



# Government Gazette

OF

## WESTERN AUSTRALIA.

[Published by Authority at 3.30 p.m.]

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

No. 32.]

PERTH : FRIDAY, JULY 11.

[1941.

### ROYAL COMMISSION

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.

To The Honourable Emil Nulsen, M.L.A.; and Arthur Valentine Rutherford Abbott, Esq., M.L.A.; Aloysius Joseph Rodoreda, Esq., M.L.A.; Arthur Frederick Watts, Esq., M.L.A., and The Honourable Harold Seddon, M.L.C.; The Honourable Leslie Craig, M.L.C.; The Honourable Alexander Thomson, M.L.C., and The Honourable Gilbert Fraser, M.L.C.

I, THE said Lieutenant-Governor, acting with the advice and consent of the Executive Council, do hereby appoint you Emil Nulsen, Arthur Valentine Rutherford Abbott, Aloysius Joseph Rodoreda, Arthur Frederick Watts, Harold Seddon, Leslie Craig, Alexander Thomson, and Gilbert Fraser to be an honorary Royal Commission, without payment of remuneration, to do the following things, namely:—

1. To examine, inquire into, consider and report generally upon the provisions of the Bill for an Act to consolidate and amend the Law relating to Companies and for other purposes now before the Legislative Assembly in the Parliament of Western Australia;
2. To do such other acts, matters and things in relation to the said Bill as you might or could do as a joint select committee of the Legislative Assembly and the Legislative Council of the Parliament of Western Australia pursuant to the resolutions thereof referring the said Bill to you as such Select Committee;
3. To consider and make any recommendation in relation to the amendment of the provisions of the said Bill, the deletion therefrom of any of the said provisions or the insertion therein of any further provisions, which in the opinion of the Commission are justified or warranted by any of the inquiries and investigations made under paragraphs 1 and 2 hereof.

And I hereby appoint you the said Emil Nulsen to be Chairman of the said Commission.

And I declare that you shall, by virtue of this Commission, be a Royal Commission within the Royal Commissioners' Powers Act, 1902, as reprinted in the Appendix to the Sessional Volume of the Statutes for the year 1928, and that you shall have the powers of a Royal Commission or the chairman thereof under the Act.

And I hereby request you, as soon as reasonably may be, to report to me in writing the result of this your Commission.

Given under my hand and the Public Seal of the said State, at Perth, this 9th day of July, 1941.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,  
Premier.

GOD SAVE THE KING !!!

Prorogation of Parliament.

### 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 the Constitution Act, 1889, it is provided that it shall be lawful for the Governor to prorogue the Legislative Council and the Legislative Assembly from time to time, by Proclamation or otherwise, whenever he shall think fit: Now, therefore I, the said Lieutenant-Governor, in exercise of the power conferred by the said Act, do hereby prorogue the Legislative Council and the Legislative Assembly until Thursday, the 31st day of July, 1941.

Given under my hand and the Public Seal of the said State, at Perth, this 9th day of July, 1941.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,  
Premier.

GOD SAVE THE KING !!!

Parliament Summoned to meet for Business.

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 under the provisions of the Constitution Act, 1889, it is made lawful for the Governor of Western Australia to fix the time and place for the holding of the first and every other session of the Legislative Council and Legislative Assembly: And whereas the Legislative Council and the Legislative Assembly now stand prorogued until the 31st day of July, 1941: Now, therefore I, the said Lieutenant-Governor, in exercise of the powers conferred by the said Act, do by this my Proclamation announce and proclaim that the Third Session of the Seventeenth Parliament shall be holden for the dispatch of business on Thursday, the 31st day of July, 1941, at the hour of 3 o'clock in the afternoon, in the House of Parliament, in the City of Perth; and Members of the Legislative Council and Members of the Legislative Assembly are hereby required to give their attendance at the said time and place accordingly.

Given under my hand and the Public Seal of the said State, at Perth, this 9th day of July, 1941.

By His Excellency's Command,

(Sgd.) J. WILLCOCK,  
Premier.

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council, held in the Executive Council Chamber, at Perth, this 9th day of July, 1941, the following Orders in Council were authorised to be issued:—

Public Works Act, 1902-1933.

Government Road Access to State Forest No. 38 East of Manjimup.

ORDER IN COUNCIL.

P.W. 1054/39; Ex. Co. No. 1335.

IN pursuance of the powers conferred by section 11 of the Public Works Act, 1902-1933, His Excellency the Lieutenant-Governor, acting by and with the advice and consent of the Executive Council, doth hereby authorise the Honourable Minister for Works to undertake, construct, or provide Government Road Access to State Forest No. 38 east of Manjimup, on the land shown coloured green on Plan P.W.D., W.A. 29343—2 sheets (L.T.O. Diagrams 11864 and 11865), which may be inspected at the Office of the Minister for Works, Perth.

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

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

ORDER IN COUNCIL.

M.W.S. 57/40.

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 (City of Perth), Floreat Park District—Reticulation Area No. 25, Subiaco:—Proposed 15-inch, 12-inch, 6-inch, and 4-inch diameter pipe sewers, with manholes and all other apparatus connected therewith, between Grantham street and Salvado road and Sunnyside road and Everton street, as shown in green on Plan M.W.S.S. & D.D., W.A. No. 6612.

This Order in Council shall take effect from the 9th day of July, 1941.

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

Traffic Act, 1919-1935.

Municipality of Busselton.

ORDER IN COUNCIL.

P.W. 998/36.

HIS Excellency the Lieutenant-Governor, acting by and with the advice and the consent of the Executive Council, hereby makes the following Order under the authority of section 48 of the Traffic Act, 1919-1935, namely that in pursuance of clause (1) of paragraph (vii) of subsection (1) of section 46 of the said Act, the Municipality of Busselton is hereby empowered to make by laws prohibiting the passage of heavy or obstructive traffic over any specified road, either generally or during certain months of the year.

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

JUSTICES OF THE PEACE.

Premier's Department,  
Perth, 10th July, 1941.

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

Dudley Keith House, Esquire, of "Privett," Gnowangerup, as a Justice of the Peace for the Stirling Magisterial District;

Horace Oliver Pollard, Esquire, of "Bannister," vi Boddington, as a Justice of the Peace for the William Magisterial District.

*Ex officio* JUSTICE OF THE PEACE.

Premier's Department,  
Perth, 8th July, 1941.

IT is hereby notified, for public information, that Walte Gilbert Kensitt, Esquire, Chairman of the Nedland Road Board, has been appointed, under section 9 of the Justices Act, 1902-1936, as a Justice of the Peace for the Perth Magisterial District, during his term of office as Chairman of the Board.

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

AUDIT ACT, 1904.

The Treasury,  
Trsy. No. 13/40. Perth, 10th July, 1941.

IT is hereby published, for general information, that Mr. L. M. Price has been appointed a Certifying Office for the Railway Department as from 20th June, 1941 and the appointment of Mr. D. J. Brown cancelled as from the same date.

A. J. REID,  
Under Treasurer.

Office of the Public Service Commissioner,  
Perth, 10th July, 1941.

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

Ex. Co. 1213; P.S.C. 504/41:—K. H. Parker, Mining Registrar, Southern Cross, Mines Department, to be Resident Magistrate and Warden, Cue, Crown Law Department, as from 3rd July, 1941;

Ex. Co. 1352; P.S.C. 364/39:—Elaine Mary Beatrix Shapecott, under section 28 of the Public Service Act to be Junior Typiste, Public Works Department, as from 5th December, 1940;

Ex. Co. 1352; P.S.C. 361/39:—John Parry, under section 28 of the Public Service Act, to be Junior Clerk Kalgoorlie, Public Works Department, as from 1st December, 1940.

Also of the acceptance of the following resignations—  
Ex. Co. 1352:—E. J. Cahill, Clerk-Typist, Police Department, as from 11th July, 1941;

Ex. Co. 1035:—C. G. Brown, Typist, Public Service Commissioner's Office, as from 25th June, 1941.

GEO. W. SIMPSON,  
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Lands and Surveys ... ..	Clerk, Accounts Branch (Item 340) ... ..	Class 9, £294—£306	1941. 12th July.
Mines ... ..	Mining Registrar, Wiluna (Item 573) ‡ ... ..	Class 6, £378—£402	19th July.
Do. ... ..	Mining Registrar, Southern Cross§ ... ..	Class 6, £378—£402	do.
Crown Law ... ..	Clerk (Item 1361) ... ..	Class 9, £294—£306	do.
State Insurance Office ... ..	Assistant Manager*   ... ..	£630—£735	do.
Crown Law ... ..	Solicitor General's Office (Item 1387) ... ..	Class 7, £342—£366	26th July.
Mines ... ..	Assistant Government Mineralogist and Analyst*† ... ..	£666—£780	31st July.

\* Applications are also called under Section 29.

† Applicants should possess a University Degree in Science, sound training in Mineralogy and Chemistry, pure and applied is desirable. Preference will be given to applicants who have had experience in Economic Mineralogy and Industrial Chemistry.

‡ Official quarters provided and rent charged; also allowance of £78 per annum for School of Mines work.

§ Official quarters provided and rent charged.

|| Applicants must outline in detail their general administrative and insurance experience, especially in regard to Workers' Compensation.

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.

AMENDMENTS TO CLASSIFICATION.

THE following adjustments have been made to the Reclassification dated 1st January, 1941 :—

No.	No. on 1940 P.S. List.	Name.	Title.	Classification from 1st January, 1941.				Basic Wage Allowance.
				Class.	Min.	Max.	Salary.	
253	255	FORESTS DEPARTMENT. Stoate, T. N. ... ..	Senior Assistant Conservator	...	£ 699	£ 830	£ 830	£ 20
644	645	STATE INSURANCE OFFICE. Worboys, E. A. ... ..	Assistant Claims Clerk ...	6	378	402*	378	40
1251	1232	METROPOLITAN WATER SUPPLY DEPARTMENT. Bell, H. ... ..	Clerk (Internal Audit) ...	6	378	402*	378	40

\* Limit fixed £390.

10th July, 1941.

G. W. SIMPSON,  
Public Service Commissioner.

Crown Law Department,  
Perth, 10th July, 1941.

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

Roy Keith Gay as Acting Resident Magistrate and the assignment temporarily to the said Roy Keith Gay the Broome Court of Session, the Broome Local Court, and Broome Magisterial District during the absence of A. T. H. Jolly on other duties;

A. T. H. Jolly as Acting Resident Magistrate and the assignment temporarily to the said A. T. H. Jolly of the Port Hedland Court of Session, the Port Hedland Local Court and the Port Hedland Magisterial District during the absence of H. G. Dicks;

Kenneth Herbert Parker as Chairman of the Murchison and Murchison East Courts of Session, Magistrate of the Cue, Meektharra, Mount Magnet, Wiluna, and Yalgoo Local Courts and Resident Magistrate of the Murchison and Clifton Magisterial Districts;

Leslie William Stotter as Acting Magistrate of the Coolgardie, Laverton, Leonora, Norseman, and Southern Cross Local Courts and Acting Resident Magistrate of the Collier, Coolgardie, and Dundas Magisterial Districts, vice K. H. Parker transferred;

Harry Hale as Associate to Mr. Commissioner Davies, vice H. A. Craven-Smith-Milnes resigned.

LICENSING ACT, 1911-1939.

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor in Executive Council has approved of a special sitting of the Irwin Licensing Court being held at the Geraldton Court House on the 7th day of August, 1941, 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 Resident Magistrate, Geraldton, their powers, authorities, duties, and functions relating to the removal of licenses for the said special sitting.

## LICENSING ACT, 1911-1939.

IT is hereby notified, for public information, that the Hon. Minister for Justice has, under the provisions of section 25 of the Licensing Act, 1911-1939, appointed the Wednesday following the fourth Monday in the months of February, May, August, and November as the days for the sittings of the Murray-Wellington-Forrest Licensing Court held at the Pinjarra Court House in lieu of the dates previously appointed.

## ELECTORAL ACT, 1907-1940.

THE Hon. Minister for Justice has, in accordance with the provisions of section 99 of the Electoral Act, 1907-1940, appointed the Court House, Southern Cross, as the Chief Polling Place of the Yilgarn-Coolgardie District, in connection with the Legislative Assembly By-election to be held on Saturday, the 9th August, 1941.

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

Charles Henry Brown as Assistant Bailiff of the Midland Junction Local Court at Bassendean vice H. Dimond on sick leave.

THE Hon. Minister for Justice has approved of the undermentioned appointments and cancellations of appointment as Commissioners for Declarations under the Declarations and Attestations Act, 1913:—

Appointments:—John Cecil Dent, Esquire, of Nedlands; Alfred William Mussett, Esquire, of Forrest, Trans Line.

Cancellations:—George Ross Bartley, Lindsay Ronald Ferguson, Charles Kitchen, and Frederick John Stanley Thompson.

H. B. HAYLES,  
Under Secretary for Law.

Western Australia.

## THE ELECTORAL ACT, 1907-1940.

Legislative Assembly—District of Yilgarn-Coolgardie. IT is hereby notified, for general information, that I have this day received from His Excellency the Lieutenant-Governor a Warrant, under the provisions of section 66 of the abovementioned Act, authorising and directing me to proceed forthwith to issue a Writ for the election of one member to serve in the Legislative Assembly for the Yilgarn-Coolgardie District.

Pursuant to such Warrant I have this day issued a Writ accordingly, and the following dates have been appointed for the purposes of such election, viz.:—

1. For Nomination—Friday, the 25th day of July, 1941, at 12 o'clock noon;
2. For taking the Poll, in case of the Election being contested—Saturday, the 9th day of August, 1941.
3. For Return of Writ—Thursday, the 21st day of August, 1941.

Dated the 8th day of July, 1941.

C. B. MARSHALL,  
Clerk of the Writs.

Office of the Clerk of the Writs,  
62 Barrack street, Perth.

## THE HEALTH ACT, 1911-1937.

Appointments.

Department of Public Health,  
Perth, 4th July, 1941.

THE following appointments made by the undermentioned local health authorities are hereby approved:—

Wyndham Road Board:—Dr. H. H. Wilson to be Medical Officer of Health, vice Dr. K. Sweetman, resigned;

Collie Municipality:—A. V. Neale to be Health, Meat, and Food Inspector, vice W. P. Sutton, resigned.

EVERITT ATKINSON,  
Commissioner of Public Health.

## THE HOSPITALS ACT, 1927.

Appointments.

Department of Public Health,  
M.P.H. 191/29. Perth, 3rd July, 1941.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint W. J. Butler, John Leathlean, G. A. Falconer, S. G. Sippe, A. M. Buller, E. M. Allen,

and Squire Fletcher to be members of the Bruce Rock War Memorial Hospital Board for a period of six months commencing from the 1st August, 1941.

F. J. HUELIN,  
Under Secretary.

## HOSPITALS ACT, 1927.

Moora District Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore Moora Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the Model By-laws contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940, subject to the modifications described in the Schedule hereunder—

Schedule.

Private Ward—£1 ls. per week extra.

Passed at a meeting of the Moora Hospital Board this 15th day of February, 1941.

C. RYAN,  
Secretary.

## HOSPITALS ACT, 1927.

Morawa District Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, Morawa District Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the Model By-laws contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940, subject to the modifications described in the Schedule hereunder—

Schedule.

X-Ray screenings other than Workers' Compensation Act cases—12s. 6d.

X-Ray filmings other than Workers' Compensation Act cases—£1 ls. 0d.

Members of Friendly Societies, Railway and Tramway Fund, per day—7s. 6d.

Maternity cases—12s. per day.

Passed at a meeting of the Morawa District Hospital Board this 26th day of April, 1941.

(Sgd.) I. C. GRANVILLE,  
Secretary.

## HOSPITALS ACT, 1927.

Kondinin District Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said

Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Kondinin District Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Kondinin District Hospital Board this 28th day of May, 1941.

(Sgd.) KENNETH YOUNG,  
Secretary.

#### HOSPITALS ACT, 1927.

##### Warren District Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws; Now, therefore, the Warren District Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the Model By-laws contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940, subject to the modifications described in the Schedule hereunder:—

##### Schedule.

- X-Ray screenings—10s. 6d.
- X-Ray filmings—£1 1s.
- X-Ray filmings to Mill Funds—10s. 6d.
- Dental single negative (X-Ray)—5s.

Passed at a meeting of the Warren District Hospital Board this 22nd day of April, 1941.

(Sgd.) S. W. MARGERESON,  
Secretary.

#### HOSPITALS ACT, 1927.

##### Big Bell Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, Big Bell Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Big Bell Hospital Board this 7th day of April, 1941.

(Sgd.) K. R. APPLETON,  
Secretary.

At a meeting of the Board of Management of the Big Bell Hospital on the 7th day of April, 1941, the following resolution was passed:—

WHEREAS under the provisions of section 23 of the Hospitals Act, 1927, a Board may itself establish and manage a Medical Fund, the object of which shall be to secure for its subscribers medical attendance, hospital treatment, or other similar benefits; and may by by-laws provide for the regulation and control of such Fund: And whereas a Medical Fund has been established by the Board of Management at the Big Bell

Hospital: Now, therefore, the said Board of Management, acting pursuant to section 23 of the Hospitals Act, 1927, do hereby make by-laws for the regulation and control of the said Medical Fund in the manner set forth in the Schedule hereunder.

##### Schedule.

By-laws for the Control of Medical Funds under Section 23 of the Hospitals Act, 1927.

1. The term "subscriber" shall mean any person, male or female, who has paid his or her subscription and is financial and has paid at least two weeks' subscription prior to seeking any benefits or privileges and shall include, so far as benefits are concerned, all dependents of the subscriber.

2. The subscription to be paid by a subscriber shall be 2s. per week or £1 6s. per quarter, as the subscriber may elect.

3. (a) The word "dependent" shall mean the wife, parents, and grandparents of a subscriber, the sons, daughters, brothers, and sisters not over sixteen years of age of a subscriber who are actually residing with and wholly dependent on him at the date of the illness or accident which the Medical Officer is required to treat.

(b) If the Medical Officer is not aware or is in doubt as to whether any person is or is not a dependent he may refer the matter to the secretary and be guided by his decision.

4. Every subscriber and his dependents shall, if required, submit to a medical examination by the Medical Officer of the Fund before he is accepted as a subscriber.

5. Every subscriber shall be entitled to medical and hospital treatment as an indoor or outdoor patient and to medicine, dressings, and appliances, subject to the conditions and limitations set forth in these by-laws, for so long as the Medical Officer deems necessary, free of charge.

6. Subscribers employed by any mining company shall be deemed to be financial as from the date of their employment: provided that the Mine management undertakes the collection of their subscriptions from wages due.

7. Subscribers shall not receive free treatment in any of the following cases:—(a), Incurable diseases; (b), disorders for the cure of which other establishments are provided; (c), any person requiring food and not medicine and who is more properly the subject for a benevolent institution; (d), venereal disease; (e), alcoholism, or conditions resulting therefrom; (f), dentistry; (g), insanity; (h), accouchements (abortive or otherwise); (i), any person for any condition for which he is already covered by insurance under the provisions of the Workers' Compensation Act; (j), sera and vaccines; (k), pathological examination fees; (l), major operations with the exception of urgent operations. (An urgent operation is one where the postponing of the operation for more than 24 hours after the decision to operate has been made, would, in the opinion of the Medical Officer, be detrimental to the health of the patient); (m), no patent medicines or any medicines prepared and sold under any proprietary name will be supplied free of charge to any subscriber or his dependents, unless the Board decide that any particular medicine may be included as a benefit. In all other cases any patent medicine or proprietary line prescribed by the Medical Officer must be paid for by the subscriber at a price to be fixed by the Board; (n), X-Rays.

8. (a) The Board shall have discretionary powers regarding the payment of hospital maintenance incurred in any subsidised public hospital by subscribers or their dependents who are temporarily outside the district, and who suddenly become seriously ill or meet with a serious accident which precludes their returning to the hospital covered by their Fund. In approved cases the Board will be responsible for payment to the other hospital concerned at the rate of 7s. 6d. per day for a period not exceeding 60 days in any one year, but any amount in addition to this, charged as fees by the other hospital, will be a matter for settlement between the subscriber and the hospital concerned. The Board will not be responsible for any payment to doctors for treatment of such cases.

(b) If the Medical Officer of the Fund recommends the transfer of a patient to another hospital because he deems the appliances at hand inadequate for the proper treatment of such patient, then the Board will pay, for a period not exceeding 60 days in any one year, the

hospital to which this patient is transferred, at the rate of 7s. 6d. per day. The Board will not, however, be responsible for any fares or cost of transfer.

9. (a) Subscribers and their dependents requiring outpatient attendance shall attend at the Medical Officer's surgery between such times as shall be fixed by the Board from time to time. In the event of their not being able to attend, a message should be left at the Medical Officer's surgery or residence before 9 a.m.

(b) The Medical Officer shall be in attendance at his surgery for treatment of subscribers at the hours fixed by the Board.

10. When a subscriber, residing outside a radius, to be fixed by the Board, requires the services of a Medical Officer, he shall pay the Medical Officer mileage at such rates as shall be arranged between the Fund and the Medical Officer.

11. The doctor shall keep such records as the Board may determine from time to time.

12. All containers, unless supplied by subscribers, will be charged for.

13. Maternity cases will be charged at half rates (par. 16 of Schedule, the Hospitals Act, 1927) (exclusive of doctors' fees and special nursing charges).

14. Theatre fee shall be charged at half rate (par. 16 of Schedule, the Hospitals Act, 1927).

(Sgd.) K. R. APPLETON,  
Secretary.

#### HOSPITALS ACT, 1927.

##### Harvey District Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, The Harvey District Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Harvey District Hospital Board this 31st day of March, 1941.

(Sgd.) T. A. G. MYATT,  
Secretary.

At a meeting of the Board of Management of the Harvey Hospital on the thirty-first day of March, 1941, the following resolution was passed:—

WHEREAS under the provisions of section 23 of the Hospitals Act, 1927, a Board may itself establish and manage a Medical Fund, the object of which shall be to secure for its subscribers hospital treatment or other similar benefits; and may by by-laws provide for the regulation and control of such Fund: And whereas a Medical Fund has been established by the Board of Management at the Harvey Hospital: Now, therefore, the said Board of Management, acting pursuant to section 23 of the Hospitals Act, 1927, do hereby make by-laws for the regulation and control of the said Medical Fund in the manner set forth in the Schedule hereunder.

#### SCHEDULE.

##### Harvey District Hospital Board.

##### By-laws for Control of Hospital Fund.

1. The term subscriber shall mean any person, male or female, who has paid his or her subscription and is financial and has paid at least two weeks' subscription prior to seeking any benefits or privileges, and shall include, so far as benefits are concerned, all dependents of the subscriber.

2. The subscription shall be at the rate of ninepence per week and may be paid monthly, or in larger amounts, to suit subscriber.

3. The word "dependent" shall mean his wife and those under 16 years actually residing with and wholly dependent on him at the time of the illness or accident which the Medical Officer is required to treat.

4. Every subscriber and his dependents shall, if required, submit to a medical examination before he is accepted as a subscriber.

5. Every subscriber and his dependents shall be entitled to hospital treatment as an indoor patient, for a period of sixty days, in the aggregate, in any one year and to medicines and dressings whilst in hospital. Outpatients shall be entitled to surgical dressings only. This Fund only applies to accommodation and treatment in the Harvey District Hospital: it does not provide for doctor's or surgeon's fees, nor for X-Ray fees.

6. No subscriber, his wife, or dependents under 16 years of age shall receive any of the above-mentioned benefits, should his subscription be over one month in arrears. In exceptional cases the Board of Management shall have power to modify this Rule.

7. Subscribers shall not receive free treatment in any of the following cases:—a, Incurable diseases; b, disorders for the cure of which other establishments are provided; c, any person requiring food and not medicine and who is more properly the subject for a benevolent institution; d, venereal diseases; e, alcoholism, or conditions resulting therefrom; f, dentistry; g, insanity; h, accouchements (abortive or otherwise); i, any person for any condition for which he is already covered by insurance under the Workers' Compensation Act; j, serums and vaccines; k, pathological examination fees; l, injuries caused in circumstances which, in the opinion of the Board should preclude free treatment; m, no patent medicines or any medicines prepared and sold under any proprietary name will be supplied free of charge to any subscriber or his dependents, unless the Board decide that any particular medicine may be included as a benefit. In all other cases any patent medicine or proprietary medicine prescribed by the doctor must be paid for by the subscriber.

8. It shall not be compulsory for the Board or Management to bear the cost of accommodation and/or treatment of any patient, if such accommodation and/or treatment is required for an accident that happened or a disease contracted previous to the patient becoming a subscriber to the Harvey District Hospital Fund.

9. A register of subscribers shall be kept and be open for inspection at the office of the secretary.

(Sgd.) T. A. G. MYATT,  
Secretary.

#### HOSPITALS ACT, 1927.

##### Kununoppin Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Kununoppin Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Kununoppin Hospital Board this 3rd day of April, 1941.

(Sgd.) F. J. W. DAWE,  
Secretary.

#### HOSPITALS ACT, 1927.

##### Brookton District Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section has formulated Model By-

laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Brookton District Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Brookton Hospital Board this 24th day of May, 1941.

(Sgd.) A. E. ROBERTS,  
Secretary.

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HOSPITALS ACT, 1927.

Ravensthorpe Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Ravensthorpe Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Ravensthorpe Hospital Board this 5th day of June, 1941.

(Sgd.) E. P. NEWTON,  
Secretary.

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HOSPITALS ACT, 1927.

Goomalling Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Goomalling Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Goomalling Hospital Board this 18th day of February, 1941.

F. FULLER,  
Secretary.

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HOSPITALS ACT, 1927.

Upper Blackwood Soldiers' Memorial Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Upper Blackwood Soldiers' Memorial Hospital Board, being a Board within the meaning and for the purposes

of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Upper Blackwood Soldiers' Memorial Hospital Board this 8th day of March, 1941.

(Sgd.) F. R. CONNOLLY,  
Secretary.

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HOSPITALS ACT, 1927.

Tambellup Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Tambellup Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Tambellup Hospital Board this 17th day of February, 1941.

(Sgd.) W. E. CADD,  
Secretary.

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HOSPITALS ACT, 1927.

Wickepin District War Memorial Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Wickepin Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Wickepin Hospital Board this 10th day of March, 1941.

(Sgd.) S. R. KEIGHTLEY,  
Secretary.

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HOSPITALS ACT, 1927.

Plantagenet District Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, the Plantagenet District Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Plantagenet District Hospital Board this 24th day of February, 1941.

(Sgd.) W. J. HOCKLEY,  
Secretary Plantagenet District Hospital Board.

## HOSPITALS ACT, 1927.

Pemberton Hospital.

WHEREAS under the provisions of section 37 of the Hospitals Act, 1927, the Governor may make regulations for the purpose of the Act, and may thereby formulate Model By-laws for the guidance of Boards in respect of all or any of the matters regarding which Boards may make by-laws: And whereas the Governor in Council, acting pursuant to the powers conferred by the said section, has formulated Model By-laws, as contained in regulation 10 of the regulations made under the said Act and published in the *Government Gazette* on the 6th

day of December, 1940: And whereas a Board may of its own motion by resolution adopt the whole or any portion of such by-laws: Now, therefore, Pemberton Hospital Board, being a Board within the meaning and for the purposes of the said Act, doth hereby adopt the whole of such Model By-laws, as contained in regulation 10 of the regulations made under the Hospitals Act, 1927, and published in the *Government Gazette* on the 6th day of December, 1940.

Passed at a meeting of the Pemberton Hospital Board this 13th day of May, 1941.

(Sgd.) S. B. TODD,  
Secretary.

## PHARMACY AND POISONS ACT, 1910-1937.

Department of Public Health,  
Perth, 9th July, 1941.

C.S.D. 342/38.

HIS Excellency the Lieutenant-Governor in Council, acting in exercise of the power conferred by section 53 of the Pharmacy and Poisons Act, 1910-1937, has been pleased to amend the regulations made under and for the purposes of the said Act, and published in the *Government Gazette* on the 8th day of September, 1939, in the manner set forth in the Schedule hereunder.

F. J. HUELIN,  
Under Secretary for Health.

## Schedule.

Regulation 57 of the abovementioned regulations is amended by inserting after paragraph (3) thereof a new paragraph, to stand as paragraph (4) as follows:—

(4) Where the applicant has passed an examination at leaving standard, if subjects required by the preliminary examination are not in that pass, he may be granted provisional indentures for twelve months, during which time the subjects not previously obtained may be passed at the preliminary or at leaving standard examinations.

Provided that, if such subjects are not passed within twelve months, such provisional indentures shall become void.

## NATIVE ADMINISTRATION ACT, 1905-1940.

Department of Native Affairs,  
Native Affairs 50/41. Perth, 4th July, 1941.  
PURSUANT to the provisions of section 7 of the Native Administration Act, 1905-1940, the Honourable the Acting Minister for the North-West has appointed the following to be Protectors of Natives:—Constable R. V. Edwards for the Cue District, for the year ending 31st December, 1941; Constable A. C. A. Bandy for the Wongan Hills District, for the year ending 31st December, 1941, vice Constable R. V. Edwards, transferred.

F. I. BRAY,  
Commissioner of Native Affairs.

Department of North-West,  
Perth, 4th July, 1941.

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

C.S.D. 660/35; Ex. Co. 1278:—Reappointment of Mr. W. E. McKenna as Chairman of the Bunbury Harbour Board for the year ending 30th June, 1942;

C.S.D. No. 250/19; Ex. Co. No. 1279:—Appointment of John Deane Hammond, of Kellerberrin, as an Honorary Inspector of Fisheries under the Fisheries Act, 1905-1940, and as a Guardian, in an honorary capacity, under the Game Act, 1912-1913.

(Sgd.) G. K. BARON HAY,  
Acting Under Secretary for the North-West.

## THE WORKERS' HOMES ACT, 1911, AND AMENDMENTS.

Dedication and Cancellation of Lots.

Department of Lands and Surveys,  
Perth, 9th July, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the following dedications and cancellation, under the provisions of section 7 of the Workers' Homes Act, 1911, to the purposes of the said Act:—

Corres. No. 2030/34:—Swan Locations 4628, 4639 (being late Lots 38, 39, and parts each of Lots 29 and 40 of Swan Location 70);

Corres. 720/41:—Geraldton Lot 1028, cancelled.

G. L. NEEDHAM,  
Under Secretary for Lands.

## GOVERNMENT LAND SALES.

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

## KALGOORLIE.

15th July, 1941, at 2 p.m. at the District Lands Office—  
†Boulder—Town (Johnston street) 742, 39p., £12 10s.; (Frank street) 1504, 1r. 4p., £12 10s.; (Ware street) 2276, 2277, about 38p. each, £15 each; (Forrest street) §612, 20p., £10.  
†Kalgoorlie—Town (Balfour street) 1436, 1r. 7p., £15; (Lyall street) 1600, 1r., £12 10s.; (Killarney street) 1811, 1r., £12 10s., 1720, 1r., £12 10s., 3020, 1r., £12 10s.

## MERREDIN.

17th July, 1941, at 4 p.m., at the Court House—  
†Kellerberrin—Town 23, about 1r. 30p., £35, 329, about 1r. 30p., £30.

## COOLGARDIE.

25th July, 1941, at 11 a.m., at the Mining Registrar's Office—  
†Coolgardie—Town 1314, 30p., £12 10s.

## DENMARK.

25th July, 1941, at 4 p.m., at the Agricultural Bank—  
‡Denmark—\*349, 30a. 1r. 20p., £45.  
\*Suburban lot for cultivation.

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

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

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

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.  
 Atkinson, David; 347/2917; Yilgarn 298; £1 5s. 6d.; 2412/39; 35/80, F2.  
 Atkinson, David; 41869/55; Yilgarn 297; £247 17s. 0d.; 1333/26; 35/80.  
 Carroll, Thomas; 3183/96; De Grey; £40 7s. 6d.; 1677/19; 90/300, D1.  
 Hancock, R. A.; 332/407; Herdsman Lake Reserves 20776 and 21087; £37 12s. 5d.; 1477/33; 1D/20, NW.  
 Hollingsworth, Richard; 347/1830; Victoria 9604, 9605, and 9606; non-compliance with conditions; 509/38; 126C/40, D4.  
 Moore, B. E.; 19109/68; Roe 405; £268 18s. 2d.; 1440/25; 406/80, B1; 388/80, B4.  
 Moore, B. E.; 24501/74; Roe 642; abandoned; 2150/25; 406/80, B1; 388/80, B4.  
 Moore, B. E.; 21681/68; Roe 903; £170 19s. 9d.; 3514/26; 406/80, B1; 388/80, B4.  
 The Commissioners of the Agricultural Bank; 394/640; Gregory; £40 15s. 0d.; 7138/12; 97/300.  
 White, Nellie; 3117/2626; Boulder 1512; £0 18s. 0d.; 8844/09; Boulder, Sheet 1.

G. L. NEEDHAM,  
 Under Secretary for Lands.

**AMENDMENT OF AREA AND BOUNDARIES OF RESERVE.**

Department of Lands and Surveys,  
 Perth, 9th July, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the area and boundaries of the following Reserve being amended as described in the Schedule below, for the purpose therein set forth; the area and boundaries previously published in the *Government Gazette* being hereby cancelled:—

7626/05.  
**SAWYERS' VALLEY.**—No. 22152 (Church Site—Church of England).—Lot 140, as surveyed, (1r. 7.3p.). (Diagram 44471; Plan Sawyer's Valley Townsite.)

G. L. NEEDHAM,  
 Under Secretary for Lands.

**LOTS OPEN FOR LEASING.**

Department of Lands and Surveys,  
 Perth, 9th July, 1941.

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

Applications to be lodged at Kalgoorlie.

4653/97, Vol. 2.  
**LEONORA**—Town, 741, £15; 423, 565, 855, and 864, £12 10s. each; available for leasing only; subject to the condition respecting lots south of Snell street; subject to payment for improvements (if any).

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

G. L. NEEDHAM,  
 Under Secretary for Lands.

**APPLICATIONS FOR LEASING LOTS AT NARNGULU.**

**GERALDTON LAND AGENCY.**

Cultivation Purposes.

Section 117 of the Land Act, 1933-1939.

Department of Lands and Surveys,  
 Corr. 3133/00. Perth, 9th July, 1941.

APPLICATIONS for the leasing of the lots in the Schedule hereunder (situated at Narngulu) are invited. The lots will be available for leasing under section 117 of the Land Act, 1933-1939, for a term of ten (10) years, subject to the following conditions:—(1), Not more than two blocks may be held by one lessee; (2), the lessee shall have no right of purchase or renewal of the lease; (3), all improvements, which cannot be removed at the expiration of the lease, shall become the property of the Crown.

Applications for the lots, accompanied by one year's rent, must be lodged at the Lands Office, Geraldton, on or before Wednesday, 30th July, 1941.

All applications lodged on or before that date will be treated as having been received on that date. (Plan Narngulu Townsite.)

G. L. NEEDHAM,  
 Under Secretary for Lands.

**SCHEDULE.**

Lot No.	Area.			Annual Rental.	
	a.	r.	p.	£	s. d.
78 .. ..	13	1	24	6	15 0
79 .. ..	10	2	8	5	5 0
80 .. ..	10	0	0	5	0 0
81 .. ..	9	3	39	5	0 0
82 .. ..	9	3	39	5	0 0
83 .. ..	10	0	0	3	15 0
84 .. ..	9	3	39	3	10 0
86 .. ..	9	3	39	3	15 0
87 .. ..	12	2	23	5	0 0
88 .. ..	15	0	0	5	0 0
89 .. ..	9	3	39	3	15 0
90 .. ..	9	3	25	3	15 0

**BUSH FIRES ACT, 1937.**

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

**Establishment of Brigade.**

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

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

**Appointment of Officers.**

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

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

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

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

**Duties of Officers.**

6. The duties of all officers appointed under these by-laws shall be as laid down in the provisions of the Bush Fires Act, 1937, and each officer so appointed shall be supplied with a copy of the Act and regulations. The captain shall have full control over the members of the Brigade whilst engaged in fire-fighting, and shall

issue instructions as to the methods to be adopted by the firemen. In the absence of the captain, the first lieutenant, and, in the absence of the first, the second lieutenant or senior officer of the Brigade present at the fire, shall exercise all the power and duties of the captain. The captain shall, when so directed by the Board, instruct all land owners or occupiers to plough a break or breaks on all cleared land or land under pasture.

Membership of Brigade.

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

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

	s.	d.
(i) Owner or occupier of land within the Brigade Area—minimum subscription of .. .. .	2	6
(ii) Other persons—a minimum subscription of .. .. .	1	0

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

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

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

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

Finance.

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

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Cranbrook Road Board (a local authority under the provisions of such Act) at a meeting held at Cranbrook on 15th February, 1941.

S. G. PHILLIPS,  
Chairman.  
C. C. WILSON,  
Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council this 3rd day of July, 1941.

L. E. SHAPCOTT,  
Clerk of the Council.

First Schedule.

FORM OF ENROLMENT—FIRE-FIGHTING MEMBER.

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

My private address is .. . . .

My business address is .. . . .

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

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

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

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

1. to promote the objects of the Brigade as far as shall be in my power;

2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;

3. to use my best endeavours to give assistance in fire-fighting measures when called upon, and on such occasions to obey all orders and instructions issued by duly authorised officers of the Brigade.

Applicant's signature .. . . .

Date .. . . .

Second Schedule.

FORM OF ENROLMENT—ASSOCIATE MEMBER.

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

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

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

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

My private address is .. . . .

My business address is .. . . .

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

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

1. to promote the objects of the Brigade as far as shall be in my power;

2. to be governed by the provisions of the constitution and such by-laws and regulations as may from time to time be made thereunder;

3. to use my best endeavours to assist in fire suppression work in the above capacity when called upon.

Applicant's signature .. . . .

Date .. . . .

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, 23rd JULY, 1941.

PERTH LAND AGENCY.

Eastern Division.

Kaluwiri District (near Sandstone).

Corres. 2101/24. (Plan 53/300.)

That area of unsurveyed land, containing about 20,000, 8,170, and 14,232 acres; being F. G. and W. H. Clinch's Pastoral Lease Nos. 395/493, 395/495, and 395/492.

Eastern Division.

Nabberu District (near Mt. Eureka).

Corres. 1/36. (Plan 61/300.)

That area of unsurveyed land, containing about 166,727 acres, being M. M. Thomson's forfeited Pastoral Lease 395/762.

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.

WEDNESDAY, 16th JULY, 1941.

## BEVERLEY LAND AGENCY.

Avon District (about six miles south-east from Quairading).

Corr. No. 2112/37. (Plan 343B/40, F1.)

Location 12236, containing 993a. 1r. 36p., at 4s. 6d. per acre; classification page 21 of File 2112/37; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being M. L. Horsley's forfeited Lease 347/1620.

## NARROGIN LAND AGENCY.

Roe District (near Lake Camm).

Corr. No. 3261/28. (Plan 389/80, A & B2.)

Locations 1664 and 1360, containing 1,744a. 3r. 30p., at 4s. 3d. per acre; also Location 1694, containing 1,195a. 0r. 10p., at 5s. per acre; classifications pages 1 and 5 of File 583/28; subject to Agricultural Bank indebtedness; being R. C. Harvey's forfeited Leases 68/303, 74/237, and 68/3897.

## PERTH LAND AGENCY.

Roe District (about 12 miles east of Lake King).

Corr. No. 660/39. (Plan 389/80, D3 & 4.)

Locations 1624, 1625, and 1938, containing 3,259a. 3r. 38p., at 3s. per acre; classification page 22 of File 660/39; subject to Agricultural Bank indebtedness and to mining conditions; being W. O. Harvey's forfeited Lease 348/977.

## SOUTHERN CROSS LAND AGENCY.

Yilgarn District (about 11 miles north-east of Bullfinch).

Corr. No. 3963/24. (Plan 53/80, D2 and 3.)

Locations 737, and 670, containing 1,000a. 0r. 6p., at 4s. per acre; subject to payment for improvements capitalised at £125 and to mining conditions; being J. G. Craven's forfeited Lease 41207/55.

## WAGIN LAND AGENCY.

Williams District (about 12 miles south-east of Kukerin).

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

Corr. No. 416/41. (Plans 408/80, F2, and 407/80, A2.)

Locations 9444, 9445, 8522, 11106, and 11303, containing 1,397a. 1r., at 6s. 6d. per acre; classification page 138A of File 10524/09; subject to Agricultural Bank and Industries Assistance Board indebtedness and to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being R. W. Bahr and A. Anderson's cancelled application.

WEDNESDAY, 23rd JULY, 1941.

## ALBANY LAND AGENCY.

Plantagenet District (about 20 miles south-east of Borden).

Corr. No. 8621/19. (Plan 446/80, C2.)

Locations 3920, containing 4,980a. 3r. 3p., at 3s. 6d. per acre; classification page 11 of File 8621/19; subject to payment for improvements, if any. This cancels the previous *Government Gazette* notice relating to this location.

## GERALDTON LAND AGENCY.

Victoria District (about 3½ miles north of Naraling).

Corr. No. 1553/37. (Plan 160D/40, C4.)

Location 6902, containing 294a. 0r. 11p., at 4s. 9d. per acre; classification page 5 of File 2040/19; subject to exemption from road rates for two years from date of approval of application; being H. K., A. W., N. H. Matthees' forfeited Lease 347/1737.

## NARROGIN LAND AGENCY.

Williams District (about seven miles south of Nomans).

Corr. No. 2644/17. (Plan 385C/40, E3.)

Location 8383, containing 295a., at 8s. 6d. per acre; classification page 42 of File 2644/17, and Location 10731, containing 28a. 1r. 21p., at 15s. per acre; classification page 4 of File 10791/11; subject to Agricultural Bank indebtedness; being R. Beswick's and V. D. and T. Bailey's forfeited Leases 12224/56 and 10591/56.

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

Corr. No. 1284/37. (Plan 385D/40, A4.)

Location 10557, containing 908a., at 4s. 6d. per acre; classification pages 23 and 24 of File 1284/37; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; 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 C. M. Francis' forfeited Lease 348/693.

## NORTHAM LAND AGENCY.

Avon District (Dedaring Well).

Corr. No. 8525/07. (Plan 3C/40, F4.)

Reserve 10886, containing 6 acres 1 rood 37 perches, is hereby cancelled and the land available for selection at 15s. per acre, subject to survey of road and railway boundaries.

Ninghan District (about 3½ miles west of Bunketch).

Corr. No. 5056/26. (Plan 65/80, A and B2.)

Location 2556, containing 2,463a. 3r. 3p., at 3s. 6d. per acre; classification page 12 of File 5056/26; subject to Agricultural Bank indebtedness and to the right of the Government 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. This cancels the previous *Government Gazette* notice relating to this location.

## PERTH LAND AGENCY.

Murray District (near Dwellingup).

Open under Part V. (see. 54).

Corr. No. 506/40. (Plan 380C/20.)

Location 1123, containing 18a. 2r. 12p., at £1. 1s. 6d. per acre; subject to payment for improvements, if any; subject to timber conditions; being L. E. Smith's forfeited Lease 354/464.

## SOUTHERN CROSS LAND AGENCY.

Yilgarn A.A. District (about 3½ miles north-east of Southern Cross).

Corr. No. 1793/38. (Plan 36/80, E2 and 3.)

Locations 46, 47, 56, and 63, containing 1,460a., at 4s. per acre; subject to payment for improvements (capitalised at £600) and to timber conditions, and also to Goldfields Water Supply firewood conditions; being D. B. Laing's cancelled application.

## WAGIN LAND AGENCY.

Roe District (about 4½ miles south-east of Newdegate).

Corr. No. 805/38. (Plan 388/80, C4.)

Location 65, containing 1,017a. 3r. 26p., at 7s. 9d. per acre; classification page 15 of File 3243/22, Vol. 1; subject to Agricultural Bank indebtedness and the right of the Government 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 M. Lee's forfeited Lease 347/1944.

THURSDAY, 24th JULY, 1941.

## BRIDGETOWN LAND AGENCY.

Nelson District (about seven miles north-west of Deanmill).

Corr. No. 435/31. (Plan 439C/40, D4.)

Location 9468, containing 111a. 1r. 15p., at 15s. per acre; classification page 5 of File 5896/22; subject to timber conditions and to exemption from road rates for two years from date of approval of application; being W. K. Platts' forfeited Lease 74/1238.

Nelson District (about nine miles south of Eulin).

Corr. No. 5320/23. (Plan 438B/40, E1.)

Location 9794, containing 199a. 2r. 39p., at 6s. per acre; classification page 26 of File 5320/23; subject to payment for improvements, if any, and to timber conditions; being M. J. Foley's forfeited Lease 19370/68.

Nelson District (near Kelpalurip Swamp).

Corr. No. 219/39. (Plan 438C/40, D4.)

Location 11331, containing 126a. 2r., at 6s. per acre (excluding survey fee); classification page 24 of File 219/39; available subject to the usual timber reservation conditions.

Sussex District (about 2½ miles south-west of Vasse).

Corr. No. 2199/37. (Plan 413D/40, C3.)

Location 2330, containing 144a. 1r. 19p., at 5s. per acre; classification page 28 of File 2199/37; subject to payment for improvements, if any, to timber conditions, and to exemption from road rates for two years from date of approval of application; being E. A. McAllister's forfeited Lease 347/1664.

WEDNESDAY, 30th JULY, 1941.

## ALBANY LAND AGENCY.

Plantagenet District (about five miles south-east of Narrikup).

Corr. No. 10694/12. (Plan 451/80, C2.)

Location 1937, containing 160a., at 10s. 6d. per acre; classification page 6 of 10694/12; subject to Agricultural Bank indebtedness; being G. M. McF. Williamson's forfeited Lease 32726/55.

## GERALDTON LAND AGENCY.

Victoria District (about nine miles south-eastward of Dongarra).

Corr. No. 1551/35. (Plans 124/80, E and F, 2 and 3.)

That portion of Lot M364 of Location 2011, containing about 1,150 acres, bounded by lines commencing at a point one chain north of the north-east corner of Location 3943 and extending west one chain from and parallel to north boundary of said Location 3943 for a distance of about 127 chains; thence north about 90 chains, east about 127 chains, and south about 90 chains to the starting point; available subject to survey, classification, and pricing, and subject also to the reservation to the Midland Railway Company, Limited, of certain mineral rights, and to the Crown, of gold, silver, and other precious metals; and further, that the ultimate transfer of the fee simple, when the term of any conditional Purchase Lease expires, will also include the other usual reservations that are provided in the form of Crown grant for rural lands.

Victoria District (about 20 miles north of Mullewa).

Corr. No. 2561/32. (Plan 161/80, C3.)

Locations 9372 and 9386, containing 2,324a. 0r. 22p., at 3s. per acre; classification page 9 of 2681/30; subject to payment for improvements; being H. C. Rivett's forfeited Leases 68/3804, and 74/1636.

## KATANNING LAND AGENCY.

Kojomup District (near Towerup Brook).

Corr. No. 1100/40. (Plan 437D/40, A &amp; B3.)

Locations 8068 and 8749, containing 2,705a. 0r. 14p., at 2s. 6d. per acre; classification page 6 of 4735/24; subject to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue and to Agricultural Bank indebtedness; being Q. A. Dalton's cancelled application.

## NARROGIN LAND AGENCY.

Roe District (near Lake Carmody).

Corr. No. 2463/37. (Plan 375/80, D1 &amp; 2.)

Locations 1130 and 1131, containing 3,125a. 3r. 17p., at 4s. 9d. per acre; subject to Agricultural Bank indebtedness; being H. R. M. Vicker's forfeited Lease 348/779.

Williams District (about one mile west of Noman's Lake Townsite).

Corr. No. 709/26. (Plan 385B/40, F2.)

Location 14227, containing 49a. 3r. 4p., at 7s. per acre; classification page 4 of 709/26; subject to exemption from road rates for two years from date of approval of application; being E. D. T. King's forfeited Lease 68/871.

Williams District (about 5½ miles north-west of Dornock).

Corr. No. 6761/26. (Plan 376/80, C3 &amp; 4.)

Locations 14335 and 14336, containing 1,533a. 1r. 38p., at 4s. 9d. per acre; classification page 15 of 6761/26; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being J. A. Wilson's forfeited Leases 23081/68, and 26013/74.

## NORTHAM LAND AGENCY.

Avon District (about five miles north-east of Lake Brown).

Corr. No. 3255/30. (Plan 54/80, B3.)

Location 26773, containing 1,352a. 1r. 28p., at 2s. 3d. per acre; classification page 74 of 3255/30; subject to payment for improvements, if any; being the surrendered portion of T. Pantzalis's conditional purchase Lease 68/3041.

Roe District (about 20 miles south-east of Wadderin).

Corr. No. 56/41. (Plans 5/80, F4 &amp; 345/80, F1.)

Locations 214 and 726, containing 990a. 1r. 24p., at 6s. 3d. per acre; classification page 44 of 2178/22; subject to Agricultural Bank indebtedness and to a cropping lease which expires on 28/2/1942; being L. E. S. Candy's cancelled application.

## SALMON GUMS LAND AGENCY.

Esperance District (about one mile east of Collier).  
 Corr. No. 616/41. (Plan 423C-D/20.)  
 Location 168, containing 12a. 1r. 30p.; purchase price £5.

THURSDAY, 31st JULY, 1941.

## BRIDGETOWN LAND AGENCY.

Nelson District (about eight miles east of Manjimup).  
 Open under Part V., (sec. 47 only).  
 Corr. No. 1089/39. (Plan 443A/40, A1.)  
 Location 11326, containing 41a. 2r. 7p., at 6s. 6d. per acre (excluding survey fee); classification page 16 of File 1089/39.

G. L. NEEDHAM,  
 Under Secretary for Lands.

## THE ROAD DISTRICTS ACT, 1919-1939.

WHEREAS the ARMADALE-KELMSCOTT Road Board, by resolution passed at a meeting of the Board, held at Armadale on or about the 22nd day of November, 1937, resolved to open the road hereinafter described, that is to say:—

3627/98.

No. 994: Widenings:—

(a) Portion of Lot 3 of Canning Location 377 (T.O. Diagram No. 3653) bounded by lines commencing on the southern side of the present road at its intersection with the eastern boundary of said lot and extending (as shown on L. and S. Diagram No. 60793) 277deg. 33min. 5 chains 54.1 links through said lot; thence 87deg. 29min. 3 chains 61.1 links and 115deg. 10min. 2 chains 8.3 links along said side of the present road to the starting point.

(b) Portions of Lots 2 and 1 of Canning Location 377 bounded by lines commencing on the southern side of the present road at its intersection with the eastern boundary of the former lot and extending (as shown on Diagram No. 60793) 113deg. 43min. 2 chains 74.8 links along the said side of the present road; thence 290deg. 42min. 5 chains 55.6 links through said lots; thence 107deg. 37min. 2 chains 73.8 links and 113deg. 43min. 7.8 links to the starting point.

(c) Portion of Lot 1 of Canning Location 377 bounded by lines commencing on the southern side of the present road 4 chains 89.6 links from its east boundary and extending (as shown on Diagram No. 60793) 302deg. 2min. 4 chains 47.5 links through said lot; thence 113deg. 43min. 1 chain 47.5 links and 126deg. 5min. 3 chains 2.3 links along the southern side of the present road to the starting point.

(d) Portion of Canning Location 161 bounded by lines commencing on the northern side of the present road at its intersection with the west boundary of Canning Location 161 and extending (as shown on Diagram No. 60792) 119deg. 48min. 3 chains 55.5 links and 106deg. 52min. 2 chains 12 links through said location; thence 276deg. 18min. 2 chains 18.9 links and 216deg. 6min. 3 chains 63.5 links along the said side of the present road to the starting point.

1r. 1.6p. being resumed from Canning Location 377.

18.2p. being resumed from Canning Location 161. (Plan 341B/40, E1.)

WHEREAS the TOODYAY Road Board, by resolution passed at a meeting of the Board, held at Toodyay on or about the 11th day of March, 1940, resolved to open the road hereinafter described, that is to say:—

517/40.

No. 2865 (extension): Folewood road:—A strip of land, fifty links wide, widening through Toodyay Suburban Lots 40 and 39 (as shown on Diagram No. 61010), leaving the terminus of the present road at the western corner of Avon Location 1431 and extending north-eastward along the south-eastern boundaries of Suburban Lots 42 to 39, inclusive; Lots 159 to 161 and Suburban Lots 35 to 30 to Newark road. (Plan Toodyay Town-site.)

WHEREAS the WOODANILLING Road Board, by resolution passed at a meeting of the Board, held at Woodanilling on or about the 7th day of October, 1938, resolved to open the road hereinafter described, that is to say:—

15021/08.

No. 3347: Widening:—Portion of Kojonup Location 3988 bounded by lines commencing on its eastern boundary at a point situate 5 chains 93.8 links from its north-eastern corner and extending (as shown on Diagram No. 60233) 160deg. 43min. 5 chains 12.4 links and 181deg.

4 chains 32.2 links along said boundary; thence 349deg. 59min. 9 chains 29.8 links through said location to the starting point. (Plan 409C/40, E4.)

WHEREAS the QUAIRADING Road Board, by resolution passed at a meeting of the Board, held at Quairading on or about the 7th day of June, 1939, resolved to open the road hereinafter described, that is to say:—

5800/07.

No. 3389: Deviation of part:—A strip of land, one chain wide (widening in part and at its terminus), leaving the present road at the northern corner of Avon Location 9051 and extending (as shown on O.P. 5727) north-westward through Locations 10908 and 6839 to the easternmost corner of Location 21614, continuing north-westward (crossing and recrossing the north-eastern boundary of the last-mentioned location) through Locations 21614 and 21615; thence westward and northward through and along part of the west boundary of Location 18834 and through Location 18833 to Road No. 4642 on the north boundary of the last-mentioned location.

1a. 2r. 7.7p. being resumed from Avon Location 10908.

4a. 0r. 1.8p. being resumed from Avon Location 6839.

2a. 2r. 39.8p. being resumed from Avon Location 21614.

2a. 0r. 2.7p. being resumed from Avon Location 21615. (Plan 3C/40, D4.)

WHEREAS the DUNDAS Road Board, by resolution passed at a meeting of the Board, held at Norseman on or about the 20th day of September, 1939, resolved to open the road hereinafter described, that is to say:—

M.R. 618/39; L & S. 5890/23.

No. 7228: Deviation of part:—A strip of land, one chain wide (widening in parts), leaving the present road on the western boundary of Fitzgerald Location 428 8 chains 94.5 links from its north-western corner and extending (as shown Diagram 60880) north-eastward through said location to rejoin the old road on its northern boundary. (Plan 392/80, C3.)

WHEREAS the DALWALLINU Road Board, by resolution passed at a meeting of the Board, held at Dalwallinu on or about the 20th day of October, 1938, resolved to open the road hereinafter described, that is to say:—

1328/29.

No. 8377: Extension:—A strip of land, one chain wide, leaving the terminus of the present road on the north boundary of Ninghan Location 260 and extending (as on Diagram No. 58904), northward along the eastern side of the Ejanding Northwards Railway Reserve, through Avon Location 1874 to a level crossing at the southern end of Bunketeh Siding. (Plan 65/80, B2.)

WHEREAS the WOODANILLING Road Board, by resolution passed at a meeting of the Board, held at Woodanilling on or about the 19th day of June, 1931, resolved to open the road hereinafter described, that is to say:—

598/29.

No. 8630: Widenings:—

(a) Those portions of Kojonup Locations 1413 and 7828 bounded by lines commencing on the western side of the present road in the former location at a point situate 170deg. 40min. 1 chain 50 links; 145deg. 16min. 2 chains 72.3 links from its north boundary and extending (as shown on Diagram No. 60232) 322deg. 20min. 8 chains 42.6 links, 355deg. 18min. 10 chains 2.4 links, and 20deg. 25min. 6 chains 29 links, passing through said locations; thence southward along the western side of the present road to the starting point.

(b) Portion of Kojonup Location 1413 bounded by lines commencing on its eastern boundary 8 chains 18.8 links from its south-eastern corner and extending (as shown on Diagram No. 60232) 332deg. 5min. 9 chains 89.1 links through said location; thence 131deg. 3min. 3 chains 98 links and 165deg. 6min. 6 chains 33.9 links to the starting point.

3a. 1r. 13.8p. being resumed from Kojonup Location 7828.

3r. 10.9p. being resumed from Kojonup Location 1413. (Plan 409C/40, E4.)

WHEREAS the MUKINBUDIN Road Board, by resolution passed at a meeting of the Board, held at Mukin-

budin on or about the 1st day of February, 1940, resolved to open the road hereinafter described, that is to say:—

2796/33.

No. 9289: Widening:—Portion of Avon Location 14309 bounded by lines commencing at its north-eastern corner and extending (as shown on Diagram No. 44316) 152deg. 24min. 1 chain 26.9 links and 203deg. 1min. 8 chains 13.5 links along its eastern boundary and 357deg. 42min. 6 chains 41.2 links and 307deg. 5min. 6 chains 41.4 links through said location; thence 101deg. 47min. 8 chains 13.7 links along its northern boundary to the starting point. (Plan 35/80, A1.)

WHEREAS the DENMARK Road Board, by resolution passed at a meeting of the Board, held at Denmark on or about the 11th day of April, 1940, resolved to open the road hereinafter described, that is to say:—

L. & S. 6125/27; M.R. 164/40.

No. 9329: Deviation of part:—A strip of land, one chain wide, its eastern side leaving the eastern side of the present road in Hay Location 706 at a point situate 11 chains 34 links from the north boundary of said location and extending (as shown on Diagram No. 44384) 182deg. 56min. 1 chain 42.3 links, 182deg. 33min. 14 chains 37 links; thence 175deg. 37min. 1 chain 46.8 links to rejoin the eastern side of the old road. (Plan 452D/40, A4.)

WHEREAS the DALWALLINU Road Board, by resolution passed at a meeting of the Board, held at Dalwallinu on or about the 20th day of October, 1938, resolved to open the road hereinafter described, that is to say:—

1872/32.

No. 10154:—A strip of land, one chain wide, leaving Road No. 9173 on the west boundary of Ninghan Location 1874 and extending (as shown on Diagram No. 58905) southward along the western side of the Ejangding Northwards Railway passing through said location to a level crossing at the northern end of Bunketch Siding. (Plan 65/80, B2.)

WHEREAS the CAPEL Road Board, by resolution passed at a meeting of the Board, held at Capel on or about the 5th day of September, 1939, resolved to open the road hereinafter described, that is to say:—

1706/39.

No. 10165:—A strip of land, one chain wide (widening at its commencement), leaving Road No. 705 on the northern boundary of Reserve No. 3801 3 chains 43.2 links from its north-eastern corner and extending (as shown on Diagram No. 59778) southward through said reserve to its south boundary. (Plan 414A/40, A2.)

WHEREAS the WONGAN-BALLIDU Road Board, by resolution passed at a meeting of the Board, held at Wongan Hills on or about the 16th day of July, 1940, resolved to open the road hereinafter described, that is to say:—

3742/18.

No. 10167:—A strip of land, one chain wide, leaving a level crossing at the northern end of Ballidu Siding

and extending south-eastward via Federation street and through Reserve No. 14087 to a surveyed road in it. (Plan 64/80, E4.)

WHEREAS the TOODYAY Road Board, by resolution passed at a meeting of the Board, held at Toodyay on or about the 11th day of March, 1940, resolved to open the roads hereinafter described, that is to say:—

517/40.

No. 10169:—A strip of land, 50 links wide, leaving Nottingham road at the north corner of Avon Location 427 and extending south-eastward along its north-eastern boundary to a surveyed road at its eastern corner; also to include that portion of Avon Location 427 bounded by lines commencing at its eastern corner and extending (as shown on Diagram No. 61010) 242deg. 26min. 1 chain 23.9 links along part of its south-eastern boundary; thence 9deg. 54min. 2 chains 4.4 links through said location and 152deg. 34min. 1 chain 62.2 links along part of its north-eastern boundary to the starting point.

16p. being resumed from Avon Location 427. (Plan Toodyay Townsite.)

517/40.

No. 10198:—Those portions of Toodyay Suburban Lots 45 and 44 bounded by lines commencing on the south-western boundary of the former lot 1 chain 93.4 links from its south corner and extending (as shown on Diagram No. 61010), 332deg. 34min. 6 chains 31.2 links along part of the south-western boundary and 62deg. 26min. 5 chains 50.9 links along part of the north-western boundary of said Lot 45; thence 21deg. 15min. 2 chains 29 links and 32deg. 1min. 1 chain 48.4 links through Suburban Lot 44 to its north-eastern boundary; thence 152deg. 34min. 57.9 links, 212deg. 1min. 1 chain 72.3 links, 201deg. 15min. 5 chains 87.8 links and 193deg. 48min. 4 chains 71.6 links to the starting point. (Plan Toodyay Townsite.)

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

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

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

Dated this 11th day of July, 1941.

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.
1941.		1941.	
June 25	Mundaring Weir—Pumping Stations Nos. 1 and 2—Renovation of Roofs of Cottages, etc. (9171)	(2.30 p.m. on Tuesday) 15th July ... ..	Contractors' Room, Public Works Department, Perth, on and after Tuesday, the 1st July, 1941.
July 2	Perth Metropolitan Market Trust—New Concrete Tables (9176)	15th July ... ..	Contractors' Room, P.W.D., Perth, on and after Tuesday, the 8th July, 1941.
July 2	Fremantle Technical High School—New Trades Block (9175)	22nd July ... ..	Contractors' Room, P.W.D., Perth, on and after Tuesday, the 8th July, 1941.
July 2	Northam High School—External Painting and Renovations (9177)	22nd July ... ..	Contractors' Room, P.W.D., Perth, and at Water Supply Office, Northam, on and after Tuesday, the 8th July, 1941.

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

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

## TENDERS FOR PURCHASE.

Government Property.	Date and Time for Closing.	Where and when Conditions of Contract may be seen.
	1941.	
Noombling School ... ..	(2.30 p.m. on Tuesday) 29th July ... ..	P.W.D., Perth; Court House, Narrogin, and Police Station, Pingelly, from Tuesday, 1st July, 1941.
North-East Tammin School ... ..	29th July ... ..	P.W.D., Perth; Water Supply Office, Northam; Police Stations at Cunderdin and Kellerberrin, after Tuesday, 1st July, 1941.
Marbro School Quarters ... ..	29th July ... ..	P.W.D., Perth, and Police Station, Moora, after Tuesday, 1st July, 1941.

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

Department of Public Works,  
Perth, 27th June, 1941.

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

METROPOLITAN WATER SUPPLY, SEWERAGE,  
AND DRAINAGE DEPARTMENT.

M.W.S. 1257/40.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in Retention Area 24, Subiaco, Part 2, within the boundaries of the City of Perth, as hereinafter described:—

Commencing at a point in the centre of Selby street at a point opposite the north boundary of Lot 23 Selby street and proceeding west across Selby street and along the north boundary of Lot 23, Selby street, to the south-east corner of Lot 24; thence north along the east boundary of Lot 24 to the north-east corner of Lot 24; thence west along the north boundary of Lot 24 to the south-east corner of Lot 15 Bournville street; thence north along the east boundary of Lot 15, Bournville street, to the centre of Bournville street; thence west and south-west along the centre of Bournville street to the centre of The Boulevard; thence north-west along the centre of The Boulevard to the centre of Everton street; thence south along the centre of Everton street to the centre of Orrel avenue, thence west along the centre of Orrel avenue to a point opposite the west boundary of Lot 78 Orrel avenue; thence south-east across Orrel avenue to the north-west corner of Lot 78, Orrel avenue; thence south-east and south-west along the west boundaries of Lots 78, Orrel avenue, and 101 Newry street to Newry street; thence south-east across Newry street to the north-west corner of Lot 277 Newry street; thence south along the west boundary of Lot 277, Newry street, to the south-west corner of Lot 277, Newry street; thence west along the north boundaries of Lots 251 and 252, Cambridge street, to the centre of Lissadell street; thence south along the centre of Lissadell street to the centre of Cambridge street; thence west along the centre of Cambridge street to a point opposite the west boundary of Lot 201, Cambridge street; thence south across Cambridge street and along the west boundary of Lot 201, Cambridge street, to the south-west corner of Lot 201, Cambridge street; thence west along the north boundaries of Lots 181 to 187, Salvado road, to the north-west corner of Lot 187, Salvado road; thence south along the west boundary of Lot 187, Salvado road, to the centre of Salvado road; thence east along the centre of Salvado road to a point opposite the east boundary of Lot 174, Salvado road; thence north across Salvado road and along the east boundaries of Lots 174, Salvado road, and 207 Cambridge street to the centre of Cambridge street; thence east along the centre of Cambridge street to the centre of Birkdale street; thence south along the centre of Birkdale street to a point opposite the south boundary of Lot 216, Cambridge street; thence east across Birkdale street and along the south boundaries of Lots 216 to 228, Cambridge street, to the centre of Selby street; thence north along the centre of Selby street to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A. No. 6623.

The owners of the property situated within the boundaries of above area are hereby notified that such properties are capable of being connected to the sewer and must therefore connect their premises to the sewers

within thirty days from date of service of prescribed notice; and are also notified that sewerage rates will in accordance with the by-laws be enforced from 1st November, 1941, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st November, 1941, rates will be charged from date of connection.

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

Dated this 9th day of July, 1941, at the Office of the Department, St. George's place, Perth.

J. C. HUTCHINSON,  
Under Secretary.

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 Drainage Act, 1909, that water mains have been laid in the undermentioned streets, in districts indicated:—

Perth Municipality.

1795/30—Reserve street, from Lot 664 to Herdsman Lake road—Northerly; Herdsman Lake road, from Reserve street to Lot 140—Westerly; Herdsman Lake road, from Lot 140 to Lot 54—North-westerly.

671/41—Sasse avenue, from Lot 141 to Lot 138—Northerly.

659/41—Egina street, from Lot 15 to Lot 17—Southerly.

603/41—Read street, from Oats street to Lot 1001—North-westerly.

Bayswater Road District.

663/41—Grand promenade, from Lot 1 of 57 to Lot 2 of 57—North-westerly.

Perth Road District.

1795/30—Herdsman Lake road, from Reserve street to Lot 140—Westerly; Herdsman Lake road, from Lot 140 to Lot 54—North-westerly.

629/41—Ardross crescent, from Lot 573 to Lot 575—South-westerly.

655/41—Ninth avenue, from Lot 370 to Lot 371—North-westerly.

South Perth Road District.

642/41—McDonald street, from Gardner street to Lot 19—South-westerly.

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 11th day of July, 1941.

J. C. HUTCHINSON,  
Under Secretary.

P.W. 1054/39 ; Ex. Co. 1335.

## PUBLIC WORKS ACT, 1902-1933.

## LAND RESUMPTION.

*Government Road Access to State Forest No. 38 East of Manjimup.*

NOTICE is hereby given, and it is hereby declared, that the several pieces or parcels of land described in the Schedule hereto—being all in the Nelson District—have, in pursuance of the written approval and consent of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 9th day of July, 1941, been set apart, taken, or resumed for the purposes of the following public work, namely :—Government Road Access to State Forest No. 38 East of Manjimup.

And further notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan P.W.D., W.A., 29343—2 sheets (L.T.O. Diagrams 11864 and 11865), which may be inspected at the Office of the Minister for Works, Perth.

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

## SCHEDULE.

No. on Plan P.W.D., W.A., No. 29343.	Owner or Reputed Owner.	Description.	Area.
Sheet 1 : 1	Emile Loynel ... ..	part of Nelson Location 5257 (Certificate of Title Volume 1025, Folio 878)	a. r. p. 0 2 32
Sheet 2 : 2	Isabella Helena Robinson, executrix of the will of Thomas Robinson, deceased	part of Nelson Location 1700 (Certificate of Title Volume 922, Folio 9)	1 0 26.4

Certified correct this 9th day of July, 1941.

(Sgd.) E. H. GRAY,  
Acting Minister for Works.

(Sgd.) JAMES MITCHELL,  
Lieutenant-Governor in Executive Council.

Dated this 9th day of July, 1941.

P.W. 402/41 ; Ex. No. 1333.

## PUBLIC WORKS ACT, 1902-1933.

## LAND ACQUISITION.

*Meckering Road Board—Sanitary Site.*

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 Avon District—have, in pursuance of the written approval under the "Road Districts Act, 1919-1939," and the "Public Works Act, 1902-1933," of His Excellency the Lieutenant-Governor, acting by and with the advice of the Executive Council, dated the 9th day of July, 1941, been compulsorily taken and set apart for the purpose of the following public work, namely :—Meckering Road Board—Sanitary Site.

And further notice is hereby given that the said pieces or parcels of land so taken and set apart are marked off and more particularly described and shown coloured green on Plan, P.W.D., W.A., 29397 (L.T.O. Diagram 11909), which may be inspected at the Office of the Minister for Works, Perth.

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

## SCHEDULE.

No. on Plan, P.W.D., W.A., No. 29397.	Owner or Reputed Owner.	Description.	Quantity.
1	Norman Binnie Pascoe and Lester Glen Roy Pascoe	part of Avon Location 3935 (Certificate of Title Volume 1056, Folio 982)	a. r. p. 5 0 0

Certified correct this 9th day of July, 1941.

(Sgd.) E. H. GRAY,  
Acting Minister for Works.

(Sgd.) JAMES MITCHELL,  
Lieutenant-Governor in Executive Council.

Dated this 9th day of July, 1941.



## TRAFFIC ACT, 1919-1935.

P.W. 497/41. Department of Public Works,  
Perth, 10th July, 1941.

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 published in the *Government Gazette* on the 26th day of August, 1936, and amended from time to time thereafter in the manner set forth in the Schedule hereunder.

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

## Schedule.

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

The amendments to regulations 33, 38, and 44, as published in the *Government Gazette* on the 27th day of June, 1941, pages 868 and 869, are repealed and the following amendments to the said regulations inserted in lieu thereof:—

(1) Regulation 33 is amended by inserting after paragraph (4) a new paragraph, to stand as paragraph (5), as follows:—

(5) Every motor vehicle fitted with or having attached thereto a gas producer shall be submitted to a local authority for approval before being used on any road.

(2) Regulation 38 (c) is amended by inserting the following proviso, as follows:—

Provided that, where a gas producer is attached to the rear of a vehicle, an additional overhang of not more than twelve (12) inches may be permitted.

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

(i) No license shall be granted for any motor vehicle operating on producer gas, or petrol and producer gas, unless the following conditions are complied with in respect thereof:—

(ii) No producer gas equipment shall be fitted to or used on any vehicle unless the materials and workmanship comply with the Standards Association Code for Gas Producers for motor vehicles.

(iii) All joints and connections shall be fitted so as to prevent gas leaks. Packing used for joints shall be of an approved type of fireproof and heat-resisting material. Where the generator and its auxiliary units (scrubbers, cleaners, and coolers) are separated and distributed over the vehicle, the metal connecting pipes are to be divided and joined by flexible joints, such as rubber hose and clips, where necessary, to avoid risk of breakage through distortion on rough roads, but the separated ends of the metal connecting pipes so joined are not to be further than 1 inch apart. Any coupling between the generator and the first scrubber, cleaner, or cooler (see footnote\*) is to be of fireproof and heat-proof construction.

\*Where, on leaving the generator, gas passes through two dry scrubbers placed close together near the generator, before going on through oil baths or filters, both these dry scrubbers are to be considered as the first scrubber, cleaner, or cooler.

Provision must be made for efficient cleaning of connecting pipes and bends between the various units and the producer plant. Precaution must be taken to avoid risk of fire in the event of damage to or breakage of any coupling in the connecting pipes.

(iv) Each point at which air is admitted to the generator shall be completely covered by an effective flame trap so arranged that any gas passing back from the generator must pass through the trap. Where gauze or metal wool is used in a flame trap it shall be of copper or copper alloy. Precautions shall be taken by the manufacturer to ensure safety, with special regard to fire risk, gas poisoning, and blow-back of hot charcoal.

(v) Generators or scrubbers mounted in exposed positions shall be covered with an outer grille not less than 1 inch clearance, so as to afford adequate protection to persons.

(vi) Generators shall be placed so that adequate protection shall be given to the driver or persons riding on such vehicle, and to such goods requiring protection.

A shield of fireproof material shall be interposed between the generator and any inflammable material, woodwork, and/or bodywork which is closer than 12 inches to the generator and outlet pipe.

Where partitions are necessary, asbestos or other approved fire-resisting material shall be used and provision made for clearance of not less than three inches from any woodwork or any other inflammable material.

(vii) Generators fitted within the luggage compartment of a motor vehicle shall be completely and permanently sealed from leakage of gas into the interior of the vehicle and shall be suitably insulated with an approved fireproof material. Woodwork or other inflammable materials must not be less than 6 inches from the nearest point of the generator, gas pipes, or scrubbers.

Sufficient ventilation of the compartment shall be provided to allow gases or fumes to escape.

The filling orifice of any generator shall not approach within 12 inches of any portion of the compartment when the filling lid is open.

- (viii) No generator shall be placed within five feet of any petrol tank filler.
- (ix) The water drip sight feed placed inside any vehicle shall be totally enclosed to prevent the possibility of escaping gas or the blow-back of hot water, and shall at all times be plainly visible to the driver and accessible for easy adjustment.
- (x) Producers fitted to the rear of a motor vehicle shall, as far as practicable, be fitted close to the body. The overhang permitted under regulation 38 (c) must not be exceeded and the weight of the producer cleaners and scrubbers must be distributed so as not to seriously affect the safety of the vehicle.
- (xi) The fitting of any generator, scrubber, cooler, filter, or pipes attached thereto shall not exceed the maximum width of the vehicle, except that in the case of a generator fitted on the driving side an overhang not exceeding 6 inches will be allowed; provided the maximum width permitted under the loading regulations is not exceeded; they must not interfere with the driver's vision, front, side, or rear. The lowest point of any unit or part shall not be lower than the lowest point of the front axle of the vehicle concerned when fully laden.
- (xii) All entrance doors, openings, and exit floors shall be kept free from obstructions.
- (xiii) All producers, parts, and fittings, shall be securely fixed to the vehicle, and all parts subject to severe vibration must be connected by bolts or studs, and nuts shall be fastened by locknuts or by nuts and efficient spring or lock-nut washers, or by castellated nuts and split pins, or by some other efficient device, so as to prevent their working or coming loose, to the satisfaction of the local authority.
- (xiv) Where gas producer units are fitted upon trailers they shall be sufficiently protected from damage by accident, and to be constructed so that they will not cause danger or damage to any person or property. The connecting gas pipe between the trailer and the motor vehicle shall be of approved flexible type.
- (xv) All other requisites that may be deemed necessary for securing proper control and due provision for the safety of vehicles using producer gas shall be provided to the satisfaction of a local authority.
- (xvi) Subject to the foregoing specific provisions, the general provisions of the Traffic Regulations, in so far as they apply to the design, equipment, and condition of motor vehicles, shall apply.

#### MUNICIPAL CORPORATIONS ACT, 1906-1939.

##### Municipal Elections.

Department of Public Works,  
Perth, July 9th, 1941.

IT is hereby notified, for general information, in accordance with section 113 of the Municipal Corporations Act, that the following gentlemen have been elected members of the undermentioned Municipal Councils, to fill the vacancies shown in the particulars hereunder:—

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

##### Guildford Municipal Council.

18/6/41; Dobson, William; storekeeper; (c); Carrick, T.; unopposed.

##### Geraldton Municipal Council.

10/6/41; Dunn, Richard John; West; accountant; (b); Edwards, W. P.

##### Midland Junction Municipal Council.

28/6/41; Beilby, Charles Victor; auditor; accountant; (b); Rowe, G.; unopposed.

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

#### MUNICIPALITY OF BOULDER.

Public Stands for Licensed Vehicles Plying for Hire.  
IN pursuance of the powers conferred by section 251 of the Municipal Corporation Act all stands previously published in the *Government Gazette* are hereby cau-

celled and the following place has been appointed to be used as the public stand for licensed vehicles plying for hire:—

##### Motor Cars.

For setting down and taking up passengers:—In Lane street in the centre of the road between Burt street and the right-of-way, excluding a distance of 30 feet from the south side of Burt street in a northerly direction.

W. F. COATH,  
Mayor.

C. L. McLLHENEY,  
Town Clerk.

#### THE ROAD DISTRICTS ACT, 1919-1939.

Goomalling and Dowerin Road Districts—Alteration of Common Boundary—Notice of Intention.

Department of Public Works,  
P.W. 412/41. Perth, 18th June, 1941.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provisions of the Road Districts Act, 1919-1939, to alter the common boundary between the Dowerin and the Goomalling Road Districts by severing from the Goomalling Road District all that portion of land bounded by lines commencing on the eastern boundary of the Goomalling Road District at its intersection with the production east of the southernmost boundary of Avon Location 24479 and extending west to and along the southernmost boundary of said location, and north along its west boundary and an east boundary of Location 24427 to a north-east corner of the latter location; thence east to and along part of the north boundary of Location 24478 to rejoin the district bound-

dary 1 chain south from the south-east corner of Location 24921 (Plan 32B/40, F1, and 57/80, F4) and annexing it to the Doverin Road District.

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

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

#### THE ROAD DISTRICTS ACT, 1919-1939.

Westonia Road District—Alteration of Ward Boundaries—Notice of Intention.

Department of Public Works,  
P.W. 162/33. Perth, 16th June, 1941.

IT is hereby notified, for general information, that it is the intention of His Excellency the Lieutenant-Governor, under the provision of the Road Districts Act, 1919-1939, and all other powers enabling him in this behalf, to transfer from the Town Ward to the East Ward of the Westonia Road District all that portion of land comprised in Miners' Homestead Leases 67 and 74.

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

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

#### THE ROAD DISTRICTS ACT, 1919-1939.

Westonia Road Board—Building By-Laws.

##### BUILDINGS.

IN pursuance of the powers in that behalf contained in the Road Districts Act, 1919-1939, the Westonia Road Board makes the following by-law relating to buildings.

##### Application.

This by-law shall apply to all Townsites within the Westonia Road District.

##### Commencement.

2. This by-law shall come into operation immediately upon its confirmation and approval by the Governor and publication in the *Government Gazette*.

##### Repeal.

3. From the date of coming into operation of this by-law all previous by-laws made by the Board relating to buildings are repealed.

##### Definitions.

4. In this by-law, subject to the context:—

“Act” means the Road Districts Act, 1919-1939.

“Alteration” means any work made or done for any purpose in, to, or on a building (except that of necessary repairs not affecting the construction of any external, cross, or party wall), or any change in the purpose for which any building or erection or any part thereof shall be used.

“Apartment” means a room or rooms or part of a building intended or adapted, occupied or designed for separate occupation as a dwelling, or rented or let as such.

“Approved” means approved by the Board in writing or, in case where the surveyor is authorised by the Board so to do, approved by the surveyor in writing.

“Board” means the Westonia Road Board.

“Build” means and includes erect, build, or construct, or cause to be erected, built, or constructed.

“Building” means and includes erection, structure, detached room, outbuilding, hoarding, and every structure of whatever kind capable of affording protection or shelter, either roofed or intended or adapted to be roofed, and whether enclosed by roofs or not, and every part of such structure, and any addition or alteration thereto.

“Builder” means the master builder or other person employed to execute any work, or the owner of the building or other person for whom or by whose orders such work is to be done.

“District” means the Westonia Road District.

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

“Dwelling-house” means a building used or adapted to be used wholly or principally for human habitation.

“External wall” means an outer wall of a building, not being a party wall, even although it adjoin a wall of another building.

“Garage” means any building used for the housing of a motor or motor vehicle (not being a garage carried on as a business undertaking).

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

“New building” includes:—

(a) any building erected or commenced to be erected after the date of this by-law coming into operation;

(b) any building which for more than half its cubical contents has been taken down or destroyed by fire, tempest, or otherwise, and is re-erected or commenced to be re-erected wholly or partially on the same site after the date of this by-law coming into operation;

(c) any space between walls and/or buildings which is roofed or commenced to be roofed after the date of this by-law coming into operation;

(d) any building removed or transported wholly or in sections into the district or from one part of the district to another part after the date of this by-law coming into operation;

“Outbuilding” means any building on the curtilage of any dwelling, shop, or combined shop and dwelling, not being for the housing of animals or animal, including birds.

“Party wall” means a wall built to be used as a separation of two or more buildings, or a wall forming part of a building built upon the dividing line between adjoining premises for the common use.

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

“Person” includes corporation.

“Prescribed” means prescribed by this by-law.

“Right-of-way” means any lane or right-of-way, not a road, over which any person other than the owner thereof has a right of carriage way.

“Road” has the same meaning as in the Act.

“Surveyor” means the building surveyor or acting building surveyor for the time being of the Board, or other officer having for the time being the administration of this by-law.

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

“Surface or ground level” means the mean level of the ground as determined by the surveyor.

“Wood or wooden buildings” mean buildings of wood or having wooden frames.

##### Notice to be given.

5. No builder shall commence any building, or any alteration or addition to any building, without first delivering at the office of the Board a written application in the form of the Schedule A hereto before so commencing, and delivering to the surveyor 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.

## Plans and Specifications.

6. (a) All plans shall be clearly drawn on drawing paper, tracing cloth, or blueprint, and specifications shall be typewriting or ink manuscript, clearly written, and on strong paper.

(b) The plans shall consist of a ground plan, a front elevation and a locality plan.

(c) The ground plan and front elevation shall be drawn to a scale of eight feet to one inch (or any larger scale).

(d) The locality plan shall be drawn to a scale of twenty feet to one inch (or any larger scale).

(e) The locality plan shall show the relation of the buildings to the boundary of the site and to the other buildings thereon.

(f) 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, if second-hand materials are to be used, shall give particulars.

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

## Plans, etc., to be kept at Building.

7. Such plans and specifications shall be kept at the building therein referred to, and shall be available for inspection by the surveyor, or the accredited officer of the Board, at all reasonable times, on demand, during the construction or erection or alteration or addition, as the case may be, and for fourteen days after the completion thereof.

## Permits and Fees.

8. No builder shall commence any building, erection, or 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 the Schedule B of this by-law, and without first having paid to the Board the fees set forth in the Schedule C of this by-law.

Each building must be completed within the under-mentioned specified time from the date of issue by the Board of the permit therefor:—(a) Brick, stone or concrete buildings—six months; (b) all other buildings—three months.

## Surveyor may Enter and Inspect.

9. The surveyor, at all reasonable times during the progress, and after the completion of any building, or addition or alteration to any building affected by this by-law, may enter and inspect such building or addition or alteration.

## Surveyor may stop Work if contrary to By-law.

10. The surveyor may at any time stop the progress of any building, and withdraw or suspend any permission given by the Board under this by-law, in the event of his not being satisfied that all the provisions of this by-law are being complied with, and any person who continues or builds or erects or works on the site after notice from the surveyor to desist shall be guilty of an offence against this by-law.

## General Provisions.

11. (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) Not more than one dwelling shall be erected on one quarter-acre block. Not more than one shop with dwelling attached and two lock-up shops shall be erected on one quarter-acre block with 66 feet frontage.

## Distance from Road.

12. No building which is intended to be used as a dwelling-house, and no addition to any such building, shall be built within a distance of twenty feet, measured horizontally, from the road the building fronts, unless a building line at a different distance from such road has been fixed by a proper authority.

## Distance from Side Boundary.

13. No building which is intended to be used as a dwelling-house, and no addition to any building which is intended to be used as a dwelling-house, shall be built within a distance of four feet six inches, measured horizontally, from the boundary of the allotment of which such building is erected.

## Minimum Area of open Land.

14. At least one-third of the area of any allotment on which a dwelling-house is erected shall be left open and unbuilt on and for the exclusive use of the occupants of the buildings erected upon such allotment.

## Computing Distances.

15. For the purpose of computing distances from an building, the outer face of the wall shall be taken as the point from which measurements are to be taken.

## Apartment Buildings.

16. (a) The total floor area of an apartment building, together with the floor area of any other building erected on the same allotment, shall not exceed half the area of such allotment.

(b) The total floor area of each apartment shall be at least 400 square feet.

In addition thereto every apartment shall have, for the exclusive use of the occupants thereof, at least 10 square feet of verandah space.

(c) Every main room in an apartment shall have floor area of at least 80 square feet.

The average floor area of all the main rooms in an apartment shall be at least 100 square feet.

(d) Every apartment shall be self-contained. It shall contain its own kitchen, bathroom, and lavatory. It shall have a separate entrance from the outside of the building.

(e) An apartment building shall be of not more than two storeys.

(f) An apartment building shall be constructed of fire-resisting material.

## Outbuildings.

17. 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 arise, the Board may determine in which position upon the allotment such outbuilding may be erected.

## Fowl-houses.

18. Fowl-houses may be erected at rear of a dwelling not less than four feet six inches, from the boundary of land not in the same occupation, provided that the nearest portion of such fowl-house is at least 80 feet from the front of the allotment and 30 feet from any dwelling-house, church, school-room, hall or factory. The walls and roof covering of such fowl-house must be of iron or other fire-resisting material, approved by the surveyor.

## Garages.

19. (a) No garage shall be erected nearer than the dwelling-house to which it is appurtenant to any road fronted by such dwelling-house.

(b) The doors of a garage, when opened, shall not encroach on any road.

(c) Every garage shall be constructed of fire-resisting material. Where fire-resisting sheets are used for wall framing and dado of approved hardwood may be used.

(d) Where a garage is incorporated as part of the main building, it shall in all respects conform thereto.

## Quality of Materials.

20. All materials used in any building must be of good quality and shall be subject to the approval of the surveyor, and the surveyor shall have power to condemn and to order the removal of, or to remove at the expense of the owner, any material which in his opinion is not suitable for use for the purpose for which he considers it is intended to use same, and no person shall use any material so condemned for any building, alteration, or addition.

## Workmanship.

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

## Textile Materials.

22. No hessian, calico, canvas, or other textile material shall be used on the outside of external walls, except in respect of buildings erected outside of the area bounded by Pegmatite street, Diorite street, Galena street, and Jasper street, Westonia. When such material is used it shall be lime-washed or cement-washed to the satisfaction of the surveyor.

## Iron Chimneys.

23. Iron chimneys shall be laid on brick, stone, or concrete base, and lined three feet high with brickwork or concrete and free from all woodwork.

## Second-hand Material.

24. No old or second-hand material may be used, unless approved in writing by the surveyor. All old or second-hand material used as coverings for roofs and external walls shall be painted with two coats of good lead and oil base paint.

## Wooden Buildings.

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

(a) Stumps shall be not less than 4 in. x 4 in. jarrah or other approved timber, spaced not more than 5 ft. centre to centre. Stumps shall be tarred and sunk at least 18 in. below the natural surface of the ground, with tarring to extend for 6 in. above the ground level. Ant stops to be provided, projecting at least 2 in. over stumps.

(b) Sole plates—Jarrah, 6 in. x 6 in. x 1½ in.

(c) Bottom plate and bearers—4 in. x 3 in., hardwood or jarrah.

(d) Floor joists—4 in. x 2 in., hardwood or jarrah, at 18 in. centres, supported at least every 5 ft.

(e) Vermin plate—4 in. x 2 in., hardwood or jarrah.

(f) Bearers—4 in. x 3 in., not more than 5 ft., apart.

(g) Studs—not less than 3 in. x 2 in., spaced at not more than 2 ft. centres, properly braced and secured. Where studs of 3 in. x 2 in. are used, the angle of corner studs shall be 3 in. x 3 in.; where studs of 4 in. x 2 in. are used, the angle or corner studs shall be 4 in. x 4 in.

(h) Ceiling joists—not less than 3 in. x 2 in., spaced not more than 2 ft. apart, centre to centre, properly braced and secured.

(i) Rafters—not less than 3 in. x 2 in., spaced not more than 2 ft. 6 in. centre to centre, in case of iron roofs, and 1 ft. 6 in., centre to centre, in case of slate, tile, or other similar roofs. Where rafters of 4 in. x 2 in. are used they 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.

(j) Top plates—not less than 3 in. x 2 in.

(k) Purlins—3 in. x 1½ in.

(l) Ceiling hangers—7 in. x 1¼ in., not more than 7 ft. apart.

(m) Collar ties—3 in. x 1½ in.

(n) Ridge—6 in. x 1¼ in.

(o) Hips—7 in. x 1½ in.

(p) Fascia—7 in. x 1 in.

(q) Flooring boards—1 in. thick by varying widths.

(r) Weatherboards—1¼ in. lap.

(s) W.C. shall be constructed not less than 4 ft. x 3 ft., internal dimensions.

(t) In addition to the bearers required for the spacing specified above, an additional bearer of 4 in. x 3 in. must be placed under each wall or partition.

(u) 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.

(v) Wash-houses, W.C., and woodsheds not under main roof to be not less than 3 in. x 2 in. framing.

## Alterations.

26. Except with the consent of the surveyor, no alteration shall be made to any building in such manner that when so altered it will by reason of such alteration not be in conformity with the provisions of this by-law relating to new buildings.

## Additions or Alterations.

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

## Height of Rooms.

28. The main rooms in all buildings shall be in every part not less than 9 ft. 6 in. from floor to ceiling, and the minimum height for wash-houses and bath-rooms shall be 8 ft.

## Minimum Area of Rooms.

29. No main room shall have less floor area than 80 square feet.

## Average Area of Rooms.

30. The areas of the floor of all the main rooms in all buildings shall, taken together, average not less than 120 square feet per main room.

## Windows and Ventilators.

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

## Application to Shops.

32. The provisions of this by-law relating to height and area of rooms, windows, and ventilators shall, as far as applicable, apply to all shops, save that the minimum height of walls in shops shall be twelve feet.

## Floors.

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

## Space under Floors.

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

Water not to be allowed to drip on any Public Place.

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

Permit may be Refused if Drainage not Satisfactory.

36. The Board may refuse to approve the plan of any building, or of any addition or alteration to any building, until it is satisfied that the proposed building or addition or alteration, and the site and curtilage thereof, will be properly drained.

## Bathrooms.

37. 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 with 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, 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.

#### Laundries and Kitchens.

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

#### Drainage Waste Water.

39. Every person who shall erect a building shall provide proper drains sufficient for carrying away all waste water at least twenty feet from any building.

#### Waste Pipes.

40. Waste water-pipes from baths, sinks, and wash-troughs shall be of wrought iron, with trap fittings, where required by the surveyor.

#### Roof Water Disposal.

41. All buildings shall be provided with pipes for carrying off rainwater from the roof thereof to at least two feet clear of the foundations, to the satisfaction of the building surveyor.

#### Removal of Buildings.

42. If any building is removed from outside the district to within the district, or from a site within the district to another site within the district, whether on the same or another block of land, such building shall be deemed, for the purpose of this by-law, to be a new building erected for the first time on the site whither it is removed.

#### Verandahs.

43. No person shall erect, or cause or permit to be erected, any portico or verandah over the footway of any road in the district, without first obtaining the consent of the Board in writing, and such portico or verandah shall be of a design for the time being approved by resolution of the Board, but the lowest part of the frieze or rails of such portico or verandah shall in no case be of less height than nine feet above the level of the outer edge of the footway.

#### Porch, Landing, etc.

44. Every porch, gangway, outside landing and outside step shall be of fire-resisting material, and shall not project beyond the boundary of any road or public place.

#### Signboard, Hanging Lamp, etc.

45. No signboard, hanging lamp, or other fixture shall be erected on or attached to any building or verandah projecting over any road, unless the permission in writing of the Board be first obtained. Each such signboard, hanging lamp, or other fixture shall be of material, construction, and design approved by the surveyor, and shall be in no part less than eight feet six inches above the level of the footpath or road.

#### Unightly or Dangerous Fence.

46. When a fence abutting on or within ten feet of any road or public place within the district is in a dangerous or unsightly state the Board may, by notice in writing to be served on the owner of such fence, require such owner within fourteen days from the receipt of such notice, to take down or repair such fence, as the case may require, and such owner shall comply with such notice.

#### Exempted Buildings.

47. This by-law shall not apply to any greenhouse, fernery or aviary.

#### Inspection before Occupation.

48. 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 whether or not the building has been erected in accordance with this by-law, and without material deviation from the approved plan and specifications: Such report shall not be deemed to be evidence (in the event of any prosecution hereunder) that this by-law is being complied with.

No Building may be erected except in compliance with this By-law.

49. No person shall erect, build, or construct, remove, or make any alteration or addition to, or cause to be erected, built, or constructed, removed, or make any alteration or addition to any building contrary to the provisions of this by-law.

#### No user infringing By-law.

50. No person shall occupy or permit to be occupied any building for any purpose for which such building could not have been built under the provisions of this by-law: Provided that this clause shall not prevent the continued use of any building in existence at the time of coming into operation of this by-law for any purpose for which it was then being used.

#### Penalty for Breach.

51. Any person who shall be guilty of any breach of any of the provisions of this by-law, or shall fail to duly comply with any notice thereunder, shall be liable for every such offence to a penalty of not less than one pound and not exceeding twenty pounds.

#### Certificate of Surveyor.

52. If the surveyor shall certify in writing to the Board that any building has been removed into or erected or re-erected within the district, or occupied contrary to any of the provisions of this by-law, or that any building is in a dilapidated, ruinous, unsafe or insanitary condition the Board, or any officer thereof or other authorised agent, may give to the owner, occupier, or builder or leave upon the site of such building a notice in writing requiring such owner to alter, or repair, or to remove or pull down such building within such time as is limited by such notice, and such owner, occupier, or builder shall comply with such notice within the time therein limited.

#### Notice to make Building conform to By-law.

53. If any building shall be wholly or partly built or erected, added to, or altered contrary to or not in conformity with the provisions of this by-law, the Board or any officer thereof, may give to the owner, occupier or builder, or leave upon the site of such building notice in writing to bring such building into conformity with the said provisions, or requiring the pulling down or removal of such building within such time as is limited in such notice, and such owner, occupier, or builder shall comply with such notice within the time therein limited.

#### Power of Board where Building or Erection is contrary to By-law.

54. If default shall be made in complying with an notice mentioned in the last two preceding clauses, then notwithstanding the imposition or recovery of any penalty, it shall be lawful for the said Board, by its surveyor, officer, or other authorised agent or agents, to enter upon any building and on the site thereof, with sufficient number of workmen, and for that purpose, to break down any fence surrounding the land on which the building is situate, and to demolish and pull down the said building or any part or parts thereof, and to do any other act that may be necessary for the purpose and to remove the materials thereof to some convenient place, and if the Board in its discretion thinks fit to see the same, in such manner as it thinks fit; and all expenses incurred by the Board, its surveyor, officer, or other authorised agent or agents in demolishing or pulling down the said building, or any part thereof or selling the same, and in doing other acts as aforesaid and all fees and penalties due by the owner, occupier or builder thereof may be deducted and retained by the Board out of the proceeds of such sale, and the Board shall restore the surplus (if any) arising from such sale to such owner, occupier, or builder, or other person legally entitled thereto, on demand, and any deficiency shall be made good and paid by the owner, occupier, or builder to the Board on demand.

SCHEDULE A.

Application Form.

Date.....

I,....., of..... hereby make application for a permit to erect a..... on lot....., (name of town). Building is to be used for..... Outbuildings to be erected as follows:..... Used as..... I submit block plan, ground plan, front elevation and specifications of proposed building and outbuildings, together with a copy to be retained by the Board, and certify that, to the best of my knowledge, the plans and particulars herein set out are true and correct.

Signed.....(Owner or Builder).

SCHEDULE B.

Westonia Road Board.

Building Permit.

No.....

Date.....

Permission is hereby granted to.....of..... for the erection of....., on Lot No..... (name of town), in accordance with the plans and specifications submitted, subject to the provisions of the Road Districts Act, 1919-1939, the Health Act, 1911-1926, and all regulations and by-laws made thereunder. ....Building Surveyor.

SCHEDULE C.

Prescribed Fees.

New Building .. .. . 5s. 0d.  
Addition or alteration to Building .. .. . 2s. 6d.

A resolution adopting the foregoing by-law was passed by the Board on the 1st day of February, 1941.

D. A. DAVIES, Chairman.  
J. M. BARTLEY, Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 11th day of June, 1941.

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

THE ROAD DISTRICTS ACT, 1919-1939.

Westonia Road Board.

Town Planning By-laws.

IN pursuance of the powers in that behalf contained in the Road Districts Act, 1919-1939, the Westonia Road Board makes the following by-laws relating to town planning.

Application.

1. These by-laws shall apply to the Townsite of Westonia.

Commencement.

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

Interpretation.

3. "Building" means and includes erection, structure, detached room, outbuilding, hoarding, and every structure of whatever kind capable of affording protection, either roofed or intended or adapted to be roofed, and whether enclosed by a roof or not, and every part of such structure and any addition or alteration thereto. "Board" means the Westonia Road Board. "Business" means a shop, workshop or factory. "Residence" means a dwelling-house.

Mixed District.

4. The following shall be a mixed district for residences and businesses:—All that area bounded on the north by Gold street, on the south by Kaolin street, on the east by the right-of-way between Wolfram and Jasper streets, and on the west by the right-of-way between Wolfram and Diorite streets.

Residential District.

5. All that area outside of the mixed district shall be a district for residences.

No Building to be erected contrary to Classification.

6. No person shall erect in the residential district any building which is intended or adapted to be used as a business.

Notice to make Building conform to By-law.

7. If any building shall be wholly or partly built or erected, added to, or altered contrary to or not in conformity with the provisions of these by-laws, the Board or any officer thereof, may give to the owner, occupier, or builder, or leave upon the site of such building, notice in writing to bring such building into conformity with the said provisions, or requiring the pulling down or removal of such building within such time as is limited in such notice, and such owner, occupier or builder shall comply with such notice within the time therein limited.

Power of Board where Building is contrary to By-law.

8. If default shall be made in complying with any notice mentioned in the last preceding clause, then, notwithstanding the imposition or recovery of any penalty, it shall be lawful for the Board, by its surveyor, officer, or other authorised agent or agents, to enter upon any building and on the site thereof, with a sufficient number of workmen, and for that purpose, to break down any fence surroundings the land on which the building is situate, and to demolish and pull down the said building or any part or parts thereof, and to do any other act that may be necessary for the purpose, and to remove the materials thereof to some convenient place, and, if the Board in its discretion thinks fit, to sell the same in such manner as it thinks fit, and all expenses incurred by the Board, its surveyor, officer, or other authorised agent or agents in demolishing and pulling down the said building or any part thereof, and selling the same, and in doing other acts as aforesaid, and all fees and penalties due by the owner, occupier, or builder thereof, may be deducted and retained by the Board out of the proceeds of such sale, and the Board shall restore the surplus (if any) arising from such sale to such owner, occupier, or builder, or other person legally entitled thereto, on demand, and any deficiency shall be made good and paid by the owner, occupier, or builder to the Board on demand.

Penalty for Breach.

9. Any person who shall be guilty of any breach of any of the provisions of these by-laws, or shall fail to duly comply with any notice thereunder, shall be liable for every such offence to a penalty of not less than one pound and not exceeding twenty pounds.

A resolution adopting the foregoing by-laws was passed by the Board on the 8th day of March, 1941.

D. A. DAVIES,  
Chairman  
J. M. BARTLEY,  
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 11th day of June, 1941.

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

Department of Agriculture,  
Perth, 4th July, 1941.

Agric No. 2450/30, Vol. 11; Ex. Co. No. 1280. HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of the appointment of Constables Amos Charles Allan Bandy and Roy Vernon Edwards as Inspectors under the Brands Act, 1904-1935 and the Stock Diseases Act, 1895.

(Sgd.) G. K. BARON HAY,  
Acting Under Secretary for Agriculture.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 139 of 1941.)

In the matter of an Award made on the 23rd day of August, 1938, Numbered 35 of 1936, between the Coastal District Committee Amalgamated Engineering Union Industrial Association of Workers; State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicants, and Saunders and Stuart Pty., Ltd.; Metters, Ltd.; and others, Respondents, and in the matter of an Application by the Respondents for an amendment of the said Award.

HAVING heard the parties, and by consent thereof, the Court hereby orders and declares that Award Numbered 35 of 1936 made on the 23rd day of August, 1938, is hereby amended so as to read as follows:—

1.—Definitions.

In this Award, subject to the context:—

“Patternmaker” means a tradesman engaged in the making of patterns in wood.

“Tradesman” means a worker, not being an apprentice, who in the course of his employment works from drawings or prints, or makes precision measurements or applies general trade experience, and includes a first-class machinist.

“Toolmaker” means a tradesman making and/or repairing any precision tool, gauge, die, or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion.

“First-class machinist” means a tradesman who is partly or wholly engaged in setting up and operating the following machines:—Lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, and grinding machine.

“Second-class machinist” means an adult not engaged as a tradesman and who is not required to work from drawings or prints required to be scaled and/or measured from drawings or prints, or to make precision measurements, but who is engaged in operating or in the setting up and operating of machines enumerated in the definition of “First-class machinist”; or who is engaged operating a key-seating machine, or a second-class brass finisher or as a pipe fitter on low pressure work.

“Third-class machinist” means a machinist, not being a process worker, who operates any machine set up by a tradesman or any machine the setting up of which does not require the knowledge or skill of a second-class machinist.

“Process worker” means a worker engaged on repetition work on any automatic, semi-automatic, or single-purpose machine, or any machine fitted with jigs, gauges, or other tools rendering operations mechanical or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.

“Motor mechanic” means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or chassis on motor cars or other motor vehicles, except motor cycles.

“Motor vehicle assembler” means a worker engaged in assembling and putting together the parts of a motor vehicle as received from the maker, but does not include a worker engaged in any work in the nature of altering or adjusting such parts, which is the work of a motor mechanic or a motor cycle mechanic.

“Motor cycle mechanic” means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or frames and/or chassis of motor cycles and side-cars.

“Cycle mechanic” means a worker engaged in building, brazing, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts of a pedal cycle.

“Cycle assembler” means a worker engaged in assembling and putting together and adjusting the parts of a pedal cycle as received from the maker.

“Locksmith” means a tradesman engaged in the making (except in quantities by manufacturing methods) and/or repairing of locks, and the mechanism of safe and strongroom doors.

“Automotive electrical fitter” means a worker engaged in the manufacture and repair of the starting, lighting, and ignition equipment of motor vehicles (including motor cycles).

“Electrical fitter” means a worker employed in making, repairing, altering, assembling, testing, winding, or wiring electrical machines, instruments, meters, or other apparatus, other than wires leading thereto, but a worker whose duty consists of placing electrodes in “neon” tubes sealed by the worker shall not be deemed for that reason to be an electrical fitter (see clause 19 (i)).

“Electrical installer,” subject to the exceptions specified in this definition, means a worker engaged in the installation of electric lighting, electric meters, bells, telephones, or motors, and apparatus used in connection therewith, and includes a worker engaged in the running, repairing and testing of wires used for lighting, heating, or power purposes.

The term does not include a worker who fixes a motor on a concrete bed or who erects metal frames for the support of apparatus used in connection with the generation or distribution of electricity.

“Battery fitter” means a worker engaged in overhauling and repairing storage batteries.

“Battery attendant” means a worker who carries out testing, topping up, cleaning, charging, and discharging, removing, and replacing storage batteries.

“Linesman and/or wireman” means a worker engaged (with or without labourers assisting) in erecting poles for electric wires, or erecting wire or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electric poles off the ground, or doing any other work in connection with wiring and fixing which does not require the possession of an installer’s license under the regulations made pursuant to the Electricity Act, 1937 (see clause 19 (ii)).

“Meter fixer” means a worker employed in the fixing and removing of meters, who, for the purpose of carrying out his work, is not required to possess an installer’s license under the regulations made pursuant to the Electricity Act, 1937.

“Meter tester—first-grade” means a worker whose work consists of:—

- (a) placing polyphase electricity meters in position and connecting them up to a supply for the purpose of testing their accuracy of registration in conjunction with a master meter or other checking device; and
- (b) adjusting a regulating screw or other regulating device on the meter in order to secure uniformity of the speed of the meter under check with the checking device within the prescribed limits; and
- (c) noting or recording the speed of the meter under check.

“Meter tester—second-grade” has the same meaning as “Meter tester—first-grade” except that it shall be read and construed as applying to single-phase meters instead of polyphase meters.

“First-class welder” means a worker using electric arc or acetylene petrol or coal gas blow pipe on any work other than—

- (a) filling castings; or
- (b) cutting scrap metal; or
- (c) welding with the aid of jigs; or
- (d) operations specifically mentioned as being the work of a second, third, or fourth-class welder in the definitions of those terms hereunder:—

“Second-class welder” means a worker who:—

- (a) uses any of the foregoing types of welding apparatus in filling castings; or
- (b) welds with the aid of a jig; or
- (c) operates automatic welding machines for the setting up of which he is not responsible.

“Third-class welder” means a worker who uses any of the foregoing types of welding apparatus in tacking preparatory to the completion of work by any other worker.

“Fourth-class welder” means a worker using an electric spot or butt-welding machine or cutting scrap with oxy-acetylene blow-pipe, petrol, or coal gas blow-pipe.



“Electro-plater—first-class,” means an adult worker who maintains the solutions used and is responsible for the electro-plating of ware.

“Electro-plater—second-class,” means an adult worker not responsible for the solutions used and engaged mainly on electro-plating.

“Electro-plater—third-class,” means an adult worker engaged in electro-plating on the barrel-plating system.

“Rigger and splicer” means a worker responsible for the erection of tackle and who, amongst other duties, is required to splice wire rope.

“Window-frame making” means the making, in quantities, of metal window frames, metal doors and grilles, and metal ornamentalions used in buildings.

“Jobbing and making” means the making in metal of machinery and mechanical apparatus, and of electrical machinery and apparatus and other metallic articles, and the assembling thereof, and the repairing and maintenance and installation thereof by methods other than those set out in the definition of manufacturing.

“Manufacturing” means the making in quantities of interchangeable or standardised parts of machinery and mechanical apparatus and of electrical machinery and apparatus and other metallic articles by specialised processes and the assembling thereof.

“Casual worker” (see clause 6 (ii)), subject as hereinafter mentioned, means a worker employed for less than six (6) consecutive workings days, but does not include a worker picked up for the purpose of unloading pig iron, scrap iron and coke in the Cast Pipe Section.

“Pipe builder” means a worker in charge of the assembling and straightening up of the different sections of a pipe ready for the welder.

“Pipe assembler” means a worker assisting under the direction of a pipe builder in assembling and straightening up the different sections of a pipe ready for the welder.

“Junior” means a male or female worker under the age of 21 years and who is not employed as an apprentice.

## 2.—Respondents.

The names of the respondents parties to and bound by this Award are set out in the First Schedule.

## 3.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth, but excluding the works and undertakings of the City of Perth Electricity and Gas Department.

## 4.—Term.

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

## 5.—Contract of Service.

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

(b) The employer shall be under no obligation to pay for any day not worked 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 18, 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.

## 6.—Wages (and see Clauses 7 to 12 inclusive).

(i) The minimum rates payable to workers shall be in accordance with the Second Schedule hereinafter appearing. The rates, for convenience sake, are set forth in weekly amounts.

(ii) A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award.

(iii) If for any cause workers engaged on the task system in the Cast Pipe Section perform less than the recognised day's work their pay for that day may be reduced proportionately.

(iv) Liberty is reserved to any party or person, bound by the Award, to apply to the Court at any time for any variation of the Second Schedule.

## 7.—Structural Iron and Steel Works.

Tradesmen and other workers who are engaged on structural iron and steel shall be paid the rates for such work set out in the Boilermakers' Award, No. 38 of 1936, and any variation thereof. Otherwise, where applicable, all the provisions of this Award shall apply to tradesmen and other workers mentioned in the Wages Schedule when employed on structural iron and steel work.

## 8.—Piecework.

(a) Subject to the minimum wages 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 Award apply to the Court for the correction or regulation of any piecework rates, time bonus rate, task rate, or any other system of payment by results.

## 9.—Higher Duties.

Subject to paragraph (c) of clause 10 of this Award, a worker engaged for more than half ( $\frac{1}{2}$ ) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ( $\frac{1}{2}$ ) of one (1) day or shift he shall be paid the higher rate for the time so worked: Provided that nothing in this clause shall affect the existing custom in the Cast Pipe Section.

## 10.—Special Rates and Provisions.

(a) Height money:—Workers engaged in the erection of steel frame buildings, bridges, and gasometers at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling (1s.) per day extra.

(b) (i) Goggles, glasses, and gloves, or other efficient substitutes therefor, shall be available for the personal use of any worker engaged in welding.

(ii) Every worker shall sign an acknowledgement on receipt thereof and on leaving employment shall return the same to the employer.

(iii) During the time the same are on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(iv) No worker shall lend another worker the goggles, glasses, or gloves or substitutes issued to such first-mentioned worker, and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.

(v) Before goggles, glasses, or gloves or any such substitutes which have been used by a worker are re-issued by the employer to another worker they shall be effectively sterilized.

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

(d) Men tarring pipes in the Cast Pipe Section shall be paid sixpence (6d.) per day extra.

(e) Dirt money:—One penny half-penny ( $1\frac{1}{2}$ d.) per hour shall be paid to workers when engaged on work of a specially dirty nature, where clothes are necessarily unduly soiled or injured or boots are injured by the nature of the work done.

Without limiting the definition of “dirty places,” the following may be taken as examples:—Chimney flues other than new, inside fireboxes and smokeboxes other than new, inside boilers other than new, motor ear sumps other than new (where elevator is not provided).

(f) Work on ships:—One penny half-penny (1½d.) per hour extra shall be paid to workers when engaged in working under lower platforms of engine rooms, in bilges, or any confined spaces around ship's boilers between ship's sides and boilers, through manhole doors, and between bulkheads and back-end of single-end boilers.

(g) Marine work:—Work in double-bottom tanks and bilges and on board ships in any confined spaces where it is necessary for the worker to work in a stooping, sitting or otherwise cramped position, shall be paid for at the rate of one penny half-penny (1½d.) per hour extra.

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

(h) Extra payment in respect of dirt money or on ships or marine work shall not be cumulative.

(i) Leading hand:—

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

(ii) Any other worker placed in charge of six (6) or more workers shall be paid one shilling and eightpence (1s. 8d.) per day above the minimum rate hereinbefore prescribed for his classification.

(j) Pattern-making:—The sum of two shillings and sixpence (2s. 6d.) per week shall be added to the rates herein prescribed in the case of an apprentice to pattern-making.

(k) Tapper-out:—A worker occasionally employed as a tapper-out, if not a tradesman, shall receive one shilling (1s.) per day over his rate on casting days.

(l) Chemical and Manure Works:—The minimum rates prescribed for all classifications other than general labourer in this Award shall be increased by fivepence (5d.) per day for workers in artificial manure or chemical works.

(m) Apprentices and junior workers shall be deemed to be included in the provisions of paragraphs (a), (b), (c), (f), and (g) of this clause.

(n) Employers shall provide reasonable washing and sanitary conveniences.

(o) Linesmen and their assistants shall be supplied with oilskins and sou'-westers every two (2) years. The worker shall be responsible for any loss of or damage to the same (ordinary wear and tear excepted) before the expiration of such period. If the worker leaves or is dismissed from his employment before the expiration of two (2) years from the issue he shall return the oilskin and sou'-wester issued to him.

#### 11.—Country Work.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second-class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return at night suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid for at ordinary rates, up to a maximum of twelve (12) hours in any twenty-four (24) hour period from the time of starting on the journey; provided that when the travelling is by boat not more than eight (8) hours shall be paid for in such period.

#### 12.—Under-rate Workers.

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

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

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

#### 13.—Hours (and see Clauses 14 to 16 inclusive).

(1) (a) Forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work: Provided that, by agreement between the employer and the workers employed in any particular establishment, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours forty-eight (48) minutes.

(c) The ordinary hours of work shall be between 7 a.m. and 5.30 p.m., except:—

(i) on Saturday, when work shall finish at noon;

(ii) in the case of workers employed in the making of cast pipes, in which case the recognised custom as to the day's work, including five (5) hours' work on Saturday for workers on the task system, shall continue;

(iii) where the employer and his workers mutually agree on some other starting and finishing times.

(2) Meal interval shall not exceed one (1) hour.

(3) By agreement between any employer and his workers, ordinary hours may be worked on the basis of eighty-eight (88) hours per fortnight, with one week of forty (40) and one of forty-eight (48) hours.

#### 14.—Overtime.

(1) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours, and double time thereafter.

(2) Except as provided by clause 15 (f), work done on Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday or Labour Day, shall be paid for at double time rate, except in connection with repairs to the employer's machinery which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to the work done on such days.

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

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

(5) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

(6) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(7) Overtime on shift work shall be based on the rate payable for shift work.

(8) A worker shall not be compelled to work for more than six (6) hours without a break for a meal.

#### 15.—Shift Work.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the union.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked but shall be deemed to be overtime; on completion of the fifth (5th) consecutive afternoon's or night's work the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

For the first three (3) calendar months—Ten per cent. (10%) for afternoon shift and fifteen per cent. (15%) for night shift.

After three (3) calendar months' shift work have been done—Five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Sunday or on any public holiday.

(e) Where shift work ceases to be worked in any establishment and such establishment subsequently reverts to shift work, then any period of time the establishment may have worked shift work within a period of twelve (12) months immediately preceding the date the establishment recommences shift work shall count as time worked for the purpose of sub-clause (c) of this clause.

(f) In the event of workers being required to perform shift work on Sundays or holidays, as named in clause 14 (2), liberty is reserved to any party bound by the Award to apply to the Court for the fixation of rates to be paid on such Sundays and/or holidays.

#### 16.—Part-time Employment.

The employer shall have the right, after having served written notice upon the union, at the expiration of seven (7) days therefrom, to apply to the Court for an order to vary clause 13 (Hours) so as to provide for a shorter working week for any or the whole of his workers at the rate of wages specified in this Award or proportionate to the time so to be worked, without payment of casual rates, but before any order is granted the employer shall satisfy the Court that by reason of financial depression existing in the State such an order would be expedient in the interests of all parties concerned.

#### 17.—Holidays.

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

The balance of six (6) days shall be granted as annual leave, at the convenience of the employer, but shall in any event be taken within six (6) months after becoming due.

(b) (i) Except when employed subject to the conditions of subclause (2) of clause 14 (Overtime), no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof.

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

(iii) If pursuant to this clause a worker works on any of the specially named holidays he shall have another paid holiday added to his annual holidays for each day so worked.

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

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

(e) The foregoing provisions shall not apply to casual workers.

#### 18.—Absence Through Sickness.

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

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

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

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

(Note.—An apprentice entitled to the tradesman's rate by National Security Regulations is to be paid sick pay in accordance with Apprenticeship Regulation 36—see Schedule III).

#### 19.—Special Conditions.

(i) The work of an electrical fitter shall not be tested by a worker of lower grade.

(ii) No linesman shall be allowed to work off the ground on live wires without an assistant.

#### 20.—General Board of Reference.

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

(b) The Board shall consist of a chairman, to be appointed by the Court and two (2) other representatives, one to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Award:—

(i) classifying and fixing wages, rates and conditions for any machine, occupation, or calling not specifically mentioned in the Award, but so as not to contravene any of the provisions herein;

(ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;

(iii) deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of Regulation 92 of the Industrial Arbitration Act, 1912-1935, shall be deemed to apply to any Board of Reference appointed hereunder.

#### 21.—Apprentices.

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

(b) Apprentices may be taken to pattermaking, electrical fitting, fitting and/or turning, first-class machining, first-class welding, electrical installing, automotive electrical fitting, motor mechanics, motor cycle mechanics, brass finishing, first-class electroplating, blacksmithing, copper-smithing, scale adjusting, locksmithing, battery fitting, scientific instrument making, in the proportion of one (1) apprentice for every three (3) or fraction of three (3) tradesmen; provided that the fraction of three (3) shall not be less than one (1).

Provided further, that an employer adequately equipped to teach apprentices may, with the consent of the Industrial Registrar, take on new apprentices up to the proportion of one to each journeyman employed.

(c) Notwithstanding anything contained in this Award to the contrary, if through lack of orders or through financial difficulties, the employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian, be suspended for a period agreed upon or, if no such agreement be arrived at, may be cancelled by the employer. The onus of proof of circumstances justifying such cancellation shall be on the employer.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

## 22.—Junior Workers.

(a) Unapprenticed male juniors may be employed in or in connection with manufacturing (as defined in clause 1 of this Award) in all occupations for which apprenticeship is not provided, at the rates of wage as set out in the Second Schedule.

(b) Unapprenticed male juniors may be employed (other than in manufacturing as defined in clause 1) in all occupations for which apprenticeship is not provided, at the rates of wage as set out in the Second Schedule.

(c) Liberty is reserved to any party bound by the Award to apply to the Court at the end of three (3) months from the date of this amendment to the Award and at the end of any subsequent period of three (3) months from the date of the previous application, for the fixation of a proportion of juniors in the establishment of any particular employer.

## 23.—Cadets.

(a) Notwithstanding anything herein contained or implied a bona fide employer shall be permitted to appoint one (1) son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one (1) such cadet at any particular time shall be permitted any employer. Where a cadet is employed in the work of a motor mechanic or motor cycle mechanic, he shall, whilst so employed, be counted as an apprentice for the purpose of clause 42 of the Apprenticeship Regulations annexed hereto.

(b) University students:—Provision may be made by agreement between the parties as to terms and conditions of employment, but any such agreement shall be submitted to the Court for approval within one (1) month after the making thereof.

## 24.—Representatives interviewing Workers.

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

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under section 167 of the Industrial Arbitration Act, 1912-1935.

## 25.—Record.

(a) Each employer shall keep a time and wages book showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The Time and Wages Record shall be open for inspection by a duly accredited official of the union, during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect, it shall be made available for inspection within twelve (12) hours, either at the employer's office or at the works.

## 26.—Posting of Award.

The employer shall keep a copy of this Award placed in a conspicuous place in the workshop.

## 27.—Female Workers.

Liberty is reserved to any party bound by the Award to apply to the Court for rates and conditions for the employment of adult and junior female workers.

Dated at Perth this 27th day of June, 1941.

By the Court,

(Sgd.) WALTER DWYER,  
President.

## FIRST SCHEDULE.

## List of Respondents bound by the Award.

Industry.	Name of Respondent.	Address.
Asbestos Cement—Manufacturers of	James Hardie & Co., Ltd.	Rivervale.
Battery Manufacturers and/or Dealers	Vesta Battery Co. (Aust.), Ltd.	886b Hay street, Perth.
Biscuits and Cakes—Manufacturers of	Mills & Ware, Ltd. ....	William street, Fremantle.
Blacksmiths ....	Bradshaw & Beazley	171 Royal street, East Perth.
Brass Founders ....	P. R. Goerke ....	7 Greenway street, Perth.
Brewers ....	Rushton, Bushell & Co. Swan Brewery Co., Ltd.	Elder street, Perth. 127 St. George's terrace, Perth.
Bricks—Manufacturers of	Metropolitan Brick Co., Ltd.	17 Commercial Bank Chambers, Perth.
Cement — Manufacturers of	L. Whiteman, Ltd. ....	Middle Swan.
Confectioners and Confectional Makers	Swan Portland Cement, Ltd.	Rivervale.
	Plairow & Co., Ltd.	155 Havelock street, West Perth.
	Plaimar, Ltd. ....	169 Havelock street, West Perth.
Coppersmiths ....	C. R. Laming & Sons	238 High street, Fremantle.
Cycle Manufacturers and/or Dealers	Armstrong Cycle & Motor Agency	862 Hay street, Perth.
	Arrow Cycles ....	821 Hay street, Perth.
	Charman & Williams	996 Hay street, Perth.
	General Accessories Pty., Ltd.	647 Murray street, Perth.
	West Cycles, Ltd. ....	511 Hay street, Perth.
Dairy Produce—Manufacturers of	Pascoml ....	127 Stuart street, Perth.
	Watson's Supply Stores	31 High street, Fremantle.
Display Fitting Manufacturers	Dunn Bros. ....	129 Murray street, Perth.
Electricians ....	L. H. Deague & Co., Ltd.	540 Hay street, Perth.
	J. Riley ....	6 Stirling highway, Nedlands.
Electrical Contractors	Brear & Doonan, Ltd.	298 Murray street, Perth.
	H. C. Little & Co., Ltd.	402 Murray street, Perth.
	J. L. Mattinson ....	Queen's place, Perth.
Engineers—Automotive Electrical	R. G. Beste ....	10 King street, Perth.
Electrical ....	M. J. Bateman, Ltd.	12 Milligan street, Perth.
	Cheffins & Co. ....	811a Hay street, Perth.
	Elliott & Kiesey ....	380-2 Murray street, Perth.
	A. D. Urquhart ....	61 Market street, Fremantle.
Engineers—General ....	Atkins (W.A.), Ltd. ....	894 Hay street, Perth.
	T. Ellbeck & Son, Ltd.	2 John street, Perth.
	Fraser & Chalmers' Engineering Works, Ltd.	393 Murray street, Perth.
	J. W. Henderson & Son	372 Hay street, Subiaco.
	Hoskins & Co., Ltd.	494 Murray street, Perth.
	George Kent (W.A.), Ltd.	66-70 Railway parade, West Perth.
	J. & E. Ledger, Ltd.	239 Pier street, Perth.
	McPhersons Pty., Ltd.	532 Murray street, Perth.
	Saunders & Stuart Pty., Ltd.	276 James street, Perth.
	Solent Engineering Works	252 James street, Perth.
	Sutherland & Sons, Ltd.	169 Aberdeen street, Perth.
Electro-platers ....	Tomlinson & Co., Ltd.	43 Lord street, Perth.
	Arthur D. Clarke & Son (1933), Ltd.	982 Hay street, Perth.
	Dunn Bros. ....	129 Murray street, Perth.
	Greaves & Son ....	589 Wellington street, Perth.
	Power & Sons ....	304 Murray street, Perth.
Engravers ....	Sheridan's Engraving & Stamp Co.	846 Hay street, Perth.
Fertiliser Manufacturers	Cuning, Smith & Mt. Loyal Farmers' Fertilisers, Ltd.	St. George's terrace, Perth.
Footwear — Manufacturers of	Pearse Bros. ....	Swan street, North Fremantle.
Foundry and Engineering	Fremantle Foundry & Engineering Works	Beach street, Fremantle.
	Port Foundry & Engineering Co.	19 Essex street, Fremantle.
Garage and Service Station Proprietors	Kent's Garage ....	Commercial road, Midland Junction.
	A. Nasso & Sons ....	371 Charles street, North Perth.
	Shearer's Garage ....	255 Canning road, East Fremantle.
	Tivoli Garage ....	873 Hay street, Perth.
	Venables, J. R. ....	97-101 Oxford street, Leederville.
	Vetter & Co. ....	50 Murray street, Perth.
Glass—Manufacturers of	Australian Glass Manufacturers' Co., Ltd.	45 Kensington street, Perth.
Grain Handling in Bulk	Co-operative Bulk Handling, Ltd.	Wellington street, Perth.
Ice and Ice-cream—Manufacturers of	Brownes, Ltd. ....	299 Charles street, North Perth.
Ice—Manufacturers of and/or Cold Storers	Fremantle Cold Storage Co., Ltd.	42 Beach street, Fremantle.
	Perth Ice & Cool Storage, Ltd.	619 Murray street, Perth.
Ironworks ....	Western Ironworks ....	210 High street, Fremantle.

FIRST SCHEDULE—continued.

Industry.	Name of Respondent.	Address.
Locksmiths	B. Makutz	26 Coolgardie street, West Perth.
Machinery Dealers and Makers of Machinery and Parts	McPhersons Pty., Ltd.	532 Murray street, Perth.
Machinery Merchants	Western Machinery Co., Ltd.	494 Murray street, Perth.
	Burridge & Warren, Ltd.	69 King street, Perth.
	Malloch Bros., Ltd.	50-54 William street, Perth.
	H. V. McKay, Massey-Harris Pty., Ltd.	344 Murray street, Perth.
	Paterson & Co., Ltd.	37 Pakenham street, Fremantle.
	The Westralian Farmers, Ltd.	569 Wellington street, Perth.
	H. J. Wigmore & Co., Ltd.	613 Wellington street, Perth.
Matches — Manufacturers of	W.A. Match Co., Ltd.	Havelock street, West Perth.
Meat—Suppliers of	Behns, Ltd.	136 Barrack street, Perth.
Meat Treatment Works	West Australian Meat Exports Co., Ltd.	Robb's Jetty, Fremantle.
Monumental Masons	Wilson, Gray & Co., Ltd.	215 Newcastle street, Perth.
Motor Engineers	Mason & Simonsen, Ltd.	Adelaide terrace, Perth.
	R. Moore & Son	60 Short street, East Perth.
Motor Replacements	United Motors	978 Hay street, Perth.
	Coventry Motor Replacements	878 Hay street, Perth.
Motor Selling and/or Dealing	M. S. Brooking (1931), Ltd.	853-857 Hay street, Perth.
	Comet Motors, Ltd.	918 Hay street, Perth.
	Ford Motor Co. (Aust.) Pty., Ltd.	North Fremantle.
	Mortlock Bros., Ltd.	914 Hay street, Perth.
	Sydney Atkinson Motors, Ltd.	2 William street, Perth.
	Winterbottom Motor Co., Ltd.	199 St. George's terrace, Perth.
Municipal Councils—Suppliers of Electrical Energy	Midland Junction Municipal Council	Midland Junction.
	Subiaco Municipal Council	Subiaco.
Neon Signs—Manufacturers and Installers of	Neon Electric Co.	856 Hay street, Perth.
	Rainbow Neon Light Co.	383 Hay street, Perth.
Netting and Wire—Manufacturers of	W.A. Netting & Wire Co., Ltd.	William street, Perth.
Omni-bus Service	Federal Bus Service, Ltd.	46 Lake street, Perth.
	Metropolitan Omnibus Co., Ltd.	St. George's terrace, Perth.
Opticians and Instrument Makers	Frost & Shipham	249 Murray street, Perth.
Oxygen Production	Western Oxygen Co., Ltd.	Hay street West, Subiaco.
Oxywelders	Bradshaw & Beazley	171 Royal street, East Perth.
Petrol and Oil—Vendors of	Shell Co. of Australia, Ltd.	St. George's terrace, Perth.
	Vacuum Oil Co. Pty., Ltd.	St. George's terrace, Perth.
Pipe Manufacturing	Hume Steel, Ltd.	Upham street, Subiaco.
	Monteath & Sons Pty., Ltd.	586 Hay street, Subiaco.
	Stewarts & Lloyds (Aust.) Pty., Ltd.	959-961 Hay street, Perth.
Plumbers	Geo. Hill & Co.	5 Nash street, Perth.
Plumbers and Sheet Metal Workers	S. W. Hart & Co.	97-103 Fitzgerald street, Perth.
Printers	West Australian Newspapers, Ltd.	St. George's terrace, Perth.
Refrigerators — Servicing of	Refrigeration Service Company	King's place, Perth.
Reinforced Cement Pipes — Manufacturers of	Hume Pipe Co. (Aust.), Ltd.	Upham street, Subiaco.
Repair and Servicing of Machinery used in connection with respondents' businesses of general retail houses, and Repair and Servicing of Motor Vehicles used in connection with such businesses	Boans, Ltd.	Wellington street, Perth.
	Foy & Gibson (W.A.), Ltd.	Hay street, Perth.
	Harris, Scarfe & Sandovers, Ltd.	Hay street, Perth.
Road Boards—Suppliers of Electrical Energy	Bassendean Road Board	Bassendean.
	Perth Road Board	Cecil Buildings, Sherwood court, Perth.
Rope and Twine—Manufacturers of	W.A. Rope & Twine Co. Pty., Ltd.	Buckland Hill.
Safe-makers	B. Makutz	26 Coolgardie street, West Perth.
Scale-makers	Worthington Scale Co.	36 Milligan street, Perth.
Spring-makers	Arthur D. Clarke & Son (1933), Ltd.	982 Hay street, Perth.
Steel Manufacturers	Hadfields (W.A.), 1934, Ltd.	Bassendean.
Stove and Range-makers	Metters, Ltd.	847 Hay street, Perth.
	Westral Foundry & Manufacturing Co.	9 Saunders street, East Perth.
Structural Engineers	Forwood Down (W.A.), Ltd.	Wellington street, Perth.
	Structural Engineering Co. of W.A., Ltd.	Welshpool.
Taxi-car Service	Yellow Cabs (W.A.), Ltd.	Adelaide terrace, Perth.
Tiles — Manufacturers of	Wunderlich, Ltd.	Lord street, East Perth.
Timber Merchants	Bunning Bros., Ltd.	49 Charles street, West Perth.
	Millars' Timber & Trading Co., Ltd.	St. George's House, Perth.

FIRST SCHEDULE—continued.

Industry.	Name of Respondent.	Address.
Tobacco Merchants	Michelides, Ltd.	86 Roe street, Perth.
Quarrying	White Rock Quarries, Ltd.	12 A.M.P. Chambers, Perth.
Welders—Oxy-electric	Bradshaw & Beazley	171 Royal street, East Perth.
	L. C. Lewis	688 Wellington street, Perth.

SECOND SCHEDULE.

Wages.

Basic wage:—	Per Week.
£	s. d.
Within a fifteen (15) mile radius of the General Post Office, Perth	4 8 0
Outside a fifteen (15) mile radius but within a twenty-five (25) mile radius of the General Post Office, Perth	4 9 3

(i) General Engineering Section.

(a) Jobbing and Making Division:—

	Marginal Rates.		War-time Loading per Week.
	Margin per Week.	s. d.	
Patternmaker	1 19 0	5 0	
Toolmaker	1 16 0	10 0	
Scientific instrument maker	1 16 0	10 0	
Electrical fitter	1 10 0	6 0	
Tradesman	1 10 0	6 0	
Motor mechanic	1 7 0	6 0	
Motor cycle mechanic	1 7 0	6 0	
Brass finisher	1 10 0	6 0	
First-class machinist	1 10 0	6 0	
Second-class machinist	1 0 0	4 0	
Third-class machinist	0 14 0	3 0	
Locksmith	1 10 0	6 0	
Scale adjuster—			
Fully licensed	1 10 0	Nil	
Sectional licensee	0 15 0	Nil	
Cycle mechanic	1 0 0	Nil	
Cycle assembler	0 10 0	Nil	
Cycle wheelbuilder	0 10 0	Nil	
Cycle filer	0 7 6	Nil	
Cycle polisher	0 10 0	Nil	

(b) Manufacturing Division:—

Patternmaker	1 19 0	5 0
Toolmaker	1 16 0	10 0
Tradesman	1 10 0	6 0
First-class machinist	1 10 0	6 0
Second-class machinist	1 0 0	4 0
Third-class machinist	0 14 0	3 0
Process worker	0 8 0	3 0
Assembler (window-frame making)		
Machinist (not a process worker in window-frame making)		

Note: Margins for the assembler and machinist in window-frame making division shall be determined by the Court (if the parties are unable to agree) when this class of work is an established concern.)

(ii) Electrical Section.

Electrical fitter and/or armature winder	1 10 0	6 0
Meter tester—		
First grade	1 2 0	4 0
Second grade	0 18 0	3 0
Automotive electric fitter	1 10 0	6 0
Electrical installer	1 7 0	9 0
Electrical fitter's or electrical installer's assistant	0 9 0	3 0
Linesman (and/or wireman)	1 3 0	4 0
Meter fixer	0 18 0	3 0
Battery fitter	1 10 0	6 0
Battery attendant	0 10 0	3 0
Process worker	0 8 0	3 0
Linesman's assistant	0 9 0	3 0

SECOND SCHEDULE—*continued.*Wages—*continued.*(iii) *Electroplating Section.*

	Marginal Rates.				
	Margin		War-time		
	per Week.		Loading		
	£	s.	d.	s.	d.
Electroplater—first-class ..	1	10	0	6	0
Electroplater—second-class ..	1	0	0	4	0
Electroplater—third-class ..	0	8	0	3	0
Polisher .. .. .	0	16	0	Nil	

(iv) *Welding Section.*

First-class welder .. .. .	1	13	0	6	0
Second-class welder .. .. .	0	14	0	3	0
Third-class welder .. .. .	0	12	0	3	0
Fourth-class welder .. .. .	0	10	0	3	0

(v) *Wrought Pipe Section.*

Pipe tester .. .. .	0	9	0	Nil	
Pipe rounder .. .. .	0	9	0	Nil	
Pipe builder .. .. .	0	15	0	Nil	
Pipe assembler .. .. .	0	9	0	Nil	
Machine operator in charge of machine .. .. .	0	15	0	Nil	
Faucet-maker in charge of furnace .. .. .	0	18	0	Nil	
Man assisting furnace faucet-maker .. .. .	0	11	0	Nil	
Man on tar dip and sand rolling .. .. .	0	11	0	Nil	
All other labour as provided in Divisions (iv) and (viii).				Nil	

(vi) *Smithing Section.*

Blacksmith .. .. .	1	10	0	6	0
Coppersmith, other than coppersmiths adults on wash coppers and side boilers for stoves (hand and machine) .. .. .	1	10	0	6	0
Coppersmiths, adults on wash coppers and side boilers for stove (hand and machine) .. .. .	0	11	0	3	0

Note: The foregoing two classifications of a coppersmith do not relate to sheet metal workers in copper sheet metal who come within the designation of "First-class bench hand" and "stock hand" under the terms of the Sheet Metal Workers' Award (No. 22 of 1936).

(vii) *Cast Pipe Section.*

(a) Vertical Pipe Section:—					
Rammer .. .. .	0	13	6	Nil	
Holeman .. .. .	0	13	6	Nil	
Caster .. .. .	0	13	6	Nil	
Tapper .. .. .	0	13	6	Nil	
Leading coremaker .. .. .	0	13	6	Nil	
Steadier to caster .. .. .	0	7	6	Nil	
Steam riddler attendant .. .. .	0	7	6	Nil	
Emptier (not less than two (2) men) .. .. .	0	4	6	Nil	
Faucetmaker .. .. .	0	7	6	Nil	
Coremaker .. .. .	0	7	6	Nil	
Machinist pipe-cutter .. .. .	0	7	6	Nil	
(b) Bank Pipe Section:—					
Head bank pipe moulder .. .. .	0	13	6	Nil	
Footman .. .. .	0	7	6	Nil	

(viii) *Ironworking Section.*

Emery wheel attendant .. .. .	0	11	0	Nil	
Dressers, fettlers, grinders .. .. .	0	11	0	Nil	
Dressers, fettlers, and grinders when using portable machines .. .. .	0	13	0	Nil	
Blacksmith's striker .. .. .	0	9	0	Nil	
Forge furnaceman .. .. .	1	7	0	Nil	
Cupola furnaceman .. .. .	0	18	0	Nil	

SECOND SCHEDULE—*continued.*Wages—*continued.*(viii) *Ironworking Section—continued.*

	Marginal Rates.				
	Margin		War-time		
	per Week.		Loading		
	£	s.	d.	s.	d.
Electric furnaceman .. .. .	1	4	0	Nil	
Men attending small rivet-heating or bolt-heating or similar types of fires .. .. .	0	11	0	Nil	
All other furnacemen .. .. .	0	15	0	Nil	
Assistant furnaceman .. .. .	0	9	0	Nil	
Core stove or oven attendant .. .. .	0	11	0	Nil	
Riggers and splicers on ships and buildings .. .. .	0	15	0	Nil	
Riggers and splicers, except on ships and buildings .. .. .	0	11	0	Nil	
Men engaged in the erection of block and tackle gear .. .. .	0	11	0	Nil	
Dogman .. .. .	0	11	0	Nil	
Crane attendant — rheostatic overhead crane .. .. .	0	11	0	Nil	
Hammer drivers .. .. .	0	11	0	Nil	
Benders of iron and steel frames used for reinforcing concrete .. .. .	0	11	0	Nil	
Painters of iron work other than coach painters and ship painters (brush) .. .. .	0	9	0	Nil	
Painters as before using spray .. .. .	0	10	0	Nil	
Grinding machine operator .. .. .	0	11	0	Nil	
Adult friction saw operator .. .. .	0	9	0	Nil	
Cold saw operator .. .. .	0	11	0	Nil	
Tappers-out .. .. .	0	11	0	Nil	
Shot-blast and sand-blast dressers who are not protected from flying shot and sand by a properly enclosed cabin .. .. .	1	1	0	Nil	
Shot-blast and sand-blast dressers who are protected from flying shot and sand by a properly enclosed cabin .. .. .	0	12	0	Nil	
Belt repairers .. .. .	0	9	0	Nil	
Tool storeman .. .. .	0	9	0	Nil	
Overhead oilers .. .. .	0	9	0	Nil	
Laggers .. .. .	0	9	0	Nil	
Motor vehicle assembler .. .. .	0	11	0	Nil	
Boiler (inside) cleaners and chippers .. .. .	0	15	0	Nil	
Annealing stove attendant .. .. .	0	11	0	Nil	

(ix) *Tradesmen's Assistants.*

Boilermaker's assistant .. .. .	0	9	0	Nil	
Structural steel tradesman's assistant .. .. .	0	9	0	Nil	
Moulder's assistant .. .. .	0	9	0	Nil	
Fitter's assistant .. .. .	0	9	0	Nil	

(x) *Other Workers.*

All workers not otherwise provided for in any of the preceding sections	Nil	Nil
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(xi) *Apprentices' Wages.*

	Per cent. of Basic Wage.	War-time Loading per Week.
First six (6) months .. .. .	20	0s. 9d.
Second six (6) months .. .. .	25	0s. 9d.
Second year .. .. .	30	1s. 0d.
Third year .. .. .	45	1s. 6d.
Fourth year .. .. .	65	2s. 3d.
Fifth year .. .. .	85	3s. 0d.

The war-time loading is not adjustable in accordance with any rise or fall in the basic wage.

(xii) *Junior Workers.*

(a) In manufacturing—Clause 22 (a):—		
First year's experience .. .. .	20	Nil
Second year's experience .. .. .	30	Nil
Third year's experience .. .. .	40	Nil

SECOND SCHEDULE—*continued.*

Wages—*continued.*

(xii) *Junior Workers*—*continued.*

	Per cent. of Basic Wage.	War-time Loading per Week.
(a) In manufacturing— <i>continued.</i>		
Fourth year's experience	55	Nil
Fifth year's experience	70	Nil
Sixth year's experience	85	Nil
Seventh year's experience	90	Nil
(b) Other than in manufacturing—Clause 22 (b):—		
Under 16 years of age ..	25	Nil
Between 16 and 17 years years of age ..	35	Nil
Between 17 and 18 years years of age ..	60	Nil
Between 18 and 19 years years of age ..	75	Nil
Between 19 and 21 years of age .. ..	90	Nil

SCHEDULE III.

*Apprenticeship.*

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.

(d) (i) Fifth year apprentices when engaged on "munitions of war" work as defined by National Security Regulation No. 287 of 1940 as amended or replaced from time to time shall be exempt from attending technical school classes during working hours.

(ii) An apprentice entitled by National Security Regulation to be paid the full tradesman's rate, but who is not engaged on "munitions of war" work as defined by National Security Regulation No. 287 of 1940 as amended or replaced from time to time, shall, when absent from the workshop during working hours for the purpose of attending technical school classes, only be paid for such portion of the time he is so absent as is represented by the proportion that the fifth year apprenticeship rate as prescribed by this Award bears to his full tradesman's rate.

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 examiners may recommend or the employer may apply to the Court to disallow the increase in wages prescribed by the Award, and the Court on any such recommendation or 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 of 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;

(d) an apprentice entitled by National Security Regulation to be paid the full tradesman's rate shall, when entitled to sick pay in accordance with this clause, only be paid for such portion of each day as is represented by the proportion that the rate of wage prescribed in this Award for the year of apprenticeship in which the apprentice is serving when the sickness occurred bears to his full tradesman's rate for that day.

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, occu-

pation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

Form A.

To  
The Registrar, Arbitration Court, Perth.

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

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

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

Form B.

*Certificate of Service.*

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

.....  
.....

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

Form C.

*Certificate of Attendance at Technical School.*

(Reg. 26 (e).)

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

(Signature of Principal).....

Form D.

*Certificate of Proficiency.*

To.....(Apprentice).

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

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

You have therefore passed (or failed) in the exam-  
ination.

.....  
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 Examinator  
Test to the satisfaction of the examiners for the.....  
.....trade.

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

.....  
Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Other conditions:—

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

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

Signed sealed and delivered by the said }  
 ..... }  
 in the presence of..... }

.....  
 (Signature of Guardian).

And by the said..... }  
 in the presence of..... }

.....  
 (Signature of Apprentice).

And by.....of the said }  
 .....for and on behalf }  
 of the said..... }  
 in the presence of..... }

.....  
 (Signature of Employer).

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

.....  
 Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.  
 (No. 140 of 1941.)

In the matter of an Award made on the 23rd day of August, 1938, Numbered 38 of 1936, between the Boilermakers' Society of Australia Union of Workers, Coastal Districts, W.A., Applicant, and Saunders and Stuart Proprietary, Limited, and others, Respondents, and in the matter of an Application by the respondents for amendment of the said Award.

HAVING heard the parties and, by consent thereof, the Court hereby orders and declares that Award Numbered 38 of 1936 made on the 23rd day of August, 1938, is hereby amended so as to read as follows:—

1.—Definitions.

In this Award, subject to the context—

*Boilermaking and Ship Construction Section:*—

"Boilermaking and ship construction" means the fabrication, erection, and/or repairing of steel or iron ships or of boilers or other vessels subject to greater pressure than the weight of their contents, but does not include drilling by stationary machines.

“Tradesman” means an adult worker who is required to develop work from scaled drawings or prints, or to make templates, or to apply general trade experience without the guidance of a foreman or other tradesman, and includes riveting by hand or machine, caulking, chipping, and working rivet busters.

*Steel Construction Section:—*

“Tradesman” means an adult worker who is required to develop work from scaled drawings or prints, or to make templates, or to apply general trade experience without the guidance of a foreman or other tradesman, and includes riveting by hand or machine, caulking, chipping, and working rivet busters.

“First-class machinist” means an adult worker engaged solely in working one or more of the following machines—bending rollers, gag straight liners, guillotines, shearing machines, hydraulic presses of over two hundred (200) tons pressure, portable drillers, portable reamers, and tappers.

“Second-class machinist” means an adult worker engaged solely in operating one or more of the following machines—mangling, nipping and notching, roll straightening, punching, cropping, hydraulic presses of two hundred (200) tons pressure or under, stationary drillers, stationary reamers and tappers, cold saw, friction saw, plate-edge planers, and other machines.

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

*Welding Section:—*

“First-class welder” means a worker using electric arc or acetylene, petrol or coal gas blow pipe on any work other than:—

- (a) filling castings; or
- (b) cutting scrap metal; or
- (c) welding with the aid of jigs; or
- (d) operations specifically mentioned as being the work of a second, third or fourth class welder in the definitions of those terms hereunder.

“Second-class welder” means a worker who:—

- (a) uses any of the foregoing types of welding apparatus in filling castings; or
- (b) welds with the aid of jig; or
- (c) operates automatic welding machines for the setting up of which he is not responsible.

“Third-class welder” means a worker who uses any of the foregoing types of welding apparatus in tacking preparatory to the completion of work by any other worker.

“Fourth-class welder” means a worker using an electric spot or butt-welding machine or cutting scrap with oxy-acetylene blow pipe, petrol or coal gas blow pipe.

*Juniors:—*

“Junior” means a male or female worker under the age of 21 years and who is not employed as an apprentice.

2.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

3.—Term.

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

4.—Contract of Service.

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

(b) The employer shall be under no obligation to pay for any day not worked 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 16, 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.

5.—Wages (and see Clauses 6 to 10 inclusive).

(a) The minimum rates payable to workers shall be in accordance with the wages set out in the Second Schedule. The rates in the Second Schedule are, for convenience sake, set forth in weekly amounts.

(b) A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award.

(c) Liberty is reserved to any party or person bound by the Award to apply to the Court at any time for any variation of the Second Schedule.

6.—Piecework.

(a) Subject to the minimum wages 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 Award, 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.

7.—Higher Duties.

Subject to the provisions of paragraph (c) of clause 8 of this Award, a worker engaged for more than half ( $\frac{1}{2}$ ) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ( $\frac{1}{2}$ ) of one (1) day or shift he shall be paid the higher rate for the time so worked.

8.—Special Rates and Provisions.

(a) Height money:—Workers engaged in the erection of steel frame buildings, bridges and gasometers at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling (1s.) per day extra.

(b) (i) Goggles, glasses, and gloves or other efficient substitutes therefor shall be available for the personal use of any worker engaged in welding.

(ii) Every worker shall sign an acknowledgment or the receipt thereof, and on leaving employment shall return the same to the employer.

(iii) During the time the same are on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(iv) No worker shall lend another worker the goggles, glasses, or gloves or substitutes issued to such first-mentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.

(v) Before goggles, glasses, and gloves or any such substitutes which have been used by a worker are reissued by the employer to another worker they shall be effectively sterilised.

(c) A tradesman (not employed as a first-class welder) who in addition to his employment as such is also required to do welding shall be entitled to receive one shilling (1s.) per day in addition to his ordinary rate of pay whilst so engaged. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the Higher Dutie clause of this Award (see clause 7).

(d) Dirt Money:—One penny halfpenny ( $1\frac{1}{2}$ d.) per hour shall be paid to workers when engaged on work of a specially dirty nature where clothes are necessarily unduly soiled or injured or boots are injured by the nature of the work done.

Without limiting the definition of dirty places, the following may be taken as examples—chimney flue other than new, inside fireboxes and smokeboxes other than new, inside boilers other than new.

(e) Work on ships:—One penny halfpenny (1½d.) per hour extra shall be paid to workers when engaged in working under lower platforms of engine rooms in bilges, or any confined spaces around ship's boilers, between ship's sides and boilers, through manhole doors, and between bulkhead and back-end of single-end boilers.

(f) Marine work:—Work in double-bottom tanks and bilges and on board ships in any confined spaces where it is necessary for the worker to work in a stooping, sitting or otherwise cramped position shall be paid for at the rate of one penny halfpenny (1½d.) per hour extra.

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

(g) Extra payment in respect of dirt money or on ships or marine work shall not be cumulative.

(h) Leading hand:—

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

(ii) Any other worker placed in charge of six (6) or more workers shall be paid one shilling and eightpence (1s. 8d.) per day above the minimum rate hereinbefore prescribed for his calling or classification.

(i) Hot places:—Workers required to work in back-end of single-end boilers, when boiler has not been cooled down, shall be paid at the rate of time and a half for each hour so worked, in addition to any dirt money payable. Any broken time of less than one (1) hour shall be paid for as one (1) hour.

(j) Chemical and Manure Works:—The minimum rates prescribed for all classifications other than general labourer shall be increased by fivepence (5d.) per day for workers in artificial manure or chemical works.

(k) Welding:—Tradesmen and other workers who are engaged in welding as defined and regulated in Award No. 35 of 1936 (General Engineering Award) shall be paid the rates for such work as set out in the said Award or any variation thereof.

(l) Apprentices and junior workers shall be deemed to be included in the provisions of paragraphs (a), (b), (d), (e), (f), and (i) of this clause.

(m) Employers shall provide proper reasonable wash- and sanitary conveniences.

(n) When working pneumatic riveter of the percussion type and other pneumatic tools of the percussion type, workers shall be paid threepence (3d.) per hour extra whilst so engaged.

#### 9.—Country Work.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second-class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hour period from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

#### 10.—Under-rate Workers.

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

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

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

11.—Hours (and see Clauses 12 to 14 inclusive).

(i) (a) Forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work, but by agreement between the employer and the workers employed in any particular establishment the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours forty-eight (48) minutes.

(c) The ordinary hours of work shall be between 7 a.m. and 5.30 p.m., except on Saturday, when work shall finish at noon. Provided that the employer and his workers may mutually agree on some other starting and finishing times.

(ii) Meal interval shall not exceed one (1) hour.

(iii) By agreement between any employer and his workers, ordinary hours may be worked on the basis of eighty-eight (88) hours per fortnight, with one week of forty (40) and one week of forty-eight (48) hours.

#### 12.—Overtime.

(1) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(2) Except as provided by clause 13 (f) work done on a Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, or Labour Day shall be paid for at double time rate, except in connection with repairs to the employer's machinery, which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to the work done on such days.

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

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

(5) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

(6) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(7) A worker shall not be compelled to work for more than six (6) hours without a break for a meal.

#### 13.—Shift Work.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the union.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime; on completion of the fifth (5th) consecutive afternoon's or night's work the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

For the first three (3) calendar months—ten per cent. (10%) for afternoon shift, and fifteen per cent. (15%) for night shift.

After three (3) calendar months' shift work have been done—five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Sunday or on any public holiday.

(e) Where shift work ceases to be worked in any establishment and such establishment subsequently reverts to shift work, then any period of time the establishment may have worked shift work within a period of twelve (12) months immediately preceding the date the establishment recommences shift work shall count as time worked for the purpose of subclause (c) of this clause.

(f) In the event of workers being required to perform shift work on Sundays or holidays, as named in clause 12 (2), liberty is reserved to any party bound by the Award to apply to the Court for the fixation of rates to be paid on such Sundays and/or holidays.

#### 14.—Part-time Employment.

The employer shall have the right, after having served written notice upon the union, at the expiration of seven (7) days therefrom to apply to the Court for an order to vary clause 11 (Hours) so as to provide for a shorter working week for any or the whole of his workers at the rate of wages specified in this Award or proportionate to the time so to be worked, without payment of casual rates, but before any order is granted the employer shall satisfy the Court that by reason of financial depression existing in the State such an order would be expedient in the interests of all parties concerned.

#### 15.—Holidays.

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

(b) (i) Except when employed subject to the conditions of subclause (2) of clause 12 (Overtime); no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof.

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

(iii) If pursuant to this clause a worker works on any of the specially named holidays, he shall have another day added to his annual paid holidays for each day so worked.

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

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

(e) The foregoing provisions shall not apply to casual workers.

#### 16.—Absence through sickness.

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

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

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

(b) Any time in respect of which a worker is absent from work, except time for which he is entitled to

claim sick pay under the preceding provision, shall not count for the purpose of determining his right to holidays.

(Note:—An apprentice entitled to the tradesman's rate by the National Security Regulation is to be paid sick pay in accordance with Apprenticeship Regulation 36—see Schedule III.)

#### 17.—General Board of Reference.

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

(b) The Board shall consist of a chairman and two (2) other representatives, one (1) to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Award:—

(i) classifying and fixing wages, rates, and conditions for any machine, occupation, or calling not specifically mentioned in the Award, but so as not to contravene any of the provisions herein;

(ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;

(iii) deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the Industrial Arbitration Act, 1912-1935, shall be deemed to apply to any Board of Reference appointed hereunder.

#### 18.—Apprentices.

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

(b) Apprentices may be taken to:—(i) Boilermaking, and/or (ii) steel construction work, and/or (iii) first-class welding.

(c) The proportion of apprentices shall be one (1) apprentice for every three (3) or fraction of three (3) tradesmen: Provided that the fraction of three (3) shall not be less than one (1): Provided further, that an employer adequately equipped to teach apprentices may, with the consent of the Industrial Registrar, take on new apprentices up to the proportion of one to each journeyman employed.

(d) Notwithstanding anything contained in this Award to the contrary, if through lack of orders or through financial difficulties, the employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian, be suspended for a period agreed upon or, if no such agreement is arrived at, may be cancelled by the employer. The onus of proof of circumstances justifying such cancellation shall be on the employer.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

#### 19.—Junior Workers.

For the conditions of employment of junior workers see Award No. 35 of 1936 (General Engineering Award).

#### 20.—Cadets.

(a) Notwithstanding anything herein contained or implied a bona fide employer shall be permitted to appoint one (1) son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one (1) such cadet at any particular time shall be permitted any employer. The employer's right under this section shall not be exercised during the period of the appointment of a cadet pursuant to Award No. 35 of 1936 (General Engineering Award).

(b) 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 (1) month after the making thereof.

21.—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 (1) week.

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under section 167 of the Industrial Arbitration Act, 1912-1935.

22.—Record.

(a) Each employer shall keep a time and wages book, showing the name of each worker and the nature of his work, the hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection to a duly accredited official of the union during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and, if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours, either at the employer's office or at the works.

23.—Posting of Award.

The employer shall keep a copy of this Award placed in a conspicuous place in the workshop.

24.—Female Workers.

Liberty is reserved to any party bound by the Award to apply to the Court for rates and conditions for the employment of adult and junior female workers.

FIRST SCHEDULE.

List of Respondents.

- Forwood Down, W.A., Ltd., Wellington street, Perth.
- Saunders & Stuart Pty., Ltd., 276 James street, Perth.
- Structural Engineering Co. of W.A., Ltd., Welshpool.
- Tomlinson & Co., Ltd., 43 Lord street, Perth.
- Hume Steel, Ltd., Salvado road, Subiaco.
- Fremantle Foundry & Engineering Co., Ltd., 9 Beach street, Fremantle.
- Hoskins & Co., Ltd., 494 Murray street, Perth.
- Atlas Engineering Works, Queen Victoria street, Fremantle.
- Monteath & Sons Pty., Ltd., 586 Hay street, Subiaco.

SECOND SCHEDULE.

Wages.

Basic wage:—	Per Week.
	£ s. d.
Within a fifteen (15) mile radius of the General Post Office, Perth .. ..	4 8 0
Outside a fifteen (15) mile radius but within a twenty-five (25) mile radius of the General Post Office, Perth ..	4 9 3

(i) Boilermaking and Ship Construction Section:—

	Margin per Week.	War time Loading per Week.
	£ s. d.	s. d.
Tradesman .. .. .	1 10 0	6 0
Tradesman the greater part of whose time is occupied in marking off and/or in template making .. .. .	1 14 0	6 0
Boilersmiths and/or angle-iron smiths .. .. .	1 13 0	6 0
Plate setters and frame benders .. .. .	1 12 0	6 0
Drillers using portable machines .. .. .	1 7 0	Nil.
Drillers using stationary machines .. .. .	0 10 0	Nil.

SECOND SCHEDULE—continued.

Wages—continued.

	Margin per Week.	War-time Loading per Week.
	£ s. d.	s. d.
(ii) Steel Construction Section (including nut, bolt and spike making):—		
Tradesman the greater part of whose time is occupied in marking off and/or template making .. .. .	1 14 0	6 0
Tradesman .. .. .	1 10 0	6 0
Machinist—		
First-class .. .. .	0 16 0	Nil.
Second-class .. .. .	0 10 0	Nil.
(iii) Welding Section:—		
First-class welder .. .. .	1 13 0	6 0
Second-class welder .. .. .	0 14 0	3 0
Third-class welder .. .. .	0 12 0	3 0
Fourth-class welder .. .. .	0 10 0	3 0
	Per cent. of Basic Wage.	War time Loading per Week.
(iv) Apprentices' Wages:—		
First six (6) months .. .. .	20	9d.
Second six (6) months .. .. .	25	9d.
Second year .. .. .	30	1s. 0d.
Third year .. .. .	45	1s. 6d.
Fourth year .. .. .	65	2s. 3d.
Fifth year .. .. .	85	3s. 0d.

The war-time loading is not adjustable in accordance with any rise or fall in the basic wage.

Dated at Perth this 27th day of June, 1941.

By the Court,

(Sgd.) WALTER DWYER,  
President.

SCHEDULE III.

Apprenticeship.

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.

(d) (i) Fifth year apprentices, when engaged on "munitions of war" work as defined by National Security Regulation No. 287 of 1940 as amended or replaced from time to time shall be exempt from attending technical school classes during working hours.

(ii) An apprentice entitled by National Security Regulation to be paid the full tradesman's rate, but who is not engaged on "munitions of war" work as defined by National Security Regulation No. 287 of 1940 as amended or replaced from time to time, shall, when absent from the workshop during working hours for the purpose of attending technical school classes, only be paid for such portion of the time he is so absent as is represented by the proportion that the fifth-year apprenticeship rate as prescribed by this Award bears to his full tradesman's rate.

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 appren-

ticeship 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 examiners may recommend or the employer may apply to the Court to disallow the increase in wages prescribed by the Award, and the Court on any such recommendation or 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;
- (d) an apprentice entitled by National Security Regulation to be paid the full tradesman's rate shall, when entitled to sick pay in accordance with this clause, only be paid for such portion of each day as is represented by the proportion that the rate of wage prescribed in this Award for the year of apprenticeship in which the apprentice is serving when the sickness occurred bears to his full tradesman's rate for that day.

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 men-

tioned in the above proviso shall count as part of the apprenticeship.

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

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

#### Part-time Employment.

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

#### Miscellaneous.

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

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

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

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

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

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

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

#### FORMS.

##### Form A.

To the Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

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

Form C.

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

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

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

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

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

..... Registrar.

Form E.

Final Certificate.

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

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

..... Registrar.

..... Examiners.

Form F.

General Form of Apprenticeship Agreement. (Recommended.)

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

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

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

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at.....aforesaid, and will diligently attend to his work at the said trade and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the

employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1935, or any other Act in force so far as the same shall relate to his apprenticeship.

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

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

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

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

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

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

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

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

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

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

(d) Other conditions:—

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

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

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

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

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

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

..... Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 141 of 1941.)

In the matter of an Award made on the 23rd day of August, 1938, Numbered 4 of 1937, between the Federated Moulders' (Metals) Union of Workers, Perth, Applicant, and Forwood Down, W.A., Ltd.; Metters, Ltd.; and others, Respondents, and in the matter of an Application by the Respondents for amendment of the said Award.

HAVING heard the parties, and by consent thereof, the Court hereby orders and declares that Award Numbered 4 of 1937, made on the 23rd day of August, 1938, is hereby amended so as to read as follows:—

1.—Definitions.

In this Award, subject to the context:—

- (a) "Jobbing moulder" means the metal moulder engaged in floor moulding, loam moulding, strickle moulding, or moulding from loose patterns.
- (b) "Jobbing coremaker" means a moulder engaged in making cores for metal moulds by the use of loam or strickle boards, or by loose boxes, other than loose boxes used for repetition production of cores requiring little or no skill to produce.
- (c) "Plate machine moulder" means an adult worker engaged in moulding on the plate system or by machines where the pattern is either a fixture to the plate or the spray system is used.
- (d) "Machine coremaker" means an adult employee making cores by machines where the core box is a fixture to or part of such machine, or making repetition cores requiring little or no skill to produce.
- (e) "Casual worker" means a worker employed for less than six (6) consecutive working days.
- (f) "Junior" means a male or female worker under the age of 21 years and who is not employed as an apprentice.

2.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

3.—Term.

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

4.—Contract of Service.

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

(b) The employer shall be under no obligation to pay for any day not worked 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 16, 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.

5.—Wages (and see Clauses 6 to 10 inclusive).

(i) The minimum rates payable to workers shall be in accordance with the Wages Schedule following. The rates are, for convenience sake, set forth in weekly amounts:—

		Per Week	
		£	s. d.
(a) Basic wage:			
Within a radius of fifteen (15) miles from the General Post Office, Perth	4	8	0
Outside that radius but within a radius of twenty-five (25) miles from the General Post Office, Perth	..	4	9
		Margin.	War-time Loading
		per Week.	per Week.
		£	s. d.
(b) Jobbing moulder ..	1	10	0
Jobbing coremaker ..	1	10	0
Plate and machine moulder and/or coremaker ..	0	15	0
Brass moulding—			
(1) Jobbing moulder and coremaker	1	10	0
(2) Plate and machine moulder and/or coremaker ..	0	15	0
		Per cent. of Basic Wage.	War-time loading per Week.
(c) Apprentices:—			
First six (6) months	20		9d.
Second six (6) months	25		9d.
Second year ..	30		1s. 0d.
Third year ..	45		1s. 6d.
Fourth year ..	65		2s. 3d.
Fifth year ..	85		3s. 0d.

The wartime loading is not adjustable in accordance with any rise or fall in the basic wage.

(ii) A casual worker shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award.

6.—Piecework.

(a) Subject to the minimum wages 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 Award 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.

7.—Higher Duties.

A worker engaged for more than half ( $\frac{1}{2}$ ) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ( $\frac{1}{2}$ ) of one (1) day or shift, he shall be paid the higher rate for the time so worked: Provided that nothing in this clause shall affect the existing custom in the Cas Pipe Section.

8.—Special Rates and Provisions.

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

(b) Any tradesman employed in a foundry where no other jobbing moulder or furnaceman is employed and who has to take charge of the furnace and casting, shall be paid two shillings and sixpence (2s 6d.) per day above the minimum rate hereinbefore prescribed for his trade.

(c) Employers shall provide reasonable washing and sanitary conveniences.

9.—Country Work.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second-class, except when travelling by coastal boat, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside ordinary working hours shall be paid at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hour period, from the time of starting on the journey: Provided that, when the travelling is by boat, not more than eight (8) hours shall be paid for in such period.

#### 10.—Under-rate Workers.

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

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

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

#### 11.—Hours (and see also Clauses 12 to 14 inclusive).

(1) (a) Forty-four (44) hours, exclusive of Sunday work, shall constitute a week's work, but by agreement between the employer and the workers employed in any particular establishment, the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.

(b) No day's work shall exceed eight (8) hours forty-eight (48) minutes.

(c) The ordinary hours of work shall be between 7 a.m. and 5.30 p.m., except—

(i) on Saturday, when work shall finish at noon;

(ii) in the case of workers employed in the making of cast pipes, in which case the recognised custom as to the day's work, including five (5) hours' work on Saturday for workers on the task system, shall continue;

(iii) where the employer and his workers mutually agree on some other starting and finishing times.

(2) Meal interval shall not exceed one (1) hour.

(3) By agreement between any employer and his workers, ordinary hours may be worked on the basis of eighty-eight (88) hours per fortnight, with one week of forty (40) and one week of forty-eight (48) hours.

#### 12.—Overtime.

(1) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(2) Except as provided in clause 13 (f), work done on a Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, or Labour Day, shall be paid for at double time rates, except in connection with repairs to the employer's machinery which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to the work done on such days.

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

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

(5) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required, or shall be paid one shilling and sixpence (1s. 6d.) in lieu thereof.

(6) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(7) A worker shall not be compelled to work for more than six (6) hours without a break for a meal.

#### 13.—Shift Work.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the union.

(b) Work other than day shift shall not be recognised as afternoon or night shift, unless in either case five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime; on the completion of the fifth (5th) consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

(c) The loading on the ordinary rates of pay for shift work shall be as follows:—

For the first three (3) calendar months—ten per cent. (10%) for afternoon shift, and fifteen per cent. (15%) for night shift.

After three (3) calendar months' shift work have been done—five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraphs (b) and (c) by reason of the fact that the works are closed on a Sunday or on any public holiday.

(e) Where shift work ceases to be worked in any establishment and such establishment subsequently reverts to shift work, then any period of time the establishment may have worked shift work within a period of twelve (12) months immediately preceding the date the establishment recommences shift work shall count as time worked for the purpose of subclause (c) of this clause.

(f) In the event of workers being required to perform shift work on Sundays or holidays, as named in clause 12 (2), liberty is reserved to any party bound by the Award to apply to the Court for the fixation of rates to be paid on such Sundays and/or holidays.

#### 14.—Part-time Employment.

The employer shall have the right, after having served written notice upon the union, at the expiration of seven (7) days therefrom, to apply to the Court for an order to vary clause 11 (Hours) so as to provide for a shorter working week for any or the whole of his workers, at the rate of wages specified in this Award, or proportionate to the time so to be worked, without payment of casual rates, but before any order is granted the employer shall satisfy the Court that by reason of financial depression existing in the State such an order would be expedient in the interests of all parties concerned.

#### 15.—Holidays.

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

(b) (i) Except when employed subject to the conditions of subclause (2) of clause 12 (Overtime), no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) hereof.

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

(iii) If pursuant to this clause a worker works on any of the specially named holidays, he shall have another paid holiday added to his annual holidays for each day so worked.

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

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

(e) The foregoing provisions shall not apply to casual workers.

#### 16.—Absence through Sickness.

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

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

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

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

(Note:—An apprentice entitled to the tradesman's rate by National Security Regulation is to be paid sick pay in accordance with Apprenticeship Regulation 36—see Schedule II.)

#### 17.—General Board of Reference.

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

(b) The Board shall consist of a chairman, to be appointed by the Court and two (2) other representatives, one to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Award—

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

(d) The provisions of regulation 92 of the Industrial Arbitration Act, 1912-1935, shall be deemed to apply to any Board of Reference appointed hereunder.

#### 18.—Apprentices.

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

(b) Apprentices may be taken to—(i) Jobbing, moulding and coremaking; and/or (ii) jobbing, brass moulding and coremaking.

(c) The proportion of apprentices shall be one (1) apprentice for every three (3) or fraction of three (3) tradesmen: Provided that the fraction of three (3) shall not be less than one (1): Provided further, that an employer adequately equipped to teach apprentices may with the consent of the Industrial Registrar, take on new apprentices up to the proportion of one to each journeyman employed.

(d) Notwithstanding anything contained in this Award to the contrary, if through lack of orders or through financial difficulties the employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian, be suspended for a period agreed upon, or if no such agreement is arrived at, may be can-

celled by the employer. The onus of proof of circumstances justifying such cancellation shall be on the employer.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

#### 19.—Junior Workers.

For conditions of employment of junior workers, see Award No. 35 of 1936 (General Engineering Award).

#### 20.—Cadets.

(a) Notwithstanding anything herein contained or implied, a *bona fide* employer shall be permitted to appoint one (1) son (or any other nominee) as a cadet to learn all the branches of the trade or calling of such employer. Only one (1) such cadet at any particular time shall be permitted any employer. The employer's right under this section shall not be exercised during the period of the appointment of a cadet pursuant to Award No. 35 of 1936.

(b) 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 (1) month after the making thereof.

#### 21.—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 (1) week.

Nothing in this clause shall derogate from the power of any such representative to enter any premises at any time when authorised under section 167 of the Industrial Arbitration Act, 1912-1935.

#### 22.—Record.

(a) Each employer shall keep a time and wages book, showing the name of each worker and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection to a duly accredited official of the union during the usual office hours at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours, either at the employer's office or at the works.

#### 23.—Posting of Award.

The employer shall keep a copy of this Award placed in a convenient place in the workshop.

#### 24.—Female Workers.

Liberty is reserved to any party bound by the Award to apply to the Court for rates and conditions for the employment of adult and junior female workers.

#### FIRST SCHEDULE.

##### List of Respondents.

Tomlinson & Co., Ltd., 48 Lord street, Perth.  
 Forwood Down, W.A., Ltd., Wellington street, Perth.  
 Rushton Bushell & Co., Elder street, Perth.  
 Westral Foundry & Manufacturing Co., 9 Saunders street, East Perth.  
 The Fremantle Foundry & Engineering Co., Ltd., Beach street, Fremantle.  
 Atlas Engineering Works, Queen Victoria street, Fremantle.  
 Furphy Bros., Grey street, South Fremantle.  
 Balding & Carse, Charles street, West Perth.  
 Geo. Kent, Ltd., Railway parade, West Perth.  
 P. Goerke, Green street, Perth.

FIRST SCHEDULE—*continued.*

Metters, Ltd., 847 Hay street, Perth.  
 Premier Engineering Co., 231 Wellington street, Perth  
 Hadfields (W.A.) 1934, Ltd., Bassendean.  
 Webster & Lumsden, Bassendean.  
 P. Timms, Shafto lane, Perth.  
 Emu Foundry, Roe street, Perth.  
 J. Weidner, John street, West Perth.  
 Geo. Hill & Co., Nash street, Perth.  
 G. Martin, Hay street, Perth.  
 R. E. Arnold & Co., Ltd., Beaufort street, Perth.  
 C. W. Gaunt, Tower street, Leederville.  
 J. & E. Ledger, Ltd., Pier street, Perth.  
 Gribble & Henderson, Roe street, Perth.  
 Kay & Herron, Wittenoom street, East Perth.  
 Union Foundry, Brown street, East Perth.  
 Hoskins & Co., Ltd., 494 Murray street, Perth.  
 Harris, Scarfe & Sandovers, Ltd., 683 Hay street,  
 Perth.  
 Monteath & Sons Pty., Ltd., 586 Hay street, Subiaco.

Dated at Perth this 27th day of June, 1941.

By the Court,

(Sgd.) WALTER DWYER,  
 President.

## SECOND SCHEDULE.

*Apprenticeship.*

## 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 the technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at a 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.

(d) (i) Fifth year apprentices, when engaged on "munitions of war" work as defined by National Security Regulation No. 287 of 1940 as amended or replaced from time to time shall be exempt from attending technical school classes during working hours.



(ii) An apprentice entitled by National Security Regulation to be paid the full tradesman's rate, but who is not engaged on "ammunitions of war" work as defined by National Security Regulation No. 287 of 1940 as amended or replaced from time to time, shall, when absent from the workshop during working hours for the purpose of attending technical school classes, only be paid for such portion of the time he is so absent as is represented by the proportion that the fifth-year apprenticeship rate, as prescribed by this Award, bears to his full tradesman's rate.

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 examiner, 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 examiners may recommend or the employer may apply to the Court to disallow the increase in wages prescribed by the Award, and the Court on any such recommendation or 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;

(d) an apprentice entitled by National Security Regulation to be paid the full tradesman's rate, shall, when entitled to sick pay in accordance with this clause, only be paid for such portion of each day as is represented by the proportion that the rate of wage prescribed in this Award for the year of apprenticeship in which the apprentice is serving when the sickness occurred bears to his full tradesman's rate for that day.

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

Form A.

To

The Registrar, Arbitration Court, Perth.

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

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

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

Form B.

Certificate of Service.

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

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

(Signature of Employer).....

Form C.

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

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

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

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

Registrar.

Form E.

Final Certificate.

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

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

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement. (Recommended.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Other conditions.

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

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

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

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

And by... of the said
... for and on behalf
of the said...
in the presence of...
(Signature of Employer.)
Noted and Registered this... day of
... 19...
Registrar.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 137 of 1941.)

In the matter of the Industrial Arbitration Act, 1912-1935, and in the matter of a dispute between the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, Perth, Applicant, and Parkinson and Cowan (A/Asia), Ltd., Respondent.

AWARD.

WHEREAS a compulsory conference was convened by me under the provisions of section 168 of the above Act: And whereas such conference was held at the Supreme Court Building on Wednesday, the 18th day of June, 1941: And whereas no agreement was arrived at at such conference, and the parties abovenamed consented in writing to the matter in dispute, namely, the amount of bonus or other payment to be paid to sheet metal workers in connection with the manufacture of gas meters, being heard and determined by me, pursuant to the provisions of the said Act: Now, therefore I, as President of the Court of Arbitration, by virtue of the said agreement and the powers vested in me by the said Act do hereby order and Award as follows:—

1.—Term.

This Award shall be for a period of six (6) months and shall take effect from the commencement of the task period next following the date hereof.

2.—Area.

The Award shall extend over the area occupied by the respondent's premises.

3.—Bonus Payment for Pieceworkers.

Workers employed by the respondent as makers of new gas meters of 100 cubic feet per hour capacity shall be paid, in addition to the wages prescribed by Award No. 22 of 1936, as and by way of bonus, the sum of fivepence (5d.) per hour: Provided that the work of manufacturing the said meter is completed within 57 hours. Should the said work take longer than the period of 57 hours the said bonus or payment shall be reduced by an amount per hour calculated in due proportion for each hour in excess of the said 57 hours, such amount to be agreed upon between the parties, and if no agreement is arrived at, to be referred to a Board constituted as hereinafter provided, for determination in the prescribed manner: Provided, however, that no worker shall receive less than the minimum wage as prescribed by the said Award.

4.—Wages.

This Award is based upon the present basic wage of £4 8s. per week, with a margin of £1 ls. per week for makers of gas meters.

5.—Adjustment of Bonus.

Should any variation be made in the said basic wage, the bonus of fivepence (5d.) per hour referred to in clause 3 hereof shall be adjusted so as to secure to the worker an amount as and by way of a bonus of approximately seventeen (17) per centum in excess of the ordinary wages to which he would otherwise be entitled under the Award, the calculation for such amount per hour being made to the nearest one-fourth of a penny.

6.—Other Meters.

In the case of the manufacture of meters of a capacity differing from 100 cubic feet per hour abovementioned, the amount of bonus to be paid, the time to be occupied in the task, and any other questions arising out of or incidental to the remuneration of the workers on a piece-work basis shall be determined by a Board consisting of two representatives of the employer and two representatives of the workers. If no agreement is arrived at by this Board the matter or matters in difference shall be referred to me for settlement.

## 7.—Reservation of Rights.

Liberty is reserved to either party to apply to amend or alter these provisions as regards the method of calculation at any time after three (3) months from the date hereof, and also in the event of any alteration in the method of manufacture or materials used or machinery or tools employed in manufacture.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this 2nd day of July, 1941.

[SEAL.] (Sgd.) WALTER DWYER,  
President.

## IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 79 of 1941.)

In the matter of an Award made on the 26th day of September, 1939, Numbered 3 of 1938, between the Metropolitan and South-Western Federated Engine-Drivers and Firemen's Union of Workers of Western Australia (Applicant) and the Commissioner of Railways (Respondent), and in the matter of an Application by the Metropolitan and South-Western Federated Engine-Drivers and Firemen's Union of Workers of Western Australia for amendment of the said Award.

HAVING heard Mr. G. A. Bradshaw, on behalf of the abovenamed union of workers, and Mr. E. B. McKenna, on behalf of the Commissioner of Railways, the Court hereby orders and declares that Award Numbered 3 of 1938, made on the 26th day of September, 1939, be and the same is hereby amended as follows:—

## Clause 1.—Definitions.

Subclause (8): Omit the words "with the supervision of the staff engineer" in the definition of "Turbine driver."

## Clause 6.—Wages.

Subclause (2):

(a) Omit the figures indicating the margins per week in the following cases and insert the figures appearing herein in place thereof:—

	Margin per Week.
	£ s. d.
Turbine driver .. .. .	1 10 0
Boiler cleaner—Leading hand	1 0 0

(b) Insert the following designation and margin between the classifications "Fireman" and "Greaser."

	Margin per Week.
	s. d.
Greaser—Mr. Cook, while employed as at present ..	15 0

## Clause 7.—Special Rates and Provisions.

Subclause (4): Omit this subclause and insert in place thereof—

"Where two or more firemen are employed at the same time on the one shift, one shall be regarded as the leading fireman and shall be

paid an allowance of one shilling (1s.) per shift for each shift so employed."

Subclause (9): Omit this subclause.

## Clause 10.—Annual Leave.

Subclause (1): Insert the words "other than a casual" between the word "worker" and the word "shall."

Dated at Perth this 2nd day of July, 1941.

By the Court,  
(Sgd.) WALTER DWYER,  
President.

[SEAL.]

No. 10 of 1941.

Registered 30th June, 1941.

"THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1935, this 30th day of June, one thousand nine hundred and forty-one (1941), between Monarch Laundry, Ltd.; Parrants, Limited (successors to Geo. Parrant and Sons); Frederick William Stannard (successor to W. Cherry and Co.), of the one part, and the Western Australian Clothing and Allied Trades, Industrial Union of Workers, Perth, of the other part; witnesseth, that the parties hereto mutually covenant and agree the one with the other as follows:—

That we, the undersigned, being parties, or the successors of parties, to Industrial Agreement No. 55 of 1920 declared to be a Common Rule on the sixth day of December, one thousand nine hundred and twenty (1920), agree to cancel the said Industrial Agreement and request the Court of Arbitration to exercise its powers under section 39 of the Industrial Arbitration Act, 1912-1935, in regard to such cancellation.

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

Signed for and on behalf of  
Monarch Laundry, Ltd., in  
the presence of—

F. S. Cross.

C. A. SANDERS,

Signed for and on behalf of  
Parrants, Limited, in the  
presence of—

F. S. Cross.

A. G. PARRANT,

Signed by the said Frederick  
William Stannard in the pre-  
sence of—

F. S. Cross.

F. W. STANNARD.

The Common Seal of the  
Western Australian Clothing  
and Allied Trades' Industrial  
Union of Workers, Perth, was  
hereunto affixed in the pre-  
sence of—

S. MOTTERAM,  
President.THOMAS McNEE,  
Secretary.

[L.S.]

## MINE WORKERS' RELIEF ACT, 1932-1940.

Department of Mines,  
Perth, 9th July, 1941.

HIS Excellency the Lieutenant-Governor in Council, acting under section 62 of the Mine Workers' Relief Act, 1932-1940, 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.

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

## Schedule.

The regulations made under the Mine Workers' Relief Act, 1932-1940, and published in the *Government Gazette* on the 12th day of July, 1935, and amended from time to time thereafter, are amended as follows:—

1. Regulation 45 is amended by deleting paragraph (2) from the said regulation 45 and inserting therein a new paragraph (2), as follows:—

(2) In the event of a mine worker or his dependants receiving, or becoming entitled to receive, the Commonwealth invalid or old age pension, the Board shall deduct the amount of such pension received, or entitled to be received, from the benefits payable from the Fund.

Provided that no such deduction shall be made in the case of a mine worker's widow 60 years of age and over who comes under Scale 1 of the Second Schedule hereto.

THE MINING ACT, 1904.

Appointments.

Department of Mines,  
Perth, 9th July, 1941.

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

609/1933.—Dougall, Keir Johnston, as Warden for the Greenbushes and Collie Mineral Fields, vice Alec Dixon Smith, transferred;

750/1941.—Smyth, James Edward, as Acting Mining Registrar at Broome, West Kimberley Mineral Field, during the absence of Ernest Stanley Reynolds on other duties;

25/1919.—Edwards, Police Constable Roy Vernon, as Bailiff of the Warden's Court at Cue, Murchison Goldfield, vice Police Constable Denis Hastings Regan, transferred; to date from the 12th day of June, 1941.

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

THE MINING ACT, 1904  
(Regulation 180).

Warden's Office,  
Coolgardie, 10th June, 1941.

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

(Sgd.) K. H. PARKER,  
Warden.

To be heard at the Warden's Court, Coolgardie, on Tuesday, the 29th day of July, 1941.

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

COOLGARDIE GOLDFIELD.

*Coolgardie District.*

Residence Areas.

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

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

Business Areas.

505—Davey, Ellen; St. Ives; non-payment of rent.

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

Machinery Areas.

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

102—Hawkins, James William; Kalgoorlie; non-payment of rent.

Garden Areas.

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

85—McCarthy, Dorothy Louise; Lakewood; non-payment of rent.

Water Right.

570—Ives, Leonard; St. Ives; non-payment of rent.

*Kunanalling District.*

Water Rights.

59S—West Australian Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.

60S—West Australian Goldfields Firewood Supply, Limited; Lakewood; non-payment of rent.

74S—Hill, Alfred John; Kunanalling; non-payment of rent.

THE MINING ACT, 1904

(Regulation 180).

Warden's Office,  
Wiluna, 17th June, 1941.

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

W. O. MANSBRIDGE,  
Warden.

To be heard at the Warden's Court, Wiluna, on Wednesday, the 23rd day of July, 1941.

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

EAST MURCHISON GOLDFIELD.

*Wiluna District.*

Residence Areas.

50J—J. B. Liddelow; Mines road, Red Hill; non-compliance with conditions.

59J—F. Bonomi; Mines road, Red Hill; non-compliance with conditions.

85J—L. Stazonelli; Mines road, Red Hill; non-compliance with conditions.

123J—A. Bigetti; Third street, Lakeside; non-compliance with conditions.

169J—K. Yaksich; Third street, Lakeside; non-compliance with conditions.

189J—P. J. Norriss; Mines road, Red Hill; non-compliance with conditions.

212J—P. R. Bartsch; Fourth street, Lakeside, non-compliance with conditions.

223J—W. G. Barnfather; McDermott street, Red Hill; non-compliance with conditions.

244J—A. Leitch; Urquhart street, Red Hill; non-compliance with conditions.

264J—W. J. Wallace; Sixth street, Lakeside; non-compliance with conditions.

270J—W. Southern; Fourth street, Lakeside; non-compliance with conditions.

296J—N. K. Ding; Fourth street, Lakeside; non-compliance with conditions.

302J—G. Barnfi; Second street, Lakeside; non-compliance with conditions.

306J—G. Pribicevich; Fourth street, Lakeside; non-compliance with conditions.

310J—N. Pollastrini; Fourth street, Lakeside; non-compliance with conditions.

314J—B. Nunzio; Fourth street, Lakeside; non-compliance with conditions.

323J—M. Treais; Sixth street, Lakeside; non-compliance with conditions.

335J—G. Gilbert; Sixth street, Lakeside; non-compliance with conditions.

337J—W. Quinn; Sixth street, Lakeside; non-compliance with conditions.

340J—E. K. Anderson; Seventh street, Lakeside; non-compliance with conditions.

351J—J. Ramshaw; Sixth street, Lakeside; no Miner's Right.

357J—V. Vukobratich; Fourth street, Lakeside; non-compliance with conditions.

363J—L. D. Simmonds; Seventh street, Lakeside; no Miner's Right.

367J—V. Borshoff; Fifth street, Lakeside; non-compliance with conditions.

387J—A. Della Costa; Second street, Lakeside; non-compliance with conditions.

389J—N. Yelenich; Fourth street, Lakeside; non-compliance with conditions.

393J—J. O'Hara; Fourth street, Lakeside; non-compliance with conditions.

403J—W. Eccles; Eighth street, Lakeside; non-compliance with conditions.

416J—J. S. Chesson; Ninth street, Lakeside; non-compliance with conditions.

419J—H. W. Newing; Seventh street, Lakeside; non-compliance with conditions.

EAST MURCHISON GOLDFIELD—*continued.**Wiluna District—continued.**Residence Areas—continued.*

- 422J—A. Olsen; Seventh street, Lakeside; no Miner's Right.  
 433J—H. Jarvins; Seventh street, Lakeside; no Miner's Right.  
 436J—T. H. Whitehead; First avenue; non-compliance with conditions.

## Garden Areas.

- 1J—W. P. Christensen; Wiluna; non-payment of rent.  
 3J—P. Christensen; Wiluna; non-payment of rent and no Miner's Right.  
 11J—D. E. Worth; Meekatharra; non-payment of rent and no Miner's Right.  
 12J—F. Kouonen; Wiluna; no Miner's Right.

## Water Rights.

- 1J—W. P. Christensen; Wiluna; non-payment of rent.  
 28J—Linden (W.A.) Gold, No Liability; Box 306, Wiluna; no Miner's Right  
 29J—Linden (W.A.) Gold, No Liability; Box 306, Wiluna; no Miner's Right.  
 30J—Linden (W.A.) Gold, No Liability; Box 306, Wiluna; no Miner's Right.  
 31J—Wiluna Water Board; Wiluna; no Miner's Right.

## Machinery Area.

- 4J—Waratah Gold Mine, No Liability; Mt. Vernon; no Miner's Right.

## Tailings Area.

- 4J—Waratah Gold Mine, No Liability; Mt. Vernon; no Miner's Right.

*Lawlers District.*

## Machinery Area.

- 34—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.

## Tailings Area.

- 16—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.  
 17—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.  
 21—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.  
 25—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.  
 26—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.  
 35—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.

## Water Rights.

- 5—Pinnacles Proprietary, Limited; Pinnacles Station, Leonora; non-payment of rent and no Miner's Right.  
 96—W. Hutchison; Agnew; non-payment of rent and no Miner's Right.

## THE MINING ACT, 1904

(Regulation 180).

Warden's Office,  
 Wiluna, 17th June, 1941.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order

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

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

To be heard at the Warden's Court, Wiluna, on Friday, the 8th August, 1941.

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

## EAST MURCHISON GOLDFIELD.

*Lawlers District.*

## Water Rights.

- 36—Pinnacles Proprietary, Limited; Pinnacles Station, Leonora; non-payment of rent and no Miner's Right.  
 80—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.  
 87—Australian Machinery and Investment Company, Limited; 321 Murray street, Perth; no Miner's Right.

## THE MINING ACT, 1904

(Regulation 180).

Warden's Office,

Bridgetown, 25th June, 1941.

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

(Sgd.) K. J. DOUGALL,  
 Warden.

To be heard at the Warden's Court, Bridgetown, on 23rd August, 1941.

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

## GREENBUSHES MINERAL FIELD.

## Mineral Claims.

- 3—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth; non-payment of rent and no Miner's Right.  
 4—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth; non-payment of rent and no Miner's Right.  
 6—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth; non-payment of rent and no Miner's Right.  
 8—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth; non-payment of rent and no Miner's Right.  
 9—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth, non-payment of rent and no Miner's Right.  
 15—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.

GREENBUSHES MINERAL FIELD—*continued.*

Mineral Claims—*continued.*

- 16—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 17—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 20—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth, non-payment of rent and no Miner's Right.
- 25—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth, non-payment of rent and no Miner's Right.
- 27—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth, non-payment of rent and no Miner's Right.
- 32—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth, non-payment of rent and no Miner's Right.
- 33—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 34—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 35—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 39—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 40—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 41—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth, non-payment of rent and no Miner's Right.
- 42—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth, non-payment of rent and no Miner's Right.
- 43—Barrymore, Hugh Scammell; Greenbushes; non-payment of rent.

GREENBUSHES MINERAL FIELD—*continued.*

Water Rights.

- 286—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth; non-payment of rent.
- 290—Greenbushes Tin, Limited; Greenbushes and Occidental House, St. George's terrace, Perth; non-payment of rent.
- 291—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth; non-payment of rent.
- 292—Vulcan Minerals, Limited; Greenbushes and c/o P. Birchley, 12 Howard street, Perth; non-payment of rent.

Dredging Claims.

- 90—Galt, Alexander Robert; Greenbushes; no Miner's Right.
- 95—Huitson, Frank; Greenbushes; non-payment of rent and no Miner's Right.

Garden Areas.

- 27—Millman, Martha; Greenbushes; non-payment of rent and no Miner's Right.
- 42—Millman, Martha; Greenbushes; non-payment of rent and no Miner's Right.
- 52—Lindsay, Bert; Greenbushes; non-payment of rent and no Miner's Right.

Alluvial Claim.

- 961—Lindsay, Rose; Lindsay, Harold Oswald; Lindsay, Ronald Theodore; Greenbushes; no Miner's Right.

MINING ACT, 1904.

General Exemption.

Department of Mines,  
Perth, 30th June, 1941.

680/23.

IT is hereby notified that exemption from conditions of work, use, and occupation has been granted on all mining tenements situated in the vicinity of the Wilga Mining Centre for a further period of three months from the 1st day of July, 1941, subject to cancellation at any time during such period by one month's notice being given.

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

THE MINING ACT, 1904.

Department of Mines,  
Perth, 9th July, 1941.

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.
Broad Arrow ... ..	... ..	2205w.
Mount Margaret ... ..	Mount Margaret ... ..	2463r.
Murchison ... ..	Day Dawn ... ..	656b.
Yalgoo ... ..	... ..	1199.

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

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
East Coolgardie ...	East Coolgardie	5907E* 5908E	Cardigan ... .. Loganberry ... ..	Board, John Edward. Logan, Roy.

THE MINING ACT, 1904—*continued.*

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

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessees.	Name of Person to whom prior right of Application is granted.
Yilgarn ...	... ..	3423	Exhibition ... ..	Marvel Loch Gold Development, No Liability (in Liquidation)	Brand, Percy James.
		3430	White Hope ... ..	Marvel Loch Gold Development, No Liability (in Liquidation)	Clough, William Edwin.

The Lessee of the undermentioned Gold Mining Lease was fined the sum set opposite the same as an alternative to forfeiture of such lease for breach of labour conditions. In the event of such fine not being paid within the period mentioned hereunder, then the lease to be forfeited forthwith:—

Goldfield.	District.	No. of Lease.	Lessee.	Fine.	Period within which fine is to be paid.
East Coolgardie ... ..	East Coolgardie ... ..	5845E	Miller, Christopher ... ..	£14	On or before 15th July, 1941.

*Miner's Homestead Lease.*

The surrender of the undermentioned Miner's Homestead Lease was accepted:—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
East Murchison ... ..	Wiluna ... ..	62J	Malvern ... ..	Ryan, Hugh.

\* Conditional.

## THE MINING ACT, 1904.

*Licenses to Treat Tailings.*

Department of Mines,  
Perth, 9th July, 1941.

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 Licenses to Treat Tailings, as shown below.

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

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
741H (7/1938)	705/38	Irwin, James ... ..	Coolgardie ... ..	Late Gold Mining Leases Nos. 3409, 3417, and 5347	Twelve months from 1st June, 1941.
875H (5/1940)	422/40	James, Thomas Edwin ... ..	do. ... ..	Late Gold Mining Lease No. 5467 at Coolgardie	Three months from 1st June, 1941.

## THE MINING ACT, 1904.

*Authority to Mine on Reserved and Exempted Land.*

Department of Mines,  
Perth, 9th July, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council, in accordance with section 30 of the Mining Act, 1904, has been pleased to grant, conditionally, authority to mine on reserved and exempted land, as shown below.

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

No.	Corres. No.	Occupant.	Authorised Holding.	Goldfield.	Locality.
†848H (4E/1941)	601/41	Gleeson, William ; Carter, Eric	Prospecting Area No. 4367E	East Coolgardie ... ..	Boulder.

† Conditional.



WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
288/41	1941. July 4	L. Powell ... ..	96A, 1941	500 Cords of Firewood at Pumping Station at Two People Bay, Albany, as per Item 1	Public Works Water Supply	17s. 6d. per cord.
365/41	do.	Hadfields (W.A.), 1934, Ltd.	124A, 1941	Purchase and Removal of approx. 15 tons Scrap Mild and Cast Steel, as per Item 1	Public Works ...	30s. per ton.
346/41	do.	Jas. A. Dimmitt, Ltd.	118A, 1941	1 only 30-ton Hydraulic Press, complete, as per Item 1	Education ...	for £48 3s.
"	do.	Atkins (W.A.), Ltd. ...	"	1 only New "Van Dorn" Electric Drill, as per Item 2	do. ...	£23 9s. less 10%.
"	do.	J. J. Turnbull ...	"	1 only Second-hand "Van Norman" Boring Machine, complete with Motor, etc., as per Item 3	do. ...	for £100.
44/38	do.	Sara & Cook, Ltd. ...	"	Butter, First Grade, for Government Institutions, etc., for 4 weeks ending 2nd August, 1941	Various ...	1s. 5½d. per lb. less 1d. per box rebate.
"	do.	Macfarlane & Co., Ltd.	"	Butter, Second Grade, for 4 weeks ending 2nd August, 1941	do. ...	1s. 4½d per lb.
322/41	do.	Boltons, Ltd. ...	108A, 1941	2 only Motor Bus Bodies, to be constructed and mounted on "Ford" Chassis provided by the Government	Tramways ...	£790 each.
"	do.	Bryan Body Works ...	"	2 only Motor Bus Bodies, to be constructed and mounted on "Ford" Chassis provided by the Government	do. ...	£790 each.
"	do.	Campbell & Mannix ...	"	2 only Motor Bus Bodies, to be constructed and mounted on "Ford" Chassis provided by the Government	do. ...	£790 each.
297/41	do.	Various ... ..	115	Furniture, Bedsteads, Bedding, Blinds, etc., for Government Institutions, for 12 months ending 30th June, 1942	Various ...	Rates on application.
189/41	July 8	do. ... ..	69A, 1941	White-Lead Paints, Stainers, Varnishes, etc., for 12 months ending 30th June, 1942, as per Items 1 to 5 and 7 to 13 inclusive	do. ...	do. do.

TENDERS FOR GOVERNMENT SUPPLIES.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1941. June 24 ...	132A, 1941 ...	Cartage of Stores from Meekatharra to Native Stations at Mundiwindi, Jigalong and Turee, for period ending 30th June, 1942 ... ..	1941. July 17
June 26 ...	133A, 1941 ...	Meat for Caves House, Yallingup, as required during 4 months commencing 1st August, 1941 ... ..	July 17
July 3 ...	143A, 1941 ...	Liquid Chlorine, 35 Cylinders, during a period of 12 months ... ..	July 17
July 3 ...	144A, 1941 ...	Dish-Washing Machines of 60, 100 and 500 permeal capacity, for Perth Hospital ... ..	July 17
July 7 ...	145A, 1941 ...	Shirting, 3,300 yds.; Tuffnut, 5,800 yds.; Striped Flannelette, 850 yds.; Denim, 1,025 yds.; White Flannelette, 850 yds. ... ..	July 17
July 8 ...	146A, 1941 ...	Electric Polisher, large size, new or second-hand ... ..	July 17
July 8 ...	147A, 1941 ...	Cartage of Bricks, Metal and Cement to New Chemical Laboratory Site, Plain street, East Perth, also General Cartage on site of job ... ..	July 17
July 8 ...	148A, 1941 ...	Alternator, from 3 to 5 K.V.A., 40-Cycle, 440-Volt, complete with D.C. Drive Regulator and Panel ... ..	July 17
July 10 ...	150A, 1941 ...	Bagged Collie Coal, delivered to S.S. "Perth" at Barrack street Jetty—300 tons, for period ending 31st December, 1941 ... ..	July 17
July 10 ...	152A, 1941 ...	Linke Noack Scoop, 20 cub. ft., 1 only ... ..	July 17
May 29 ...	116A, 1941 ...	Cotton Waste for Engine Cleaning purposes, 50 tons ... ..	July 24
July 8 ...	149A, 1941 ...	Transformers, 300 K.V.A., 20,000/440-Volt, 2 only ... ..	July 31
July 10 ...	151A, 1941 ...	Firewood for Nallan Pumping Station, 75 cords ... ..	July 31

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

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

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

No tender necessarily accepted.

Dated the 10th July, 1941.

G. L. NEEDHAM,  
Chairman W.A. Government Tender Board.

## CASH ORDERS LOST.

Agricultural Bank,  
Perth, 3rd July, 1941.

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

C/o. No. 62308; value £9 17s.; W. F. and H. E. V. Gill; 16/6/41; Kununoppin.

C/o. No. 60758; value £13 19s. 11d.; C. Mundy; 17/3/41; Northam.

C. L. CLARKE,  
General Manager.

## THE COMPANIES ACT, 1893.

NOTICE is hereby given that the Registered Office of C. A. Hine and Company, Limited, is situated at Howard Hill, off Howard street, Perth, and will be open to the public from 9 a.m. to 5 p.m. on week days and from 9 a.m. to 12 noon on Saturdays (holidays excepted).

9th July, 1941.

ARTHUR J. BISHOP.

## THE COMPANIES ACT, 1893-1938.

Commonwealth Steel Company, Limited.

NOTICE is hereby given that the office and place of business of the above company is situate at Second Floor, Steamship Buildings, 168 St. George's terrace, Perth.

Dated the 27th day of June, 1941.

H. C. WATSON,  
Attorney in Western Australia  
for the said Company.

Parker & Parker, 21 Howard street, Perth, Solicitors  
in Western Australia for the said Company.

IN THE MATTER OF THE COMPANIES ACT, 1893,  
and in the matter of Federated Retail Jewellers'  
Association of the Commonwealth.

Notice of Registered Office.

NOTICE is hereby given that the Registered Office of the abovenamed Company in Western Australia is situate at 655 Hay street, Perth, and is open and accessible to the public from 9 a.m. to 5 p.m. on all week days and from 9 a.m. to 12 noon on Saturdays.

Dated the 3rd day of July, 1941.

A. E. WILLIAMS,  
Attorney.

IN THE MATTER OF THE COMPANIES ACT, 1893,  
and in the matter of Westralian Mortgages, Limited.

NOTICE is hereby given that at an extraordinary general meeting of the abovenamed Company, held at the Registered Office of the Company, E. S. & A. Bank Chambers, 101 St. George's terrace, Perth, on Friday, the 4th day of July, 1941, the following special resolution was passed, viz.:—That the Company be wound up voluntarily and that George Leslie Brodrick be and is hereby appointed Liquidator for the purpose of winding up the Company.

Dated this 5th day of July, 1941.

J. L. B. WEIR,  
Chairman.

J. L. B. Weir & Brodrick, Chartered Accountants (Australia), E. S. & A. Bank Chambers, 101 St. George's terrace, Perth.

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 C. A. Hine and Company, Limited.

Dated this 8th day of July, 1941.

G. J. BOYLSON,  
Registrar of Companies.  
Supreme Court Office, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1893,  
and in the matter of The West Australian Salt  
Company, Limited.

NOTICE is hereby given that, at an extraordinary general meeting of the abovenamed Company, duly convened and held at the Registered Office of the Company, Warwick House, St. George's terrace, Perth, on Monday, the 7th day of July, 1941, the following special resolution was duly passed:—(1) That the Company be wound up voluntarily under the provisions of the Companies Act, 1893; (2), that John Smith Johnstone, Public Accountant, of St. George's terrace, Perth, be and he is hereby appointed Liquidator for the purposes of such winding-up.

Dated at Perth, this 7th day of July, 1941.

R. L. ANNEAR,  
Chairman.

NOTICE is hereby given that the Partnership heretofore subsisting between Morris Berinson and Sam Berinson, carrying on business at Carr street, Leederville, under the style or firm of "Westralia Bakery," has been dissolved by mutual consent as from the 1st day of July, 1941; the said Sam Berinson has retired from the said firm and the business of the said firm will in future be carried on by Morris Berinson, who will receive all moneys payable to the late Partnership.

Dated this 2nd day of July, 1941.

Signed by the said Morris } M. BERINSON.  
Berinson and Sam Berinson, }  
in the presence of— } S. BERINSON.

David F. Walsh, Solicitor, Perth.

IN THE SUPREME COURT OF WESTERN  
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Thomas Bradshaw, late of 8 Chester street, Subiaco, in the State of Western Australia, Retired Merchant, 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, The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, on or before the 11th day of August, 1941, 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 the 1st day of July, 1941.

WHEATLEY & SON,  
49 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 Mariano Messina (usually called Mario Martin), late of 847 Beaufort street, Maylands, in the State of Western Australia, Greengrocer, 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 Executrix, care of the undersigned, on or before the 11th day of August, 1941, and, further, that at the expiration of the last-mentioned date the said Executrix will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which she shall then have had notice.

Dated this 1st day of July, 1941.

NICHOLSON & NICHOLSON,  
of The Bank of Adelaide Chambers, St. George's  
terrace, Perth, Solicitors for the Executrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Lillie May Clark, formerly of 11 John street, Cottesloe, in the State of Western Australia, but late of Rosemount Hospital, Kalamunda, in the said State, Spinster, 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 or demands to The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, the Executor named in the said Will, on or before the 11th day of August, 1941, 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 received notice.

Dated this 3rd day of July, 1941.

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 matter of the Will of May Johnson, late of 45 Coldstream street, Leederville, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed May Johnson, 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 11th day of August, 1941, after which date the Executor will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims and demands of which it shall then have notice.

Dated the 4th day of July, 1941.

VILLENEUVE SMITH & KEALL,  
of 23 Barrack street, Perth,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Patrick Aaron Ball, generally known as Patrick Ball, late of Todd street, Merredin, in the State of Western Australia, Retired Railway Employee, deceased (intestate).

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby requested to send particulars in writing of such claims or demands to Catherine Ball, of

care of the undersigned firm of Solicitors, the said Catherine Ball, being the Administratrix of the Estate of the said deceased, on or before the 11th day of August, 1941, after which date the said Administratrix will distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to those claims and demands of which she shall then have had notice.

Dated this 7th day of July, 1941.

J. & R. MAXWELL,  
Solicitors for the said Administratrix,  
23 Barrack street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of David McLean, late of Cranbrook, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed David McLean, deceased, are required to send particulars thereof in writing to the Executor, George Nicholls Hunter, care of the undersigned, on or before the 11th day of August, 1941, after which date the Executor will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims and demands of which he shall then have notice.

Dated this 7th day of July, 1941.

HAYNES, ROBINSON, & SEYMOUR,  
York street, Albany,  
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Michael Kelly, late of Yilliminning, 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 deceased are hereby required to send particulars in writing of such claims and demands to The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 11th day of August, 1941, 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 received notice.

Dated the 7th day of July, 1941.

SPEED & CANTOR,  
Solicitors for The West Australian Trustee, Executor, and Agency Company, Limited, Padbury Buildings, Forrest place, Perth.

NOTICE TO CREDITORS AND CLAIMANTS.

IN THE SUPREME COURT OF WESTERN AUSTRALIA, PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims or demands against the Estates of the undermentioned deceased persons (orders to collect and administer whose Estates were granted to me by the said Court under the Curator of Intestate Estates Act, 1918), are hereby required to send particulars of such claims or demands to me in writing on or before the 11th day of August, 1941, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 10th day of July, 1941.

J. H. GLYNN,  
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Porter, Robert George ... ..	9-5-41	3-7-41	2 Forrest street, Wiluna ...	Trucker
Knutson, Peter ... ..	17-5-41	4-7-41	97 Aberdeen street, Perth ...	Retired shearer

**NOTICE.**

*THE GOVERNMENT GAZETTE.*

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