed in the presence of:—	H. ILES, President.
	G. A. BRADSHAW, Secretary.
Signed for and on behalf of L. Whiteman, Limited, in the presence of:—	L. WHITEMAN, Director.
	M. H. J. Otto, J.P.
Signed for and on behalf of Metropolitan Brick Co., Limited, in the presence of:—	Metropolitan Brick Coy., Ltd., J. H. BROOKING, Secretary.
	L. G. Stewart.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 323 of 1940.

In the matter of the Industrial Arbitration Act, 1912-1935, and in the matter of an Application under section 11 of the said Act for consent to change name.

UPON hearing Mr. G. F. Gill, on behalf of The Metropolitan Electrical Suppliers and Contractors' Association of Western Australia (union of employers), there being no appearance 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 hereby order that the name of The Metropolitan Electrical Suppliers and Contractors' Association of Western Australia (union of employers) be changed to The Electrical Contractors' Association of Western Australia (union of employers).

Dated this 15th day of November, 1940.

By the Court,

(Seal) (Sgd.) WALTER DWYER,
President.

WESTERN AUSTRALIAN GOVERNMENT RAILWAYS.

C.A. /G. 9117 (10); R. 75/39.

IT is notified, for general information, that with the approval of the Minister, as required by section 22 of the Government Railways Act, 1904-1933, the following alterations and additions have been made to the scales of charges now appearing in the Coaching Rates Book dated 1st December, 1925, and in the Goods Rates Book dated 1st March, 1935:—

Coaching Rates Book.

Page 98: from 27-9-40: Picture Films and Dises:—The concession of 50 per cent. on return journey to Perth for the entire length of the Midland Railway, under the conditions specified previously, is extended to 30th September, 1941.

Page 107: from 5-10-40: Bicycles, Tricycles, Bath Chairs, Perambulators, etc.:—Insert "Children's chairs, and also folding cots, will be carried under the same conditions as children's perambulators and go-carts."

Page 108: from 5-10-40: Paragraph 12:—Insert "This will not apply in the case of passengers accompanied by a child's chair or folding cot, in addition to a pram or go-cart, in which cases half rates will operate. When unaccompanied, the full rates will apply."

Goods Rates Book.

Page 34: from 5-10-40: Insert:—Fumigating powder for extermination of insect pests—Class "M."

Page 120: from 27-9-40: Private Companies' Lines:—Delete—Claymore—Millar's T. & T. Co., Ltd.

Page 173: from 13-9-40: Shunting Charges, Boulder:—Delete—Associated G.M. Co., Ltd.

Page 179: from 20/9/40: Shunting Charges, Busselton:—Delete Millar's T. & T. Co., Ltd., Claymore.

Page 203: from 27-9-40: Witchliffe—Carriage and Horse column:—Insert "Yes."

8/10/1940.

J. A. ELLIS,
Commissioner of Railways.

THE COMPANIES ACT, 1893.

J. Wildridge & Sinclair Pty., Limited.

NOTICE is hereby given that the Registered Office of J. Wildridge & Sinclair Pty., Limited, is situate at 404 Murray street, Perth, where all legal proceedings may be served upon and all notices addressed or given to the Company.

L. W. ROBERTS,
Attorney in Western Australia for
J. Wildridge & Sinclair Pty., Limited.

THE COMPANIES ACT, 1893.

Lewis Gas Producer Company, Limited.

NOTICE is hereby given that the Registered Office of Lewis Gas Producer Company, Limited, is situated at 334 Beaufort street, Perth, and is open and accessible to the public on all week days (except Saturdays and public holidays) from 10 a.m. till 5 p.m. and from 10 a.m. to noon on Saturdays.

Dated this 22nd day of November, 1940.

RICHARD S. HAYNES & CO.,
Solicitors for the Company

IN THE MATTER OF THE COMPANIES ACT, 1893
and in the matter of Swantex Knitting Mills Limited.

NOTICE is hereby given that, at an extraordinary general meeting of Swantex Knitting Mills, Limited, duly convened and held at the Registered Office of the Company, 263 Hay street, Subiaco, at 8 p.m., on the 21st November, 1940, a special resolution was duly passed:—That Swantex Knitting Mills, Limited, be wound up voluntarily under the provision of the Companies Act, 1893, and that Wemyss Manley Guthrie, Chartered Accountant (Aust.), 62 St. George's terrace, Perth, be appointed Liquidator.

Dated this 22nd day of November, 1940.

C. E. TILCHENER,
Chairman.

Western Australia.

THE COMPANIES ACT, 1893-1938.

Yalgoo Gold Areas, Limited.

NOTICE is hereby given that Thomas Butement, of "Avalon," Kalamunda, near Perth, in the State of Western Australia, Mining Engineer, is now the Attorney of the abovenamed Company in the said State, the Power of Attorney dated the 22nd day of June, 1939, in favour of Ernest Arthur Manners having been revoked. The Registered Office of the Company is as heretofore situate at care of Ford, Rhodes & Davies, Second Floor, St. George's House, St. George's terrace, Perth.

Dated the 26th day of November, 1940.

PARKER & PARKER,
Solicitors in Western Australia for the abovenamed Company, 21 Howard street, Perth.

BARNETT BROS., LIMITED.

NOTICE is hereby given that, at an extraordinary general meeting of the abovenamed Company, held at its Registered Office, Howard street, Perth, on Friday, the 22nd day of November, 1940, the subjoined special resolution was duly passed, viz:—That the Company be wound up voluntarily and that Mr. William Hayes, of St. George's terrace, Perth, Accountant, be appointed Liquidator for the purposes of such winding up.

Dated the 22nd day of November, 1940.

C. BARNETT,
Chairman of the meeting.

(Note.—The above Company has no connection with Barnett Bros. (1934), Limited, carrying on business at 203 Hay street, Perth; Barnett Bros. (1934) Limited, is carrying on business there as usual.)

Unmack & Unmack, of Whitnell Chambers, Howard street, Perth, Solicitors for the Company.

IN THE MATTER OF THE COMPANIES ACT,
1893-1938.

NOTICE is hereby given that, under the provisions of section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Lewis Gas Producer Company, Limited.

Dated this 22nd day of November, 1940.

G. J. BOYLSON,
Acting Registrar of Companies.
Supreme Court Office, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT,
1893-1938.

NOTICE is hereby given that, under the provisions of section 20 of the above Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to S. W. Clarke, Limited.

Dated this 18th day of November, 1940.

G. J. BOYLSON,
Acting Registrar of Companies.
Supreme Court Office, Perth, W.A.

Western Australia.

THE ASSOCIATIONS INCORPORATION ACT,
1895.

I, JOHN PATRICK SHEEDY, of 38 Ninth avenue, Maylands, Departmental Manager, a Trustee of the Perth Football Club, do hereby give notice that I am desirous that such Club should be incorporated under the provisions of the Associations Incorporation Act, 1895.

Dated the 20th day of November, 1940.

J. P. SHEEDY.

The following is a copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act:—

Memorial of Perth Football Club, filed in pursuance of the Associations Incorporation Act, 1895:—

1. Name of Institution—Perth Football Club.
2. Object or Purpose of the Institution—To foster the Australian National Game of Football and provide facilities for the playing of the game.
3. Where Situated or Established—Perth, Western Australia. The Club Room is situated at the West Australian Cricket Association Grounds, Perth.
4. The Name or Names of the Trustee or Trustees—Harold Alfred Doust; John Patrick Sheedy.
5. In whom the Management of the Institution is vested and by what means (whether by deed settlement or otherwise)—By the rules of the Club the management is vested in a Committee of Management consisting of the President, three Vice-Presidents as *ex officio* members, the Hon. Treasurer, Hon. Secretary, seven non-playing members and two playing members.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Kenneth Durward Messer, late of No. 6 Bindaring parade, Claremont, but formerly of Minnie Creek Station, Carnarvon, in the State of Western Australia, Pastoralist, 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 thereof in writing to the Executor The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, on or before the 30th day of December, 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 it shall then have had notice.

Dated the 22nd day of November, 1940.

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

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Charles James Lee Steere, late of Forrest street, Cottesloe, in the State of Western Australia, Gentleman, 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 thereof in writing to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 30th day of December, 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 it shall then have had notice.

Dated the 22nd day of November, 1940.

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

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil of Henry John Pagelsan, late of 36 Blencowe street, West Leederville, in the State of Western Australia, Retired Grocer, 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 thereof in writing to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 30th day of December, 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 it shall then have had notice.

Dated the 22nd day of November, 1940.

PARKER & PARKER,
21 Howard street, Perth, Solicitors for the
Executor of the Will and Codicil of the
said deceased.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Roy James Meares, late of Upper Blackwood, in the State of Western Australia, Farmer, deceased (intestate).

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are required to send particulars thereof in writing to the Administrator, The Perpetual Executors, Trustees and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, on or before the 30th day of December, 1940, after which date the said Administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which the Company shall then have had notice.

Dated this 25th day of November, 1940.

LOHRMANN & TINDAL,
89 St. George's terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Errol Walter Kingsley McLennan, late of Youanmi, in the State of Western Australia, Miner, deceased (intestate).

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Administrator, the West Australian Trustee, Executor, and Agency Company, Limited, 135 St. George's terrace, Perth, on or before the 30th day of December, 1940, after which date the Administrator will distribute the Estate among the persons entitled thereto, and will not be liable in respect of any claims or demands of which it shall not then have had notice.

Dated the 18th day of November, 1940.

JOSEPH, MUIR & WILLIAMS,
A.N.A. House, St. George's terrace, Perth,
Solicitors for the Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Clara Annetta Maude Trenaman, late of 21 Edward street, Nedlands, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are required to send particulars thereof in writing to the Executor, Joseph Hyem Abrahams, care of Messrs. Lohrmann & Tindal, 89 St. George's terrace, Perth, on or before the 30th day of December, 1940, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which he shall then have had notice.

Dated this 22nd day of November, 1940.

LOHRMANN & TINDAL,
89 St. George's terrace, Perth, Solicitors for the
Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Richard Parrott Sanderson, late of 32 Kennedy street, Maylands, in the State of Western Australia, School Teacher, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby requested to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 30th day of December, 1940, after which date the Executor will distribute the assets of the deceased amongst the persons entitled thereto, having regard only to those claims and demands of which it shall then have had notice.

Dated the 25th day of November, 1940.

RUSE & SHILLINGTON,
Withnell Chambers, Howard street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil of Lydia Eliza Raisbeck, late of "Lyndale," 60 St. Leonard's avenue, West Leederville, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the above Estate are hereby requested to send in particulars thereof in writing to the Executors of the Will of Lydia Eliza Raisbeck, deceased, care of the undersigned, on or before the 30th day of December, 1940; and, further, that at the expiration of the last-mentioned date, the said Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice.

Dated this 25th day of November, 1940.

NICHOLSON AND NICHOLSON,
of the Bank of Adelaide Chambers, St.
George's terrace, Perth, Solicitors for the
Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Edson Ledger, late of 38 Joel terrace, Mt. Lawley, in the State of Western Australia, Engineer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of Edson Ledger, late of 38 Joel terrace, Mount Lawley, in the State of Western Australia, Engineer, deceased, are requested to send particulars thereof in writing to the Executors, care of the undersigned, on or before the 30th day of December, 1940, after which date they will proceed to distribute the Estate of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they then shall have had notice.

Dated this 20th day of November, 1940.

JACKSON, McDONALD, CONNOR & AMBROSE,
of C.M.L. Buildings, 53 St. George's terrace,
Perth, Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John McFarlane Miller, late of Shackleton, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed John McFarlane Miller, deceased, are required to send particulars thereof in writing to the Executor, the West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 30th day of December, 1940, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which it shall then have had notice.

Dated this 19th day of November, 1940.

V. O. FABRICIUS,
of 56 A.M.P. Chambers, William street, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Massey, formerly of 58 Norfolk street, North Perth, in the State of Western Australia, but late of 181 Walcott street, Mount Lawley, in the said State, Wood Merchant and Carrier, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are required to send particulars of their claims or demands in writing to the Executor, care of the undersigned, on or before the 30th day of December, 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 he shall then have had notice.

Dated the 21st day of November, 1940.

E. LEO HAYWOOD,
of Perpetual Trustees Building, St. George's terrace, Perth, Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the Will of Harold John Evans, late of Mandurah, in the State of Western Australia, retired Government Employee, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the Estate of the abovenamed deceased are requested to send particulars in writing thereof to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 30th day of December, 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 said Company shall then have had notice.

Dated this 21st day of November, 1940.

SHAW & SHAW,
National Mutual Buildings, 81 St. George's terrace, Perth, Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Richard Hearthen, late of 128 Tenth avenue, Inglewood, in the State of Western Australia, Retired Pastoralist, deceased.

TAKE notice that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars in writing of such claims and demands to The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 30th day of December, 1940, after which date the Executor will proceed to distribute the

assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands of which it shall then have received notice.

Dated the 25th day of November, 1940.

UNMACK & UNMACK,
Solicitors for the Executor,
Withnell Chambers, Howard street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and First Codicil thereto of George Sturgeon Harvey, late of The Esplanade, South Perth, in the State of Western Australia, Merchant and Company Director, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are required to send full particulars in writing thereof to the Executors, The Perpetual Executors, Trustees and Agency Company (W.A.), Limited, of corner of Howard street and St. George's terrace, Perth, on or before the 30th day of December, 1940, after which date the Executors will distribute the estate amongst the persons entitled thereto, without the liability in respect of any claims or demands of which they shall not then have had notice.

Dated the 22nd day of November, 1940.

VILLENEUVE SMITH & KEALL,
of 23 Barrack street, Perth,
Solicitors for the abovementioned Executors.

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, on the 29th day of November, 1940, the following Order in Council was authorised to be issued:—

The Rights in Water and Irrigation Act, 1914-1939.

ORDER IN COUNCIL.

WHEREAS it is enacted by section 44 of the Rights in Water and Irrigation Act, 1914-1939, that in the event of the water available to an Irrigation Board for supply falling short of the quantity necessary to supply water in sufficient quantity to be of practical service to all consumers the Governor may, whenever and as often as he is satisfied of the actual or approaching insufficiency of such supply, from time to time make, alter, and repeal Orders in Council regulating the order of priority in which and the quantities with which the various consumers shall be entitled to be supplied: And whereas His Excellency the Lieutenant-Governor is satisfied that the water available to the Waroona Irrigation Board for supply to consumers in the Waroona Irrigation District at present falls short of the quantity necessary to supply water in sufficient quantity to be of practical service to all the said consumers: Now, therefore, His Excellency the Lieutenant-Governor, acting with the advice and consent of the Executive Council and in exercise of the powers in this behalf conferred upon him by the said Act, doth hereby declare and direct that, until this present Order in Council is altered or revoked the water available to the said Waroona Irrigation Board for supply to consumers in the Waroona Irrigation District shall, to the extent to which it is available, be supplied to the said consumers in the following order of priority and in the following quantities, that is to say:—Firstly, to those consumers who require water for the irrigation of permanent pastures and the watering of stock grazing or kept thereon, and in such quantity as may in the opinion of the Board be necessary for the sufficient irrigating of such pastures and the sufficient watering of such stock: Secondly, to those consumers who prior to the 15th day of October, 1940, had planted potatoes in an area not exceeding in all 54 acres, and who require water for the watering of such potatoes and in such quantity as may in the opinion of the Board be necessary for the sufficient watering of such potatoes: and thirdly, to all other consumers who require water for purposes of irrigation, and in such quantities as in the opinion of the Board are available for such purpose.

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

LICENSING ACT, 1911-1939.

Crown Law Department,
Perth, 29th November, 1940.

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor in Executive Council has approved of a special sitting of the Greenough Licensing Court being held at the Geraldton Court House on 19th December, 1940, and that

the Licensing Magistrates have, with the approval of the Hon. Minister for Justice, under the provisions of subsection (7) of section 21, delegated to the Stipendiary Magistrate, Geraldton, their powers, authorities, duties, and functions relating to the removal of licenses for the said special sitting.

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

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 30th day of December, 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 28th day of November, 1940.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation
Wilson, John Bendigo	1-10-40	22-11-40	formerly of Fremantle but late of Nedlands	Labourer
Nilson, Johan (also known as John Nelson)	6-10-40	..	16 Collie street, Fremantle ...	Seaman
Foley, Michael	25-5-40	26-11-40	Mimivale	No occupation
Dixon, Thomas	10-9-40	..	Ora Banda	Contractor
Morrison, Margaret Jane	30-9-40	..	formerly of 33 Oxford street, Leederville, but late of Fremantle	Widow
Phipps, Esther	9-7-40	..	formerly of Glen Forest but late of Fremantle	Spinster
Oleson, Thomas Hauff	27-7-40	..	Onslow	Seaman
Hewlett, Caroline Alice (also known as Caroline Alice Campfield)	26-7-40	27-11-40	Fremantle	Widow
Johuson, Emily Eliza	31-7-40	..	formerly of Palmyra but late of Fremantle	Widow
Payne, Sophia	7-8-40	..	formerly of Cottesloe but late of Fremantle	Spinster

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