



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 36.]

PERTH : FRIDAY, AUGUST 8.

[1941.

Bank Holidays at Corrigin and Port Hedland.

PROCLAMATION

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

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Lieutenant-Governor of the said State, do by this my Proclamation appoint special days to be observed as Bank Holidays, as follows:—

Date and Town.

Wednesday, 24th September, 1941.—Corrigin.
Saturday, 16th August, 1941, and Monday, 18th August, 1941.—Port Hedland.

Given under my hand and the Public Seal of the said State, at Perth, this 31st day of July, 1941.

By His Excellency's Command,

W. H. KITSON,
Chief Secretary.

GOD SAVE THE KING !!!

PROCLAMATION

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

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

Corr. No. 860/40.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Viet., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of portion of Cockburn Sound Location 16 and being Lot 245, on Plan 5952, registered in the Office of Titles in Volume 1074, Folio 701: Now, therefore I, the said Lieutenant-Governor, with the

advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors portion of Cockburn Sound Location 16 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 30th day of July, 1941.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

PROCLAMATION

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

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

Corr. No. 761/41.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Viet., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of Trayning Lots 26 and 14, registered in the Office of Titles in Volume 889, Folio 126 and 127: Now, therefore I, the said Lieutenant-Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Trayning Lots 26 and 14 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 30th day of July, 1941.

By His Excellency's Command,

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

GOD SAVE THE KING !!!

The Land Act, 1933-1939.

PROCLAMATION
(Resumption)

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

Corr. No. 630/39.

WHEREAS by section 11 of the Land Act, 1933-1939, the Governor may resume, for any of the purposes specified in section 29 of the said Act, any portion of land held as a Conditional Purchase Lease: And whereas it is deemed expedient that the portion of Conditional Purchase Lease 39238/55 (Victoria Location 4555), as described hereunder, should be resumed for one of the purposes specified in paragraph f of section 29 of the said Act, that is to say, for School Site: Now, therefore I, Sir James Mitchell, Lieutenant-Governor as aforesaid, with the advice of the Executive Council, do by this my Proclamation resume portion of Conditional Purchase Lease 39238/55 for the purpose aforesaid.

Schedule.

That portion of Victoria Location 4555, being the area surveyed and shown on Lands and Surveys Diagram 44482 as Victoria Location 9696, containing 4 acres 3 roods 38 perches. (Plan 160/80, B2.)

Given under my hand and the Public Seal of the said State, at Perth, this 30th day of July, 1941.

By His Excellency's Command,

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

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1937.

PROCLAMATION

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

F. & S. 1499/27; Ex. Co. 1377.

WHEREAS by section 99 of the Factories and Shops Act, 1920-1937, the Lieutenant-Governor may constitute any defined portion of the State to be a Shop District, and specify the boundaries of such district, and may abolish any district so constituted: And whereas it is desired to abolish the Wickepin Shop District and to create a new Shop District, to be known as the Wickepin Shop District: Now, therefore I, the said Lieutenant-Governor, acting with the advice and consent of the Executive Council, do hereby abolish the Wickepin Shop District and do hereby declare the area specified in the Schedule hereunder to be a Shop District, to be known as the Wickepin Shop District, for the purposes of the said Act:—

Schedule.

That area contained within the boundaries of the Wickepin Road District as at the 9th February, 1921, and, in addition, all that piece of land bounded by lines commencing at the north-west corner of Avon Location 9778 and extending along the north boundary of said Location 9778, the north and east boundaries of Location 9777, the north boundaries of Locations 9771 and 9795 and the eastern boundary of the latter, the east boundary of Location 9797, the eastern boundary of Yealering Townsite, part of the north-west boundary of Location 17499, the west boundary of Locations 17499 and 17498 to the latter's south-west corner; thence westward through Reserve 9610 to the 10-M.P. on the surveyed road along the south-east boundary of Location 9806, and along part of the said south-east boundary, the south-west boundaries of Location 9432, and Reserve 15672; thence along the production of the south-west boundary of the said Reserve 15672 to the south boundary of Location 11034, and along part of the said south boundary and the south boundaries of Locations 11035, 11642 and 9776; thence along the west boundaries of Locations 9776, 9773, 9775 and 9778 to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this twenty-fifth day of July, 1941.

By His Excellency's Command,

(Sgd.) A. R. G. HAWKE,
Minister for Labour.

GOD SAVE THE KING ! ! !

The Factories and Shops Act, 1920-1937.

PROCLAMATION

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

F. & S. 1499/27; Ex. Co. 1378.

WHEREAS by section 99 of the Factories and Shops Act, 1920-1937, the Lieutenant-Governor may constitute any defined portion of the State to be a Shop District, and specify the boundaries of such district, and may abolish any district so constituted: And whereas it is desired to abolish the Pingelly Shop District and to create a new Shop District, to be known as the Pingelly Shop District: Now, therefore I, the said Lieutenant-Governor, acting with the advice and consent of the Executive Council, do hereby abolish the Pingelly Shop District and do hereby declare the area specified in the Schedule hereunder to be a Shop District, to be known as the Pingelly Shop District for the purpose of the said Act:—

Schedule.

That area contained within the boundaries of the Pingelly Road District as at the 9th February, 1921, except that piece of land bounded by lines commencing at the north-west corner of Avon Location 9778 and extending along the north boundary of said Location 9778, the north and east boundaries of Location 9777, the north boundaries of Locations 9771 and 9795, and the eastern boundary of the latter, the east boundary of Location 9797, the eastern boundary of Yealering Townsite, part of the north-west boundary of Location 17499, the west boundary of Locations 17499 and 17498 to the latter's south-west corner; thence westward through Reserve 9610 to the 10-M.P. on the surveyed road along the south-east boundary of Location 9806, and along part of the said south-east boundary, the south-west boundaries of Location 9432 and Reserve 15672; thence along the production of the south-west boundary of the said Reserve 15672 to the south boundary of Location 11034, and along part of the said south boundary and the south boundaries of Locations 11035, 11642, and 9776; thence along the west boundaries of Locations 9776, 9773, 9775, and 9778 to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this twenty-fifth day of July, 1941.

By His Excellency's Command,

(Sgd.) A. R. G. HAWKE,
Minister for Labour.

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 30th day of July, 1941, the following Order in Council was authorised to be issued:—

The Land Act, 1933-1939.

ORDER IN COUNCIL.

Corr. No. 572/41.

WHEREAS by section 33 of the Land Act, 1933-1939, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 22269, at Gosnells, should vest in and be held by the Gosnells Road Board in trust for the purpose of Public Garden: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, do hereby direct that the before-mentioned reserve shall vest in and be held by the Gosnells Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

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

AT a meeting of the Executive Council held in the Executive Council Chamber, Perth, this twenty-fifth day of July, 1941, the following Order in Council was authorised:—

The Factories and Shops Act, 1920-1937.

ORDER IN COUNCIL.

WHEREAS His Excellency the Governor in Council may make regulations under the provisions of the Factories and Shops Act, 1920-1937: Now, therefore, His Excel-

lency the Lieutenant-Governor in Council, acting in pursuance of such powers, and on the advice of the Executive Council, doth hereby make the following regulation:

The manufacture of boots and shoes shall be deemed a special industry for the purposes of section 36 of the Act.

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

JUSTICES OF THE PEACE.

Premier's Office,
Perth, 6th August, 1941.

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

John Kenwell Kirkpatrick, Esquire, of Charley's Creek, via Donnybrook, as a Justice of the Peace for the Forrest Magisterial District;

Herbert Anthony McCrae, Esquire, of 77 Esplanade and 24 Mends street, South Perth, as a Justice of the Peace for the Perth Magisterial District.

Edward James Clugston, Esquire, of Corrigin, as a Justice of the Peace for the Avon Magisterial District in lieu of the Williams Magisterial District.

H. T. STITFOLD,
Acting Secretary Premier's Office.

FARMERS' DEBTS ADJUSTMENT ACT, 1930-1934.

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

A Stay Order shall direct that no action, execution, distress for rent, proceedings on default for breach of covenant under any mortgage or other security for money, or under an agreement for sale and purchase of lands, or other process or proceeding, shall be commenced or proceeded with, or put in force against the farmer or any of the farmer's

assets, whether utilised in connection with or forming portion of the assets comprised in his farming business or not, during the operation of such Stay Order: Provided that, by leave of a Judge, any action may, notwithstanding the Stay Order, be instituted and/or carried on against the farmer but not beyond judgment.

Granted under Section 11.

(Writing down or suspension of Debts.)

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

Mackie, David Hartnell, Morawa, 6th August, 1934.

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

H. E. SMITH,
Director.

6/8/1941.

THE AUDIT ACT, 1904.

The Treasury,
Perth, 31st July, 1941.

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

Certifying Officers:

Trsy. No. 1315/31:—Messrs. H. C. Reid and J. S. T. Royce for Joint Printing Committee and the appointment of Mr. Ramaciotti cancelled.

Trsy. No. 16/39:—J. Beckwith, for Tender Board Contract Deposits in place of P. J. Robins, whose appointment is hereby cancelled; G. Carter, for Government Stores Department, in place of J. Beckwith, whose appointment is hereby cancelled.

Receivers of Revenue:

Trsy. No. 16/39:—Mr. P. Bartle for the Government Stores Department, Educational Supplies Branch, in place of J. Angwin, whose appointment is hereby cancelled.

A. J. REID,
Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Metropolitan Water Supply ...	Clerk (Item 1258)	Class 10. £279—£288	1941. 16th August.
Treasury	Secretary Premier's Office †	£780—£940	23rd August.
Chief Secretary	Storekeeper Fremantle Gaol	Class 8. £318—£330	do.
Crown Law	Clerk, Official Trustee's Office (Item 1409)	Class 9. £294—£303	do.
Agriculture	Assistant Superintendent of Dairying*§	Class 3. £510—£558‡	1st September.

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

†The Officer appointed to this position will also be appointed to the position of Clerk of the Executive Council with an additional annual allowance of £60.

‡Limit fixed (£534) in accordance with clause 8 of the Professional Agreement.

§Applicants should be graduates of an approved University, preferably in Agriculture, and possess a thorough knowledge of the technical processes involved in the manufacture of dairy produce, particularly butter and cheese, and, if possible, experience in the grading of dairy produce. They also should have a practical knowledge of dairy husbandry, including the feeding and breeding of dairy stock, herd recording and pasture management.

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.

Public Service Commissioner's Office,
Perth, 7th August, 1941.

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

Ex. Co. 1137; P.S.C. 500/41:—L. W. Phillips, Assistant Superintendent of Technical Education, Education Department, to be Superintendent of Technical Education as from the 31st August, 1941;

Ex. Co. 1484; P.S.C. 158/35:—Peter Ross Parker, under section 29 of the Public Service Act, to be Drafts-

man on probation from the 3rd August, 1939, and Draftsman (3rd Class) as from the 3rd August, 1941;

Ex. Co. 1422; P.S.C. 549/41:—E. G. Roberts, Typist, Public Works Department, to be Typist, Public Service Commissioner's Office, as from the 7th July, 1941;

Ex. Co. 1444:—C. Malone, Junior Clerk-Typist, Traffic Branch, Police Department, to be Clerk-Typist as from the 12th July, 1941;

Ex. Co. 1483; P.S.C. 600/41:—H. E. Smith, Clerk in Charge, Farmers' Debts Adjustment Branch, Lands and

Surveys Department, to be Director Farmers' Debts and Rural Relief Fund Trustee as from the 21st July, 1941;

Ex. Co. 1444; P.S.C. 498/41.—B. G. Bott, Senior Draftsman, Lands and Surveys Department, to be Assistant Chief Draftsman as from the 1st August, 1941;

Ex. Co. 1484.—A. R. Main, Junior Clerk, Audit Department, to be Clerk, Metropolitan Water Supply Department, as from the 1st July, 1941;

Ex. Co. 1484; P.S.C. 638/40.—Patricia Elsie Maude Sullivan, under section 28 of the Public Service Act, to be Junior Machinist, Lands and Surveys Department, as from the 1st January, 1941;

Ex. Co. 1484; P.S.C. 79/40.—Harry Herbert Jarman, under section 28 of the Public Service Act, to be Junior Clerk as from the 1st December, 1940;

Ex. Co. 1484; P.S.C. 1/36.—Joseph Herbert Rogers, under section 28 of the Public Service Act, to be Junior Clerk as from the 1st December, 1940;

Ex. Co. 1484; P.S.C. 25/37.—Peter Frederick Hinkley, under section 28 of the Public Service Act, to be Junior Clerk, Mines Department, as from the 1st January, 1941;

Ex. Co. 1484.—F. J. Ball, D. B. Irvine, F. K. Mair, G. C. Binning, W. J. Allan, Junior Clerks, Public Works Department, to be the Unattached List as from the 1st August, 1941.

Also of the following retirements:—

Ex. Co. 231.—J. F. Lynch, Superintendent of Technical Education, Education Department, under section 67 of the Public Service Act, as from the 30th August, 1941;

Ex. Co. 232.—E. Long, Clerk, Metropolitan Water Supply Department, under section 66 of the Public Service Act, as from the 25th August, 1941.

Ex. Co. 1484; P.S.C. 257/28.

HIS Excellency the Lieutenant-Governor has appointed the Director Department of Industrial Development, or his Deputy, to be a Member of the Tender Board.

Ex. Co. 1508; P.S.C. 631/41.

HIS Excellency the Lieutenant-Governor has, under section 9 (2) of the Public Service Act, dating from the 1st August, 1941, abolished the Premier's Department as a separate Department and created it as a subdepartment of the Treasury, and has abolished the position of Under Secretary Premier's Department, and in lieu thereof created a position as Secretary Premier's Office, Range £780-£940, and appointed such Officer to the position of Clerk of Executive Council with an additional annual allowance of £60.

Ex. Co. 1424; P.S.C. 613/14.

HIS Excellency the Lieutenant-Governor, has appointed Wednesday, the 17th September, 1941 (Kalgoorlie Cup Day), to be a Public Service holiday within a radius of 25 miles of Kalgoorlie, excepting within the Municipality of Boulder.

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 7th August, 1941.

THE Hon. Minister for Justice has approved of the following appointments as Commissioners for Declarations under the Declarations and Attestations Act, 1913:—Robert William Atkinson, of Mount Magnet; Clarence Reginald Millard, of Winchester; David James Muir, of Kulin; Horace Joseph Stone, of Korbel; Arthur Leslie Taylor, of North Perth, and Norman Bevan, of Wembley.

THE LICENSING ACT, 1911-1939.

THE Hon. Minister for Justice, being the Minister administering the Licensing Act, 1911-1939, has appointed the dates shown hereunder as the dates for the ordinary sittings of the Licensing Court to be held in September, 1941, at the places mentioned:—

Licensing District.	Place of Sitting.	Date.	Time.
Perth, Subiaco, Claremont, and Canning	Perth	Monday, 1st September, 1941	11 a.m.
Fremantle	Fremantle	Tuesday, 2nd September, 1941	11 a.m.
Guildford and Swan	Midland Junction	Wednesday, 3rd September, 1941	10-30 a.m.

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

Licensing District in which the delegated Authority may be exercised.	Court House.	Magisterial District of Resident Magistrate appointed as Delegate.	Date.
Albany	Albany	Stirling	2-9-41
Beverley-Pingelly	Beverley	Avon	9-9-41
Bunbury	Bunbury	Forrest	4-9-41
Kalgoorlie	Kalgoorlie	Hannans	2-9-41
Collie	Collie	Forrest	9-9-41
Avon	Merredin	Avon	25-9-41
Coolgardie	Kalgoorlie	Coolgardie	2-9-41
Cue	Cue	Murchison	19-9-41
Kanowna	Norseman	Dundas	24-9-41
Do.	Esperance	Esperance	8-9-41
Murray-Wellington-Forrest	Bunbury	Forrest	4-9-41
Do.	Pinjarra	do.	27-8-41
Gascoyne	Carnarvon	Gascoyne	4-9-41
Geraldton	Geraldton	Geraldton	1-9-41
Greenough	do.	do.	1-9-41
Irwin	do.	do.	1-9-41
Moore	Moora	do.	10-9-41
Kanowna	Kalgoorlie	Hannans	2-9-41
Katanning	Katanning	Stirling	16-9-41
Broome	Broome	Broome	1-9-41
East Kimberley	Wyndham	Kimberley East	1-9-41
Do.	Broome	do.	10-9-41
West Kimberley	Derby	Kimberley West	1-9-41
Mt. Leonora	Leonora	Collier	5-9-41
Menzies	Kalgoorlie	do.	2-9-41
Mt. Magnet	Mt. Magnet	Murchison	16-9-41
Do.	Yalgoo	do.	15-9-41
Mt. Margaret	Laverton	Collier	4-9-41
Murchison	Meekatharra	Murchison	11-9-41
Do.	Wiluna	Clifton	4-9-41
Nelson	Bridgetown	Mitchell	17-9-41
Northam	Northam	Avon	4-9-41
Pilbara	Port Hedland	Port Hedland	1-9-41
Do.	Marble Bar	Pilbara	2-9-41
Ravensthorpe	Wagin	Stirling	17-9-41
Roebourne	Roebourne	Roebourne	1-9-41
Do.	Onslow	Ashburton	4-9-41
Sussex	Busselton	Mitchell	2-9-41
Toodyay	Toodyay	Avon	8-8-41
Williams-Narrogin	Narrogin	Williams	18-9-41
Wagin	Wagin	Stirling	17-9-41
Yilgarn	Southern Cross	Coolgardie	11-9-41
Do.	Kalgoorlie	do.	2-9-41
York	York	Avon	11-9-41

H. B. HAYLES,
Under Secretary for Law.

THE HEALTH ACT, 1911-37.

To All Whom It May Concern:

TAKE notice that the Midland Junction Municipal Council (being the local authority in and for the Health District of Midland Junction within the meaning of the Health Act, 1911-37) did declare that the house mentioned and described below was unfit for habitation and was not to be let or occupied; Now therefore, the local authority aforesaid doth order and direct that the said house shall be taken down and removed and the land whereon it is situate shall be cleaned of all building debris, and that such work shall be executed within 30 days of the date hereof.

Description of House Referred to above.

Wood and corrugated iron house situate on Lot 8 of Swan Location 16, section E, and known as No. 70 Elgee road, Midland Junction.

Dated this 1st Day of August, 1941.

Issued under the direction of the Mayor and Councilors of the Municipality of Midland Junction.

F. L. GAWNED,
Town Clerk.

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:—

LEONORA.

12th August, 1941, at 2 p.m., at the Mining Registrar's Office—

†Leonora—Town 536, 31.7p., £12 10s.

SOUTHERN CROSS.

13th August, 1941, at 3 p.m., at the Mining Registrar's Office—
Mount Palmer—Town 67, 1r., £15.

BUNBURY.

13th August, 1941, at 3.30 p.m., at the District Lands Office—
†Cookernup—Town 15, 1a. Or. 2p., 35, 3r. 36p., £12 each.

KALGOORLIE.

19th August, 1941, at 2 p.m., at the District Lands Office—
†Kalgoorlie—Town (Dugan street) R342, 39.6p., £15. (Killarney street) 1812, 1r., £10.

†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.

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. |
| Barbarich, Antony; 3117/2234; Agnew 32; £1 5s. 0d.; 1724/37; Agnew. |
| Brooks, A. Q.; 1656/153; Collicburn 388; £1 3s. 0d.; 8190/13; Collicburn. |
| Coyne, Peter; 3117/2768; Agnew 122; £0 15s. 0d.; 1587/39; Agnew. |
| Coyne, W. P.; 3117/2769; Agnew 128; £0 15s. 0d.; 1589/39; Agnew. |
| Coyne, P. J.; 3117/2770; Agnew 128; £0 15s. 0d.; 1588/39; Agnew. |
| Grant, J. G.; 392/566; Ninghan; £475 5s. 0d.; 6626/19; 36/300. |
| Grant, J. G.; 392/567; Ninghan; £37 17s. 4d.; 6968/20; 36/300. |
| Hardy, Harold; 347/1815; Kent 726 and 736; £1 4s. 7d.; 546/38; 435/80, C2 & 3. |
| Ridge, F. J. & A. C.; 10393/68; Victoria 4107; £387 15s. 1d.; 3235/17; 128/80, C4. |
| Strickland, Arthur; 5799/153; Nukarni 6; £4 4s. 0d.; 7663/13; Nukarni. |
| Tolcon, Nicola; 348/542; Fitzgerald 612 and 613; £21 12s. 1d.; 1940/36; 392/80, D2. |
| Tolcon, Jury; 348/540; Fitzgerald 608 and 609; £21 19s. 5d.; 1938/36; 392/80, D2 & 3. |

G. L. NEEDHAM,
Under Secretary for Lands.

APPLICATIONS FOR LEASING PORTION OF RESERVE No. 14275.

PERTH LAND AGENCY.

Grazing Purposes.

Section 32 of the Land Act, 1933-1939.

Department of Lands and Surveys,
Corr. 3781/97. Perth, 6th August, 1941.
APPLICATIONS for the leasing of the land comprised within portion of Reserve No. 14275 (situated near Coates), containing 26 acres 2 roods 21 perches are invited.

The above land will be available for leasing under section 32 of the Land Act, 1933-1939, for a term of five years.

Applications for the above, accompanied by one year's rent (the amount being fixed at the rate of one pound per annum), indorsed "Application for Portion of Reserve No. 14275, shown on Public Plan 2A/40, A1,"

and addressed "Under Secretary for Lands," must be lodged at the Lands Office, Perth, on or before Wednesday, 13th August, 1941.

All applications lodged on or before that date will be treated as having been received on that date. (Plan 2A/40, A1.)

G. L. NEEDHAM,
Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
Perth, 6th August, 1941.

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

103/15.
KORJEEKUP ESTATE (near Harvey).—No. 22268 (Church Site—Methodist).—Lots 1 and 45 (2r.). (Plan 383D/40, C4.) Reserve 16445 (Church Site—Roman Catholics) is hereby cancelled.

572/41.
CANNING (Gosnells).—No. 22269 (Public Garden).—Location 1025 (1r. 24.5p.). (Plan 341B/40, D1.) Reserve 22029 (Railways) is hereby reduced.

860/40.
COCKBURN SOUND (Warnbro Sound).—No. 22270 (Recreation).—Location 968 (4a. 2r. 30p.). L.T.O. Plan 5952. (Plan 341D/40, A3.); and to classify such reserve as of Class "A."

630/39.
VICTORIA (Ogilvie).—No. 22271 (School Site).—Location 9696 (4a. 3r. 38p.). (Diagram 44482; Plan 160/80, B2.)

G. L. NEEDHAM,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Departments of Lands and Surveys,
Perth, 6th August, 1941.

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

- Applications to be lodged at Bridgetown.
1087/36.
COWARAMUP—Suburban for cultivation; 39 (4a. Or. 29p.), £20; available subject to payment for the value of existing improvements.
2034/17, Vol. 4.

- Applications to be lodged at Kalgoorlie.
BOULDER—Town, 1512 (Frank street), £15; 798 (Dart street) and R. 467 (Hopkins street), £12 10s. each; R. 254 and 2548 (Davis street), £10 each; available 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 Agents.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

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

Establishment of Brigade.

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

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

Appointment of Officers.

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

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

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

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

Duties of Officers.

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

Membership of Brigade.

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

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

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

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

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

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

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

Finance.

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

Meetings of Brigade.

9. Last Sunday in each month.

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

GUY THOMSON,
Chairman.

H. S. BARRYMORE,
Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council 30th July, 1941.

(Sgd.) 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.....

BUSH FIRES ACT, 1937.

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

Establishment of Brigade.

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

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

Appointment of Officers.

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

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

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

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

Duties of Officers.

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

Membership of Brigade.

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

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

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

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

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

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

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

Finance.

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

Meetings of Brigade.

9. Meetings will be called when necessary.

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Marradong Road Board (a local authority under the provisions of such Act) at a meeting held at Boddington on 11th January, 1941.

G. BATT,
Vice-Chairman.
D. JOHN,
Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council 30th July, 1941.

(Sgd.) 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.....

BUSH FIRES ACT, 1937.

By-laws of the Drakesbrook Road Board relating to the establishment, maintenance and equipment of Bush Fire Brigades for the Road District of Drakesbrook.

Establishment of Brigade.

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

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

Appointment of Officers.

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

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

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

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

Duties of Officers.

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

the captain. The captain shall when so directed by the Board instruct all land owners or occupiers to plough a break or breaks on all cleared land or land under pasture.

Membership of Brigade.

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

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

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

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

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

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

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

Finance.

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

Meetings of Brigade.

9. Half-yearly and at other times considered necessary.

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Drakesbrook Road Board (a local authority under the provisions of such Act) at a meeting held at Waroona on the 19th day of March, 1941.

JAMES TWADDLE,
 Chairman.
 T. J. WILLIAMSON,
 Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council, 30th July, 1941.

(Sgd.) 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.....

BUSH FIRES ACT, 1937.

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

Establishment of Brigade.

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

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

Appointment of Officers.

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

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

4. The Board may appoint an Equipment Officer, who shall be responsible for the custody and maintenance in good order and condition of all equipment and appliances acquired by the Board for the purposes of the Brigade. Such officer may station such equipment at a depot approved by the captain, where, if possible,

motor trucks can easily be called upon. If there are more than one such depots in the area, the Equipment Officer shall appoint at each depot a person to look after the equipment and have it ready for immediate use when required.

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

Duties of Officers.

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

Membership of Brigade.

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

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

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

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

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

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

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

Finance.

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

Meetings of Brigade.

9. Meetings of Brigades shall be held on the 30th March and 30th September in each year; other special meetings shall be held when considered necessary, on dates to be decided by the Captain of the Brigade.

These by-laws under the Bush Fires Act, 1937, were passed by a resolution of the Augusta-Margaret River Road Board (a local authority under the provisions of such Act) at a meeting held at Margaret River on 8th February, 1941.

EDWARD WILLMOTT,
Chairman.
J. V. BURSTON,
Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council 30th July, 1941.

(Sgd.) 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.....

BUSH FIRES ACT, 1937.

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

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 conjointly.

Duties of Officers.

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

Membership of Brigade.

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

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

Table with 2 columns: Description and s. d. (shillings and pence). (i) Owner or occupier of land within the Brigade Area—minimum subscription of 10 0. (ii) Other persons—a minimum subscription of 5 0.

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

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

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

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

Finance.

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

Meetings of Brigade.

9. Meetings of the Brigades shall be held in the month of February and October and at such other times as the Fire Control Officers shall consider necessary.

These by-laws, under the Bush Fires Act, 1937, were passed by a resolution of the Morawa Road Board (a local authority under the provisions of such Act) at a meeting held at Morawa on 8th February, 1941.

A. H. RUSHTON,
Chairman.
W. McLAREN,
Secretary.

Approved by His Excellency the Lieutenant-Governor in Executive Council, 30th July, 1941.

(Sgd.) 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 SELECTION.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1939, and the regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Land Agency Office as specified hereunder not later than the date specified, but may be lodged before such date if so desired.

All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applicants than one for any block, the application to be granted will be determined by the Land Board. Should any lands remain unselected such will continue available until applied for or otherwise dealt with.

If a Land Board sitting becomes necessary, the applicants for the blocks will be duly notified of the date, time, and place of the meeting of the Board, and there shall be an interval of at least three days between the closing date and the sitting of the Board.

If an applicant wishes to appear before the Land Board in person he may apply to the Head Office or to the Clerk in Charge of any of the District or Branch Land Offices for a certificate to the Railway Department which, on presentation at the nearest Railway Station will entitle him to a Return Ticket, at Concession Rates, to the place where the Board will sit, available for seven days from the date of issue.

The selector of a Homestead Farm from any location must take the balance thereof, if any, under Conditional Purchase.

All marketable timber, including sandalwood and mallet, is reserved to the Crown, subject to the provisions of clause 18 of the regulations.

SCHEDULE.

NOW OPEN.

PERTH LAND AGENCY.

Jilbadji District.

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

Loc.	Area.			Price		Remarks.
	a.	r.	p.	per acre.	s. d.	
334	1,068	0	8	5	9	File 3553/40.
485	1,100	0	10	4	9	File 3357/40.
486	1,000	1	19	6	6	File 3558/40.

Subject to Agricultural Bank and Industries Assistance Board indebtedness and to timber conditions.

Ninghan District.

Corr. No. 1171/40. (Plans 65/80, 66/80, and 67/80.)

Loc.	Area.			Price		Remarks.
	a.	r.	p.	per acre.	s. d.	
2322	1,647	2	38	6	3	File 170/41.
3060	2,015	2	4	4	6	File 1028/40.
3112 and						
3384	1,561	0	29	4	0	File 110/40.
3131	1,269	3	10	4	3	File 109/40.
3008 and						
3399	1,887	0	15	4	6	File 1022/40.
3874	931	1	28	5	9	File 377/40.
3875	800	3	17	5	0	File 378/40.

Subject to Agricultural Bank and Industries Assistance Board indebtedness.

WEDNESDAY, 13th AUGUST, 1941.

ALBANY LAND AGENCY.

Plantagenet District (about 9½ miles north-east of Albany).

Corr. No. 4140/40. (Plan 451/80, E3.)

Location 3272, containing 160a., at 6s. 9d. per acre; classification page 7 of 9242/11; subject to Agricultural Bank indebtedness and to timber conditions; being F. J. Hayward's cancelled application.

BUNBURY LAND AGENCY.

Wellington District (near Wagerup).

Corr. No. 3070/40. (Plan 383A/40, C2.)

Location 4492, containing about 45 acres; subject to classification and pricing, to tramway rights, and to special conditions governing selection of land within Saw Milling Permit; being T. V. Johnson's cancelled application.

GERALDTON LAND AGENCY.

Victoria District (about 13 miles south of Dongarra).

Corr. No. 2333/36. (Plan 124/80, EF3 & 4.)

Loc.	Area. Acre.	Price		Remarks.
		per acre.	s. d.	
3570	1,000	3	0	Class. p. 32 of 2333/36.
3945	2,000	3	0	Class. p. 8 of 10826/08.
3952	3,741	2	9	Class. p. 5 of 1362/09.
3943	2,000	3	3	Class. p. 14 of 9958/08.

Subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; being R. J. Rowland and C. R. P. Nairn's forfeited Lease 3116/839.

Victoria District (near Geraldton).

Corr. No. 391/41. (Plan 126A/40, B1.)

Location 8072, containing 74a. 2r. 6p., at 6s. per acre; classification page 4A of 2661/34; subject to exemption from road rates for two years from date of approval of application; being unallotted by the Land Board.

NORTHAM LAND AGENCY.

Avon District (about 9½ miles north-east of Nungarin).

Corr. No. 1474/38. (Plan 34/80, F1.)

Location 27017, containing 400a. 1r. 19p.; subject to pricing; being the surrendered portion of W. H. C. Coumbe's C.P. Lease 347/2006.

THURSDAY, 14th AUGUST, 1941.

BRIDGETOWN LAND AGENCY.

Nelson District (about 13 miles south-east of Bridgetown).

Corr. No. 126/41. (Plan 438A/40, A2.)

Location 7335, containing 63a. 3r. 20p., at 10s. 6d. per acre; and Location 7793, containing 71a. 1r. 5p., at 9s. 3d. per acre; classifications page 7 of 1186/38; subject to exemption from road rates for two years from date of approval of application; also subject to timber conditions; being E. W. Ennis's cancelled application.

WEDNESDAY, 20th AUGUST, 1941.

ALBANY LAND AGENCY.

Plantagenet District (about 16 miles north-east of Albany).

Corr. No. 169/31. (Plan 451/80, F3.)

Location 2793, containing 160a., at 7s. per acre; classification page 10 of 5025/30; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; also subject to timber conditions. This cancels the previous *Government Gazette* notice relating to this location.

BEVERLEY LAND AGENCY.

Avon District (about 16 miles east of Bending).

Corr. No. 12/33. (Plan 345/80, D4.)

Location 23766, containing 319a. 3r. 38p., at 2s. 9d. per acre; classification page 5 of 12/33; subject to payment for improvements and to the condition that the poison must be eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being E. Howie's forfeited Lease 68/3863.

GERALDTON LAND AGENCY.

Victoria District (about four to five miles west of Arrino).

Corr. No. 6070/28. (Plan 123/80, D and E4.)

Locations 2750, 3004, 7092, and 7111, containing 3,441a. 0r. 1p., at 3s. per acre; classification pages 150/152 of 6785/23; Location 7254 and 9278, containing 320a. 1r. 13p., at 3s. per acre; classification page 6 of 3060/20; and are subject to Agricultural Bank indebtedness; also Location 9612, containing 316a. 3r. 37p., at 3s. per acre; classification page 6 of 2655/36; subject to payment for improvements; being R. W. Barr's forfeited Leases 68/2547, 68/2523, 74/1005, and 347/1406.

KATANNING LAND AGENCY.

Plantagenet District (about six miles north-east of Kendinup Siding).

Corr. No. 204/39. (Plan 445/80, B2.)

Location 4081, containing 1,324a. 3r. 29p., at 5s. per acre; classification page 5 of 2320/21; subject to payment for improvements, if any, and to exemption from road rates for two years from date of approval of application; also subject to timber conditions; being P. H. Meyer's forfeited Lease 348/926.

NARROGIN LAND AGENCY.

Avon District (about 11 miles north-east of Kulin).

Corr. No. 5041/28. (Plan 377/80, D and E1 and 2.)

Locations 19819, 19821, and 26251, containing 2,746a., at 4s. 6d. per acre; classification page 5 of 5041/28; subject to Agricultural Bank indebtedness; being A. S. White's forfeited Leases 68/869 and 74/304.

PERTH LAND AGENCY.

Oldfield District (about six miles north-east of Kundip).

Corr. No. 3789/20. (Plan 421/80, A and B1 and 2.)

Loc. No.	Area.	Price				Remarks.
		a.	r.	p.	s. d.	
63	978	0	0	5	3	Class. page 68 of 3789/20.
57	1,000	0	0	5	3	do. do.
324	1,000	1	14	5	9	do. do.

Subject to Agricultural Bank and Industries Assistance Board indebtedness and to mining conditions; also subject to a grazing lease which expires on 14/4/1942; being L. Hambley's forfeited Leases 12550/56, 12549/56 and 40672/55.

Peel Estate (about 3½ miles east of Karnup).

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

Corr. 1074/36. (Plan 341D/40, C4.)

Location 390, containing 92a. 0r. 35p.; purchase money—£69; half-yearly instalments (first five years) interest only:—to returned soldiers, at 4½ per cent. p.a.—£1 11s. 1d.; to civilians, at 5 per cent. p.a.—£1 14s. 6d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£1 18s. 6d.; to civilians, at 5 per cent. p.a.—£2 0s. 11d.; subject to payment for improvements and to the conditions applying to this Estate; being W. J. Livingston's forfeited Lease 347/1102.

THURSDAY, 21st AUGUST, 1941.

BRIDGETOWN LAND AGENCY.

Nelson District (about 5½ miles east of Kulikup).

Corr. No. 1038/38. (Plan 415C/40, E3.)

Location 2635, containing 282a., at 6s. per acre; classification page 4 of 526/23; subject to exemption from road rates for two years from date of approval of application; being F. N. Bock's forfeited Lease 347/1929.

Nelson District (near Yerraminup Pool).

Corr. No. 1045/33. (Plan 438D/40, B4.)

Location 11341, containing 206a., at 6s. 6d. per acre (excluding survey fee); classification page 20 of File 1045/33; available subject to the usual timber reservation conditions.

Wellington District (about four miles west of Argyle).

Corr. 874/40. (Plan 414A/40, A1.)

Location 4485, containing 500a. 1r. 11p., at 5s. 3d. per acre (excluding survey fee); classification page 22 of File 874/40; available subject to the usual timber reservation conditions.

WEDNESDAY, 27th AUGUST, 1941.

ALBANY LAND AGENCY.

Plantagenet District (about 19 miles east of Mt. Barker).

Corr. No. 827/38. (Plan 451/80, E1.)

Location 5608, containing 231a. 1r. 26p., at 6s. per acre; classification page 17 of 827/38; subject to the condition that the poison must be eradicated to the

satisfaction of the Minister for Lands before the Crown grant will issue; also subject to timber conditions and to exemption from road rates for two years from date of approval of application; being H. S. Gibbons' forfeited Lease 365/852.

GERALDTON LAND AGENCY.

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

Corr. No. 57/41. (Plans 160C/40, D & E4; 157B/40, D & E1.)

Locations 4474, 4139, and 4041, containing 3,448a. 1r. 34p., at 3s. per acre; classifications page 23 of 335/21 and page 25 of 2242/36; also Location 7932, containing 2,475a. 0r. 20p., at 2s. 9d. per acre; classification page 9 of 311/23; subject to Agricultural Bank indebtedness; being W. F. R. Exten's cancelled application.

Victoria District (about five miles north-west of Perenjori).

Corr. No. 6637/24. (Plan 122/80, D & E3.)

Location 5557, containing 3,179a. 3r. 30p; subject to classification and pricing and to Agricultural Bank indebtedness; also subject to a Cropping Lease which expires 28/2/42; being H. A. Elliott's forfeited Lease 19010/68.

Yandanooka Repurchased Estate (about six miles north-east of Yandanooka).

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

Corr. 988/19. (Plan 123/80, E1.)

Lot 77, containing 84a. 3r. 19p.; purchase money—£258 17s.; half-yearly instalments, first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£5 16s. 6d.; to civilians, at 5 per cent. p.a.—£6 9s. 5d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£7 4s. 4d.; to civilians, at 5 per cent. p.a.—£7 13s. 6d.; Lot 29, containing 885a. 0r. 36p.; purchase money—£2,699 18s. 9d.; half-yearly instalments, first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£60 15s.; to civilians, at 5 per cent. p.a.—£67 10s.; half-yearly instalments over the balance (35 years) including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£75 5s. 4d.; to civilians, at 5 per cent. p.a.—£80 1s. 5d.

Tanksite:—Purchase money, £117 4s. 4d.; half-yearly instalments over 25 years, including principal and interest:—to returned soldiers, at 4½ per cent. p.a., £3 16s.; to civilians, at 5 per cent. p.a.—£4 0s. 8d.

Subject to Agricultural Bank indebtedness. Lot 77 is also subject to the Mineral Rights being reserved to the Crown and Lot 29 to the Mineral Rights being reserved to the Midland Railway Coy., Ltd., and the Crown. These lots will only be granted to the applicant who satisfies the Land Board that he has the necessary capital and experience to successfully work the holding.

Being D. Hehir's forfeited Leases 20/1319 and 20/1318.

NARROGIN LAND AGENCY.

Roe District (about 1½ miles north-west of Karlgarin).

Corr. No. 1623/24. (Plan 348/80, E4.)

Locations 395, 396, and 1298, containing 1,540a. 2r. 23p., at 9s. per acre; classification pages 19 and 20 of File 1623/24; classification page 6 of 294/32; subject to Agricultural Bank indebtedness; being C. W. Treasure's forfeited Leases 41051/55 and 68/3525.

NORTHAM LAND AGENCY.

Avon District (about five miles north of Yelbeni).

Corr. No. 1470/23. (Plan 34/80, A1.)

Locations 20440 and 24855, containing 1,420a. 1r. 20p., at 6s. per acre; classifications page 40 of 11450/12 and pages 10 and 16 of 5226/25; subject to Agricultural Bank indebtedness; being N. H. Kirby's forfeited Leases 16842/68 and 20609/68.

PERTH LAND AGENCY.

Victoria District (about 7½ miles west of Gunyidi).

Corr. No. 879/38. (Plan 90/80, B & C3 & 4.)

Location 8749, containing 4,992a. 3r. 12p., at 2s. 6d. per acre; classification page 7 of 5677/27; subject to exemption from road rates for two years from date of approval of application; being H. O. and O. D. Bill's forfeited Lease 347/1931.

G. L. NEEDHAM,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

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

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

WEDNESDAY, 20th AUGUST, 1941.

PERTH LAND AGENCY.

Kimberley Division.

Meda District (near Boulder Hill).

Corres. 59/38. (Plan 138/300.)

That area of unsurveyed land, containing about 20,000 acres, being N. Buckle's forfeited Pastoral Lease No. 396/607; subject to payment for improvements, if any.

WEDNESDAY, 27th AUGUST, 1941.

PERTH LAND AGENCY.

Eastern Division.

Bulga District (about 19 miles south-west of Yonambi).

Corr. 1209/17. (Plan 41/300.)

That area of unsurveyed land, containing about 86,106 acres; being C. H. Bogle's forfeited Pastoral Lease No. 395/521; subject to Agricultural Bank Indebtedness.

North-West Division.

Peawah District (being Ronsard Island).

Corr. 7885/22. (Plan 110/300.)

That area of unsurveyed land, containing about 450 acres; being Mundabullangana, Ltd.'s, forfeited Pastoral Lease No. 394/982.

WEDNESDAY, 3rd SEPTEMBER, 1941.

PERTH LAND AGENCY.

Eastern Division.

Bulga and Ularring Districts (near Brooking Hills).

Corr. No. 601/41. (Plan 42/300.)

That area of unsurveyed land, containing about 334,867 acres, being H. J. Ion's cancelled application for forfeited Pastoral Leases Nos. 395/807, 395/805, and 395/806; subject to Agricultural Bank indebtedness.

WEDNESDAY, 10th SEPTEMBER, 1941.

PERTH LAND AGENCY.

North-West Division.

De Grey District (about 20½ miles west of Nullagine).

Corr. 1677/19. (Plan 98/300, D1.)

That area of unsurveyed land, containing about 20,000 acres; being T. Carroll's forfeited Pastoral Lease No. 3183/96.

Eastern Division.

Nuleri and Weld District (about 30 miles north-east of Burtville).

Corr. 2606/34. (Plan 44/300.)

That area of unsurveyed land, containing about 132,219 acres; being E. H. Noske's forfeited Pastoral Lease No. 395/464.

Eastern Division.

Yilgarn District (near Koolyanobbing Range and Lake Seabrook).

Corr. 2361/36. (Plan 24/300.)

That area of unsurveyed land, containing about 46,000 and 32,000 acres; being S. H. Stubbs's forfeited Pastoral Lease Nos. 395/811 and 395/828.

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1939.

Department of Lands and Surveys,
Perth, 8th July, 1941.

IT is hereby declared that the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902, for the purpose of new roads, that is to say:—

9708/97. Narrogin.

No. 1243: Deviation of part:—A strip of land, one chain wide, leaving the present road on the eastern boundary of Williams Location 991 2 chains 89.1 links from its south-east corner and extending (as shown on Diagram No. 60241) northward through said location to the southern side of the Narrogin-Dwarda Railway Reserve; commencing again on the northern side of the railway reserve and continuing northward through said location and Location 1619 to rejoin the old road on the eastern boundary of the latter location 3 chains 97.3 links from its south-east corner.

1a. 2r. 35.6p. being resumed from Williams Location 991.

2r. 21.3p. being resumed from Williams Location

7825/03. Darling Range.

No. 1949: Widening:—Portion of Kalamunnda Lot 143 bounded by lines commencing at its north-east corner and extending (as shown on Diagram No. 60738) 244deg. 3min. 1 chain 11.2 links along the northern side of the present road; thence 359deg. 59min. 48.6 links; thence east along part of the north boundary of the said lot to the starting point.

3.9p. being resumed from Kalamunnda Lot 143. (Plan 1C/40, D4.)

6895/05. Bridgetown.

No. 2654: Extension:—A strip of land, one chain wide leaving the present road on the east boundary of Nelson Location 1412 and extending south-westward (as surveyed) through said location to its west boundary. (Plan 439B/40, E2.)

14946/10. Perth.

No. 4068, George street (extension):—A strip of land, 86 links wide (widening at its terminus), leaving a terminus of the present road and extending (as on L.T.O. Diagram No. 11836) south through Lot 62 of Swan Location 1137 passing along the west boundaries of Lots 16 and 14 to Sorrento street.

0.7p. being resumed from Swan Location 1137. (Plan 1A/40, A2.)

3648/20. Preston.

No. 7530: Extension:—A strip of land, 50 links wide, leaving the terminus of the present road on the north boundary of Wellington Location 2063 and extending (as shown on Diagram No. 59754) south-eastward through said location to a surveyed road on its east boundary.

1a. 1r. 29.7p. being resumed from Wellington Location 2063. (Plan 414B/40 E1.)

2595/34. Kellerberrin.

No. 9515: Extension:—A strip of land, one chain wide (widening on the west boundary of Avon Location 22668, as shown on Diagram No. 58794), leaving a terminus of the present road and extending north along the west boundary of Reserve No. 13408 and Avon Locations 22668 and 16916 to a surveyed road at the north-west corner of the last-mentioned.

2a. 2r. 8p. being resumed from Avon Location 22668. (Plan 25/80, A2.)

671/40. Yilgarn.

No. 9757: Deviation:—A strip of land, one chain wide (widening at its terminus), leaving the present road on the north-east boundary of Yilgarn Location 1338, and extending (as shown on Diagram No. 44319) south-eastward along said boundary (passing through Reserve No. 19866) to Road No. 10076. (Plan 24/300.)

3691/15. Augusta-Margaret River.

No. 10181:—A strip of land, one chain wide (widening at its commencement), leaving Road No. 2182 and extending (as shown on Diagram No. 59742) south-westward through Sussex Location 407 and south along

part of the west boundary of Location 121; thence west along the north boundary of Location 264 and north-westward through Reserve No. 8694 and Location 287 to its west boundary.

1a. 0r. 15.9p. being resumed from Sussex Location 407.

1a. 1r. 11p. being resumed from Sussex Location 121.

4a. 0r. 31p. being resumed from Sussex Location 264.

1a. 3r. 9.1p. being resumed from Sussex Location 287. (Plan 440A/40, A1.)

7825/03. Darling Range.

No. 10199:—A strip of land, one chain wide, leaving Road No. 1949 on the north boundary of Canning Location 589 and extending (as shown on Diagram No. 60738) south-westward through same to its western boundary.

3r. 18p. being resumed from Canning Location 589. (Plan 1C/40, D4.)

5485/97. Woodanilling.

No. 10200:—A strip of land, one chain wide (widening at its commencement and terminus), leaving a surveyed road at the north-west corner of Kojonup Location 1752 and extending (as shown on Diagram No. 60289) east along part of the north boundary of said location to a surveyed road.

1a. 3r. 30.6p. being resumed from Kojonup Location 1752. (Plan 416B/40, E1.)

2028/39. Serpentine-Jarrahdale.

No. 10209:—A strip of land, 50 links wide, starting at the south-west corner of portion of Lot 32 of Cockburn Sound Location 16 (L.T.O. Plan No. 3269) and extending (as shown on Lands and Surveys Diagram No. 44449) south through Peel Estate Lot 842 to a surveyed road on its southern boundary.

27.5p. being resumed from Peel Estate Lot 842. (Plan 341D/40, C3.)

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

By order of His Excellency the Lieutenant-Governor,

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

THE ROAD DISTRICTS ACT, 1919-1939.

Closure of Road.

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

161/41. Bridgetown.

B. 466:—The surveyed road along the west boundary of Nelson Location 1470 from its north-west corner to its south-west corner. (Plan 439B/40.)

H. C. DAVIES.

I, James S. Bagshaw, on behalf of the Bridgetown Road Board, hereby assent to the above application to close the road therein described.

J. S. BAGSHAW,
18th July, 1941. Chairman Bridgetown Road Board.

TOWN PLANNING AND DEVELOPMENT ACT
(No. 39 of 1928).

Bunbury Municipal Council.

Town Planning Scheme—Amendment and Amplification of Work No. 1.

NOTICE is hereby given that the Bunbury Municipal Council on 12th May, 1941, passed the following resolution:—

That the land, being portion of Lot 70, Leschenault Location 26, on the west side of Picton crescent, extending southwards approximately 620 links from the south side of Scott street to the north side of Lot 139 and for a depth of two chains westward, from the west side of Picton crescent, be excluded from Lot 70 (Nature Park) and be made available for sale by the Municipality as building lots.

And notice is hereby given that the area referred to in the above resolution has been delineated on the Plan of the Scheme deposited in the Town Hall, Bun-

bury, and will be open to inspection by any person interested, without payment of a fee, between the hours of 10 a.m. and 3 p.m., Monday to Friday, and 10 a.m. to 12 noon on Saturdays.

Any objections to the above proposed amendment and amplification should be sent in writing to the Town Clerk (Bunbury), or the Chairman of the Town Planning Board, Cathedral avenue, Perth, before the 22nd day of August, 1941.

Dated the 22nd day of May, 1941.

JOHN R. KNOTT,
Town Clerk.

And notified for public information.

DAVID L. DAVIDSON,
Chairman Town Planning Board.

TOWN PLANNING AND DEVELOPMENT ACT
(No. 39 of 1928).

Bunbury Municipal Council.

Town Planning Scheme—Amendment and Amplification of Business Areas.

NOTICE is hereby given that the Bunbury Municipal Council on 14th July, 1941, passed the following reso-

lution:—That Lot 155, Spencer street, be included in the Business Area gazetted under the Scheme.

And notice is hereby given that the lot referred to in the above resolution has been delineated on the Plan of the Scheme deposited in the Town Hall, Bunbury, and will be open to inspection by any person interested, without payment of a fee, between the hours of 10 a.m. and 3 p.m., Monday to Friday, and 10 a.m. to 12 noon on Saturdays.

Any objections to the above proposed amendment and amplification should be sent in writing to the Town Clerk (Bunbury) or the Chairman of the Town Planning Board, Cathedral avenue, Perth, before the 22nd day of August, 1941.

Dated the 21st day of July, 1941.

JOHN R. KNOTT,
Town Clerk.

And notified for public information.

D. L. DAVIDSON,
Chairman Town Planning Board.

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.	
July 23	Boddington Police Station—Portable Lockup (9180)	(2.30 p.m. on Tuesday) 12th August ...	Contractors' Room, Public Works Department, Perth ; Court House, Pinjarra, and Court House, Narrogin, on and after Tuesday, the 29th July, 1941.
July 23	Window cleaning of various Government Buildings (9181)	12th August ...	Contractors' Room, Public Works Department, Perth, on and after Tuesday, the 29th July, 1941.
July 30	Tuckanarra School Erection—Removal of Classroom from Meekatharra (9183)	19th August ...	Contractors' Room, Public Works Department, Perth ; P.W.D., Geraldton ; and Court House, Meekatharra, on and after Tuesday, the 5th August, 1941.
July 30	Northam Hospital (New Morgue)—Erection (9184)	19th August ...	Contractors' Room, Public Works Department, Perth, and at Water Supply Office, Northam, on and after Tuesday, the 5th August, 1941.
Aug. 6	Muresk Agricultural College—Erection of Cottage (9185)	26th August ...	Contractors' Room, Public Works Department, Perth, and at Water Supply Office, Northam, on and after Tuesday, the 12th August, 1941.
Aug. 6	Nyamup Mill School Erection—Removal of Hillbrook School (9186)	26th August ...	Contractors' Room, Public Works Department, Perth, and at P.W.D. Office, Bunbury, on and after Tuesday, 12th August, 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.	
West Boulder School Quarters	(2.30 p.m. on Tuesday) 19th August	P.W.D., Perth and Kalgoorlie, and Police Station, Boulder, from 21st July, 1941.
Coolgardie—Old Inspector of Mines' Quarters	19th August	P.W.D., Perth and Kalgoorlie ; Police Station, Coolgardie, from 21st 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, 21st July, 1941.

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

WATER BOARDS ACT, 1904.

Wyndham Water Board.

Water Rate in the Wyndham Area.

NOTICE is hereby given that the rate for the year of all lands in the Wyndham Water Area now liable to be rated under the abovementioned Act has been made up and is now open for inspection by Ratepayers.

By order of the Board,

22nd July, 1941. D. J. DAVIDSON,
Chairman.

Notice of Rate of Wyndham Water Area.

Notice is hereby given that, under the powers conferred by the abovementioned Act, the Wyndham Water Board has ordered a rate of 2s. (two shillings) in the pound (£) for the Wyndham Water Area to be made up and levied for the year ending 1942 upon all rateable land entered in the Rate Book, the making up of which is published in the *Government Gazette*; excess water to be charged at 10s. per one thousand gallons; the minimum rate for the abovementioned period for each separate parcel of land the annual rate of which at 2s. (two shillings) in the pound (£) would not exceed one pound shall be one pound (£), and that a memorandum of such order has been duly signed and entered in the Rate Book.

The said rate is now payable in accordance with the by-law made under the aforesaid Act.

D. J. DAVIDSON,
Chairman.

ARCHIE MARTIN,
Secretary.

THE WATER BOARDS ACT, 1904.

Katanning Water Board.

NOTICE is hereby given that the Rate Book for the year ending 30th June, 1942, of all lands in the Katanning Water District now liable to be rated under the abovementioned Act has been made up and the Rate Book may be inspected at the Office of the Katanning Road Board.

30th July, 1941. S. R. EVANS,
Secretary.

Notice.

Notice is hereby given that, under the powers conferred by the abovementioned Act, the Katanning Water Board has ordered a water rate of two shillings in the pound, with a minimum of ten shillings on any one assessment, on the annual rateable value of all rateable land within the Katanning Water District to be levied for the year ending the 30th June, 1942.

30th July, 1941. F. M. BOWDEN,
Chairman.

THE WATER BOARD ACT, 1904.

Sandstone Water Board.

NOTICE is hereby given that the Rate Book for the year 1941-42 of all land in the Sandstone Water Area now liable to be rated under the abovementioned Act has been made up and may be inspected at the Board's Office on and after the 31st day of July, 1941.

H. E. SHOLL,
Secretary.

Water Rate for 1941-1942.

Notice is hereby given that, under the powers conferred by the abovementioned Act, the Sandstone Water Board has ordered a rate of three shillings (3s.) in the £1 for the Sandstone Water Area to be made and levied for the year ending 30th June, 1942, upon all rateable land entered in the Rate Book, the minimum rate on each separately assessed parcel of land the annual rate of which would not exceed 10s. shall be ten shillings (10s.); water allowed to be equivalent to rate and computed at 6s. 8d. per 1,000 gallons; excess water to ratepayers and water to private meters shall be (5s.) five shillings per 1,000 gallons.

The rate shall become due and payable forthwith.
Dated this 26th day of July, 1941.

R. S. CRAWFORD,
Chairman.

NOTICE OF RATE IN THE CARNARVON WATER AREA.

NOTICE is hereby given that, under the powers conferred by the Water Boards Act, 1904, the Carnarvon Water Board has ordered a rate of three shillings in the pound to be made and levied for the year ending 31st December, 1941, upon all rateable land entered in the Rate Book, and that a memorandum of such order has been duly entered in the Rate Book.

By order of the Board,
V. M. SHALLCROSS,
Chairman.

WATER BOARDS ACT AMENDMENT ACT, 1918.

Mukinbudin Water Area.

P.W.W.S. 965/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Mukinbudin Water Area for the year ending the 30th June, 1942.

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

WATER BOARDS ACT AMENDMENT ACT, 1918.

Trayning Water Area.

P.W.W.S. 969/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Trayning Water Area for the year ending the 30th June, 1942.

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

WATER BOARDS ACT AMENDMENT ACT, 1918.

Bencubbin Water Area.

P.W.W.S. 966/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Bencubbin Water Area for the year ending the 30th June, 1942.

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

WATER BOARDS ACT AMENDMENT ACT, 1918.

Mandiga Water Area.

P.W.W.S. 967/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Mandiga Water Area for the year ending the 30th June, 1942.

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

WATER BOARDS ACT AMENDMENT ACT, 1918.

Welbungin Water Area.

P.W.W.S. 962/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Welbungin Water Area for the year ending the 30th June, 1942.

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

WATER BOARDS ACT AMENDMENT ACT, 1918.

Lake Brown Water Area.

P.W.W.S. 963/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Lake Brown Water Area for the year ending the 30th June, 1942.

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

WATER BOARDS ACT AMENDMENT ACT, 1918.

Kununoppin Water Board.

P.W.W.S. 964/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Kununoppin Water Area for the year ending the 30th June, 1942.

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

WATER BOARDS ACT AMENDMENT ACT, 1918.

Gabbin Water Area.

P.W.W.S. 968/29.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under the provisions of the Water Boards Act Amendment Act, 1918, of a rate of two shillings and sixpence in the pound on the annual rateable value of the land rated being made and levied in the Gabbin Water Area for the year ending the 30th June, 1942.

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

MUNICIPAL CORPORATIONS ACT, 1906-1940;
ROAD DISTRICTS ACT, 1919-1939.

Municipality of Boulder and the Kalgoorlie Road District—Adjustment of Boundaries—Notice of Intention.

P.W. 618/41.

WHEREAS under the provisions of section 26 of the Municipal Corporations Act, 1906-1940, the Governor may make orders altering, for the purpose of adjustment, the boundaries of any conterminous municipality and road district, and under the provisions of section 8 of the Road Districts Act, 1919-1939, the Governor may by Order in Council transfer to a municipal district any adjoining portion of a road district or to a road district any adjoining portion of a municipal district; and whereas it is desirable to adjust the conterminous boundaries of the Municipality of Boulder and the Kalgoorlie Road District, and consequently to transfer to the Boulder Municipal District portion of the Kalgoorlie Road District and to transfer portion of the Boulder Municipal District to the Kalgoorlie Road District: Now, therefore, it is the intention of His Excellency the Lieutenant-Governor, under the powers conferred by the said sections of the said Acts, to order that the boundaries of the Municipality of Boulder shall be as set forth in the Schedule hereto, and that the conterminous boundaries of the said municipality and the Kalgoorlie Road District shall be altered for the purpose of adjustment and with the said consequential transfers accordingly.

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

Schedule.

All that portion of land bounded by lines starting from the southern corner of Kalgoorlie Lot 2655, Dixon street, and extending south-easterly to the northern corner of Boulder Lot 2194; thence south-easterly along boundaries of said Lot 2194, 2193, and 2192 to the north-western side of a 150-link street; thence north-easterly along said side to the north-eastern side of Coronation street; thence south-easterly along the latter side to the north-western side of Violet street; thence

north-easterly and easterly to and along the northern side of Evans street to the western side of Wilson street; thence northerly along the latter side to a point in prolongation westerly of the southern boundary of Lot 2375; thence easterly to and along the said boundary and onwards to the eastern side of Brookman street; thence northerly along the latter side to the southern side of Holmes street; thence easterly to the north-eastern corner of Lot 2365; thence southerly, easterly, and again southerly along the eastern boundary of the said lot to and along the centre of a right-of-way and to and along the eastern boundary of Lot 792 to the northern side of Evans street aforesaid; thence easterly and southerly to the north-western corner of Lot 2376; thence easterly and southerly and again easterly and southerly along boundaries of the latter lot to and along the centre of a right-of-way and to and along the eastern boundary of Lot 802 to the northern side of Dart street; thence easterly and southerly to the north-eastern corner of Lot 803; thence southerly along the western side of Lane street to the centre of a right-of-way along the southern side of the latter lot; thence easterly to and along a right-of-way to a point in prolongation northerly of the eastern boundary of Lot 2399; thence southerly to and along said boundary; thence easterly to the south-eastern corner of Lot 2401; thence southerly, westerly, and again southerly to and along the eastern boundary of Lot 2405 to and along the centre of a right-of-way and to and along the eastern boundary of Lot 2420, and onwards to the southern side of York street; thence westerly along the latter side of street to the eastern side of Lane street aforesaid and onwards for a distance of 30-3/10 links; thence southerly by a parallel line to the latter side of street to a point in prolongation westerly of the southern boundary of Lot 1958; thence easterly to and along said boundary and onwards along the northern side of Clancy street to a point in prolongation south-westerly of the north-western boundary of Lot 1814; thence north-easterly to and along said boundary and onwards to a point in prolongation north-westerly of the north-eastern boundary of Lot 1547; thence south-easterly to and along the latter boundary, onwards to and along boundaries of Lots 1553 and 1552 and continuing onwards to the south-eastern side of Hainault road; thence south-westerly along said side of road to the northernmost corner of Lot 2653; thence southerly and west-south-westerly along boundaries of the latter lot to its southern corner; thence southerly along the eastern side of Powell street to the south-eastern side of Road No. 829; thence east-north-easterly along said side of road to a point in prolongation northerly of the eastern boundary of Lot 395; thence southerly to the northern corner of Reserve 7233; thence south-easterly and south-westerly along boundaries of said reserve, the south-eastern boundary of Lot 395 aforesaid and onwards to the southern corner of Lot 1726; thence southerly along the eastern side of Powell street aforesaid to a point in prolongation north-westerly of the north-eastern boundary of Lot 347; thence south-easterly to and along said boundary to a north-eastern corner of the latter lot; thence south-easterly to the north-eastern corner of Lot 2660; thence southerly along the western side of Shannon street to the north-eastern corner of Lot 2657; thence easterly to the north-eastern corner of Lot 2517; thence southerly to the north-western corner of Lot 1719; thence easterly and southerly to and along the northern boundary and the eastern boundary of Lot 1732; thence easterly to the south-eastern corner of Lot 2675; thence southerly to the north-western corner of Lot F261; thence easterly and southerly to the north-eastern corner of Lot F262; thence easterly to the north-eastern corner of Lot 1891; thence southerly and easterly to the north-western corner of Lot 924; thence southerly to the south-western corner of Lot 925; thence generally south-south-easterly to and along the north-eastern boundary of Lot 803 and onwards to the intersection of the southern side of Leviathan street with the eastern side of Scott street; thence southerly along the latter side of street to the northern side of Bendigo street; thence easterly along said side to the western side of Kenilworth street; thence northerly to the south-eastern corner of Lot F303; thence easterly to the eastern corner of Lot 807; thence south-south-easterly passing through the north-eastern corner of Lot 1884 and onwards to the eastern side of Deans street; thence southerly along said side of street and onwards to a point in the eastern prolongation of the southernmost boundary of Reserve 9597 for Park Lands; thence westerly to and along the said boundary; thence northerly along part of a western boundary of

said reserve to the southern side of Lynch street; thence westerly along said side of street, and onwards to a point in prolongation southerly of the western boundary of Reserve 12935 (Sanitary Purposes); thence northerly to and along said boundary and onwards to a point in prolongation westerly of the northern side of Dwyer street; thence easterly along said prolongation to a point in prolongation southerly of the western boundary of PF151E; thence northerly to and along said boundary and onwards to the northern side of Burt street; thence easterly along said side of street to the western side of Leake street; thence northerly, easterly, again northerly, and easterly and northerly and north-north-westerly along boundaries of Hampton Location 40 and onwards in the last-mentioned direction to the north-western side of Dixon street aforesaid, and thence east-north-easterly along said side of street to the starting point. The boundaries of Kalgoorlie Road Board District are hereby amended to conform with this description.

MUNICIPAL CORPORATIONS ACT, 1906-1939.

Municipality of Bunbury, By-law No. 69.—Buildings.

IN pursuance of the powers conferred by the Municipal Corporations Act, 1906-1939, the Council of the Municipality of Bunbury orders that by-law No. 69 (Building By-laws) be amended by the addition of a new clause, to be numbered 48A:—

48A. Minimum Area of Dwelling-House.

Every dwelling-house shall consist of a total area of at least 500 square feet, and shall contain not less than two main rooms. "Main rooms" mean and include all rooms used or intended to be used as bedrooms, dining-rooms, ordinary living rooms, or kitchens.

Passed by the Council of the Municipality of Bunbury at a meeting of the local health authority held in the Council Chambers, Bunbury, on Monday, 26th May, 1941.

J. T. BLAIR,
Mayor.

J. R. KNOTT,
Town Clerk.

[L.S.]

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 9th day of July, 1941.

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

THE ROAD DISTRICTS ACT, 1919-1934 (sec. 249).
Wyndham Road Board.

To Whom It May Concern:

AT a meeting of the Wyndham Road Board, held on the 22nd July, 1941, it was resolved that the various rates should be levied on the rateable value of all rate-

able property within the respective Ward, Towns, or Prescribed Areas of the District, as specified in Schedule hereunder, in accordance with the provisions of the Road Districts Act, 1919-1934, and the Health Act, 1911-1934.

Schedule—Rates Levied.

General Road Rate, Unimproved value—3d. (three-pence) in the pound (£).

General Road Rate, Annual value—1/6 (one shilling and sixpence) in the pound (£).

General Health Rate, Annual value—6d. (sixpence) in the pound (£).

By order of the Board,

D. J. DAVIDSON,
Chairman.
ARCHIE MARTIN,
Secretary.

22nd July, 1941.

THE GREENBUSHES ROAD BOARD.

By-law.

THE Greenbushes Road Board, at a meeting held on the 14th July, 1941, resolved to adopt and gazette the following by-law:—

The secretary of the Greenbushes Road Board, and the foreman of that Board, are hereby respectively empowered to employ any ordinary worker or workers for the Greenbushes Road Board, subject to the confirmation of such employment by the Board at its next meeting thereafter.

By order of the Board,

H. S. BARRYMORE,
Secretary.

THE ARCHITECTS' ACT, 1921.

IT is hereby notified that the following registered architects have been duly elected members of the Architects Board of Western Australia for a period of three years from 1st July, 1941; the names are:—Alexander Donald Cameron and William Allan McInnes Green.

E. G. SIER,
Registrar.

Department of Agriculture,
Perth, 31st July, 1941.

I, ALWYN McKENZIE CLARK, Chief Inspector of Stock, do hereby appoint Claude R. Toop, Veterinary Surgeon; Robert Carrol, of Wonnerup, and Charles F. Roberts, of Moora, to be an Examining Authority under the Stallions Act, 1921, and do direct that such persons may exercise their functions under the said Act within that portion of the State south of the 26th parallel of latitude.

Dated the 1st day of July, 1941.

A. McK. CLARK,
Chief Inspector of Stock.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
900/40	1941. July 31	Westralian Farmers, Ltd.	157A, 1941	Tea for Hospitals and Institutions for month of August, 1941, as per Items 1 and 2	Various	2s. 6½d. per lb.
436/41	Aug. 1	Bryant & Waters ...	150A, 1941	Approx. 300 tons Collie Coal, in bags, for "S.S. Perth," from 1st August to 31st December, 1941, as per Item 1	Railways and Tramways	42s. 6d. per ton.
385/41	do.	British General Electric Co. Pty., Ltd.	131A, 1941	3 only 200-K.V.A. 6000/440/250 Volts Transformers, Delta/Star, as per Item 1(c), delivered to State Implement Works	Public Works ...	£271 10s. each.
44/38	do.	Sara & Cook, Ltd. ...	...	Butter for Government Institutions for 4 weeks ending 30th August, 1941— Item 1—First grade, local Item 3—Second grade, local Both less 1d. per box rebate.	Various	1s. 5½d. per lb. 1s. 3d. per lb.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Transfer of Contract.*

Tender Board No.	Date.	From :	To :	Particulars.
288/41	1941. Aug. 4	L. Powell	W. Stokes and H. Herbert	Supply of Firewood to Two-People Bay Pumping Station under T.B. Schedule 96A, 1941, as from 21st July, 1941.

TENDERS FOR GOVERNMENT SUPPLIES.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1941. July 31 ...	163A, 1941 ...	Jarrah Piles, 12in. to 15in. diameter crown—11/50ft., 8/49ft., 6/48ft., 12/47ft., 10/45ft., 4/40ft., 2/38ft., 1/36ft., 1/32ft., delivery F.O.R. Fremantle Harbour Works Siding, North Fremantle	1941. Aug. 14
July 31 ...	164A, 1941 ...	Double-headed Terrazzo Floor Polishing Machine, with 14in. discs and driven by a 2 h.p. 250-volt motor	Aug. 14
July 31 ...	166A, 1941 ...	Metal Filing Cabinets; 2 sets Diagram Cabinets, each with 70 trays; Plan Chest with 39 drawers; and Index Cabinet with 30 drawers	Aug. 14
Aug. 5 ...	169A, 1941 ...	Firewood for State Abattoirs, Kalgoorlie, in 5ft. lengths, for a period of 12 months, approx. 30 tons per month	Aug. 14
July 29 ...	162A, 1941 ...	Machinery for State Implement Works, including Foundry Blower, Git Cutter, Platform Scales up to 15 cwt. and up to 1 ton, Motorised Grinder, and Hand Trolley	Aug. 21
July 31 ...	165A, 1941 ...	Well Pumping Plant for Geraldton Water Supply, comprising Motor and Pump, etc., to pump 3,000 gallons per hour	Aug. 21
July 31 ...	167A, 1941 ...	New Section for Steel Chimney to be erected at No. 7 Pumping Station; also the dismantling of the existing chimney	Aug. 21
July 31 ...	168A, 1941 ...	Flanged Sluice Valves, approx. 3/6in., 15/4in., 6/3in., and 4/2in.; Flanged Ball Valves, approx. 2/3in. and 4/2in.	Aug. 21
Aug. 5 ...	170A, 1941 ...	Pneumatic Drill and Portable Air Compressor, mounted on a chassis	Aug. 21

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 7th August, 1941.

G. L. NEEDHAM,
Chairman W.A. Government Tender Board.

APPOINTMENTS

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

Registrar General's Office,
Perth, 6th August, 1941.

R.G. No. 81/34.
IT is hereby notified, for general information, that Constable W. Perry has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Sussex Registry District, to reside at Margaret River, during the absence on leave of Constable B. J. Rule; appointment to date from 2nd August, 1941.

R.G. No. 51/38.

IT is hereby notified, for general information, that Mr. M. P. Copley has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages for the East Coolgardie Registry District, to reside at Kalgoorlie, during the absence of Mr. J. G. Blockley; appointment to date from 26th July, 1941.

R. J. LITTLE, Acting Registrar General.

Registrar General's Office,
Perth, 7th August, 1941.

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

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

CHURCH OF CHRIST.

31/41; 26/7/41; Mr. Ernest John Miles; Cottesloe;
Perth.

R. J. LITTLE, Acting Registrar General.

THE MINING ACT, 1904

(Regulation 180).

Warden's Office,
Broome, 14th July, 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 undermentioned mining tenement, 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.) R. K. GAY,
Acting Warden.

To be heard at the Warden's Court, Broome, on
Friday, the 5th day of September, 1941.

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

WEST KIMBERLEY MINERAL FIELD.

Mineral Claim.

26—Peninsula Copper Mining Company, Limited; 641-3
Wellington street, Perth; non-payment of rent
and no Miner's Right.

INDUSTRIAL AGREEMENT.

No. 11 of 1941. (Reg. 15/7/41.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1925, this eighth day of July, 1941, between the City of Perth Electricity and Gas Department of the City of Perth Municipal Council and the Fremantle Gas and Coke Company, Limited (hereinafter called "the employers"), of the one part, and the Metropolitan Gas Works Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the parties hereto that the several stipulations, conditions, and provisions set out in this Schedule hereto shall in all cases be binding upon and shall be faithfully carried out and observed, performed, and complied with by all parties concerned.

Clause 1—Schedule of Wages.

(Basic wage—£4 8s. 0d. per week.)

Labourers—Basic wage.

	Marginal Rates		Total.
	Margin per Week.	Wartime Loading per Week.	
	s. d.	s. d.	s. d.
Men engaged in gas works on coal, coke, tar, and oxide, not classified elsewhere herein	3 0	3 0	6 0
Men engaged in main-laying operations	3 0	3 0	6 0
Men working emptying or filling purifier or on oxide-crushing machine	6 0	3 0	9 0
Service-layer's assistant ..	6 0	3 0	9 0
Main-layer's assistant ..	6 0	3 0	9 0
Tradesman's assistant ..	6 0	3 0	9 0
Men working dehydrator plant, Fremantle ..	6 0	3 0	9 0
Men engaged filling or emptying barrels, casks, or tanks with tar ..	6 0	3 0	9 0
Stove assemblers	9 0	3 0	12 0
Men working on the retort house coal and coke elevator and conveyor	9 0	3 0	12 0
Men engaged wheeling coal to cracker pit, when using iron truck or iron barrow only ..	9 0	3 0	12 0
Fluxer or blender, tar distillation plant, Perth ..	9 0	3 0	12 0
Mainlayer or caulker ..	15 0	3 0	18 0
Service layer	15 0	3 0	18 0
Man in charge of tar distillation plant, Perth	15 0	3 0	18 0
Stove fitter and repairer ..	16 0	3 0	19 0
Maintenance man ..	16 8	3 0	19 8
Retort operator (shift-work)	16 9	3 0	19 9
Leading retort operator in charge	25 11	4 0	29 11
Carburetted water gas plant operator ..	16 9	3 0	19 9
Carburetted water gas plant assistant ..	8 5	3 0	11 5
Carburetted water gas plant 2nd assistant ..	5 8	3 0	8 8
Gas meter maker or repairer	24 0	4 0	28 0
Ganger in charge of main gang	24 0	4 0	28 0
Men engaged discharging coal from railway trucks in Perth—16s. 6 7/11th pence per day		Nil.	

Relief retort operator is to be paid retort operator's (shiftwork) rate for the full week.

Leading hands:—Leading hand (not otherwise specified) in charge of three or more men shall be paid 1s. 3d. per day above the ordinary rate of pay for such work.

Leading hand (being a tradesman) in charge of three or more tradesmen or six or more workers shall be paid 2s. 6d. per day above the rate prescribed for his trade.

Gas workers plumbers rate to be paid in the following cases:—

For fixing meters of 700 cu. ft. and upwards.

On altering position of cooker jobs, when renewing pipe which involves screwing and cutting.

In the case of men on meter lorries, should they be working as a fitter, that is screwing, cutting and fitting, for over four hours in any one day, they shall be paid the gas workers plumbers rate for that day.

(Fixing meters and fixing stoves which does not involve cutting or screwing is not to be included to make up four hours.)

The gas workers plumbers rate starts at the building line, less one-half hour for fixing or fitting meters.

Working inside boilers, etc.:—Men engaged inside the gas, tar, or water space of any boiler, or inside the boiler flue, in cleaning or scraping work; or in tar stills, tar tanks, superheaters, or carburetters (water gas plant) after such vessels have been in commission, cleaning off and removing the residue therefrom, shall be paid a margin of 6d. per hour for the time when so engaged.

Mean cleaning the tar tanks of the waterless holder only shall be paid a margin of 1s. per day for the time when so engaged.

Cleaning out septic tanks:—Men engaged in cleaning out septic tanks shall be paid a margin of 3s. per day for the time when so engaged.

Working in "wet ground":—Any employee working in wet ground shall be paid 1s. per day in addition to his ordinary or overtime rate of pay. "Wet ground" means ground in which in the opinion of the engineer it is impracticable for workers to work without getting wet feet: Provided that, where watertight boots are supplied by the management, there shall be no allowance for wet ground.

Height money:—Any employee working on any temporary scaffolding, swinging stage, bosun's chair or ladder, at a height of 40 feet or over from the ground shall be paid 1s. per day in addition to the rate of pay for the job, providing he so works four hours or over in any one day. If he works less than four hours he shall be paid at the higher rate for the time of working only.

Mixed functions:—Any employee required to do more than one class of work in any one day shall be paid at the higher rate for the day, provided he works for four hours or over at this rate, otherwise he shall be paid the higher rate only for the time so worked.

If a higher rate is paid for over four hours in any one day, the rate to be paid when the worker is proceeding from one job to another shall be at the higher rate for that day.

Industry money:—In addition to the wages as prescribed in this Agreement, "industry money" shall be paid at the rate of three shillings (3s.) per week to all workers covered by this Agreement, with the exclusion of the workers enumerated in clauses 10 and 17 hereof and men discharging coal from railway trucks.

Clause 2—Provision of Oilskins.

Service men, all regular employees of the main-laying gangs, and complaint men, shall be supplied with oilskins, leggings, coat, and sou'-wester, 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, leggings, coat, and sou'-wester issued to him.

Clause 3—Travelling Allowance for Main Gangs and Outside Workers.

Where an employee commencing work at starting time on the job incurs extra tram or railway fares over and above one tram fare each way, or over and above the amount he would incur if starting work at Wellington street Works, Perth; Gas Works, Fremantle, or Cottesloe Depot, this extra amount of fares shall be refunded to him each week; providing that this clause does not apply to any worker who has been allotted a special district whilst working in such district.

Clause 4—Time Allowance outside the Two-mile Radius.

Employees working temporarily outside the two-mile radius of the Wellington street Works, Perth; Gas Works, Fremantle, or Cottesloe Depot, and not within two miles of their place of residence, shall be allowed

one-half hour per day travelling time, without loss of pay, in addition to above travelling allowance, when required to report for work on the job.

Clause 5—Hours.

The hours of duty shall not, without payment for overtime, exceed 44 hours per week, and the hours of duty for any day shall not, without payment for overtime, exceed eight hours: Provided also, that if it is found necessary, arrangements may be made for employees to commence work earlier or later and finish earlier or later than the ordinary hours. Each shift to consist of eight hours.

Clause 6—Overtime.

Payment shall be made for overtime at the rate of time and one-half for the first four hours and double time thereafter.

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

When a worker without being notified on the previous day, is required to continue working after the usual knock-off time for more than one hour, he shall be provided with any meal required, or shall be paid two shillings (2s.) in lieu thereof. This provision shall not apply in case of emergency breakdown repairs nor to men unloading coal.

Clause 7—Shift Work.

The hours of duty without payment for overtime shall not, for shiftmen (except watchmen), exceed an average of 44 hours per week, to be worked in shifts not exceeding eight hours each. Such shifts to be distributed as the employers choose, but so as to make an aggregate shift time on duty not exceeding 176 hours in each period of four weeks.

For all duty performed on his day off in the week, not being a Sunday or a holiday, the minimum ordinary rate prescribed for a shiftman shall be increased by one-half, but in the case of a Sunday it shall be doubled.

For all time worked on a Sunday and holidays (not being his day off) the minimum ordinary rate for a shiftman shall be increased by one-half for a Sunday, but in the case of a holiday it shall be doubled.

In the case of a shiftman working on his day off at the request of another employee, the rate to be paid shall be the ordinary rate payable for the day or shift.

A shiftman shall be deemed to be working on a continuous process.

In the case of a man, after his usual day's work, being called on for retort house work between 5.0 p.m. and 7.30 a.m., he will be paid at the rate of time and one-half, unless notified before 5 p.m. that he will be required for the night shift.

Clause 8—Holidays.

The following days shall be recognised as holidays and the usual rates of pay shall be paid for same (only one-half day's pay to be involved in the case of Easter Saturday; this to apply to all workers, including stokers):—Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, New Year's Day, and Union Picnic Day.

Any days which are prescribed by the laws of the State to be observed in lieu of the holidays above-mentioned will be treated as the days to which this clause applies.

All employees, other than shiftmen, shall be free from duty on holidays, without loss of pay for the day, but any employee may be required for duty on any Sunday or holiday, and, if so required, shall be entitled to the ordinary rate for the time worked on Sunday, and on holidays, the ordinary day's pay plus the holiday pay for the day.

The rates for shiftmen and any employee required to work as a shiftman shall be time and one-half for Sundays and double time for holidays.

Clause 9—Annual Leave.

A working week of forty-four hours' leave of absence will be granted annually on full pay after twelve months' service, in addition to the holidays already specified in clause 8 hercof; leave not to be cumulative and to be taken at the discretion of the management so as to interfere with the routine of the works as little as possible.

Employees not completing twelve months' service shall receive holidays, or pay in lieu thereof, after six months' service, in proportion to the length of service,

that is, one day's holiday for every two months' service, calculated at the rate of one-sixth of the 44-hour week's pay for each day's holiday, unless summarily dismissed for misconduct, dereliction of duty, etc., in which case no holiday pay shall be granted.

Retort operators and men engaged on shift work shall receive two working weeks (eighty-eight hours) leave on full pay after twelve months' service.

Men on the water gas plant and tar plant shall be classed as shift workers for annual holidays, when two or more shifts are being worked continuously per day.

Retort operators and shift workers shall receive holidays, or pay in lieu thereof, in proportion to the length of service; that is, one day's holiday for each one month's service, calculated at the rate of one-sixth of the 44-hour week's pay for each day's holiday, unless summarily dismissed for misconduct, dereliction of duty, etc., in which case no holiday pay shall be granted.

For the purpose of computing the wage to be paid to an employee for annual leave, the basic wage then in force shall be taken, plus the average (excluding overtime) of the employee's marginal earnings for the period of employment for which the leave is due; then add industry money where applicable.

Clause 10—Casual Workers.

A casual worker shall be paid ten per cent. increase on the prescribed rate for the particular class of work he is required to perform.

"Casual worker" means a worker (other than men picked up for unloading coal) employed for less than fourteen consecutive days.

Clause 11—Junior Workers.

Junior workers shall be paid in accordance with the following scale:—

	% of Basic Wage.	Wartime Loading.
Under 16 years of age	25	Nil.
Between 16 and 17 years of age	35	Nil.
Between 17 and 18 years of age	60	Nil.
Between 18 and 19 years of age	75	Nil.
Between 19 and 21 years of age	90	Nil.

At 16 years a junior worker shall be paid "industry money," at the rate of 6d. per week, then increase by 6d. per week each year, until at 21 years he shall receive 3s. per week "industry money" in addition to the rates prescribed in this Agreement.

Clause 12—Weekly Hiring.

(a) Except as to casual workers, the employment is terminable on either side by one week's notice, given on any day. But for the first fourteen days of employment the hiring shall be from hour to hour and during this period an hour's notice or an hour's pay shall be sufficient.

(b) If a weekly worker absents himself from duty, a sum proportionate to his time of absence may be deducted from his pay.

(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 employers shall be entitled to deduct payment for any day upon which the worker cannot be usefully employed because of any strike by the union or the unions affiliated with it, or by any other association or union, or through any breakdown of the employers' machinery, or any stoppage of work, or by any such strike or breakdown which the employers cannot reasonably prevent.

Clause 13—Absence through Sickness.

A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half (½) day for each completed month of service. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employers, 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. Payment for absence through such ill-health shall be limited to six (6) days in each calendar year: Provided that if a worker be not absent from work owing to ill-health during any year, such sick leave may be carried forward to either of the next two (2) years, but so that no more than three weeks' sick leave is paid for in any one (1) year.

This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 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 the employers of sickness, but the employers shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

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.

Provisions.

Clause 14—Service Layers.

Service layer's work to terminate within six feet of inside of building or street line.

Clause 15—Maintenance Work.

Maintenance work shall not constitute gas fitter's work, unless it is found necessary to remove the fittings and replace them to repair a fault.

Clause 16—Tools.

All tools required by the abovenamed employees (service and maintenance men) in connection with any work performed by them on behalf of the employers, to be provided by the employers, with the following exception:—All tools (small) generally known as "pocket tools" to be found by the employees.

Clause 17.

Plumbers, carpenters, blacksmiths, fitters and turners, and other trades provided for under the various Federal and State Awards are not included in this Agreement.

Clause 18—Forty-four Hour Week.

The 44-hour week in this Agreement having been agreed to in consequence of the State Arbitration Court having awarded a 44-hour week to the Amalgamated Society of Engineers, it is hereby agreed that, should the Court increase or decrease the hours to any other number of hours per week to the Amalgamated Society of Engineers, this Agreement shall be amended to include such provision.

Clause 19—Membership of Union.

All new employees joining the service of the employers and employed under this Agreement, shall, within fourteen (14) days, make application to join the union which is party to this Agreement, except that this provision shall not apply to University students or casual workers.

It is agreed that, in the event of any strike or similar action against any other employer, the union party to this Agreement will not allow its members in the service of the employers to be involved directly or indirectly in the withdrawal of their labour from the normal activities of the employers.

Clause 20—Promotion.

Before any promotion to a vacancy shall be made, consideration as to the qualifications of each man shall be given. Any man who considers he has been overlooked shall have a personal interview with the engineer.

Clause 21—Settlement of Disputes.

Should any question or dispute arise regarding this Agreement or any matter not provided for herein, it shall be referred to a representative of the employers and of the union, who shall meet and endeavour to effect a settlement.

This clause shall not be taken to interfere with any rights of either of the parties to proceed for a penalty for a breach of this Agreement.

Clause 22—Locality of Agreement.

This Agreement shall apply to the whole of those areas in which the City of Perth Electricity and Gas Department of the City of Perth Municipal Council and the Fremantle Gas and Coke Company, Limited, have the right to supply gas.

Clause 23—Basic Wage.

The basic wage as declared by the State Arbitration Court being adopted as the standard in this Agreement,

any variation of the basic wage declared by the Court will become the standard in this Agreement, and all other rates will be altered so as to preserve the margin shown in this Agreement

Clause 24—Duration of Agreement

This Agreement shall operate from the ninth day of July, one thousand nine hundred and forty-one, to the ninth day of July, one thousand nine hundred and forty-four inclusive, and thereafter until superseded or varied, subject to the right of either party to apply to the Court of Arbitration (State) at any time after the expiration of the first twelve months from the ninth day of July, 1941, and after the expiration of any subsequent period of twelve months, to vary or amend this Agreement.

Signed by Francis Charles Edmondson, General Manager of the City of Perth Electricity and Gas Department of the City of Perth Municipal Council, in the presence of—

City of Perth Electricity and Gas Department,

F. C. EDMONDSON,
General Manager.

R. Laidler.

Signed by James Albert Lilly, Secretary of the Fremantle Gas and Coke Company, Limited, on behalf of that Company, in the presence of—

J. A. LILLY.

Geo. Arnold.

The Common Seal of the Metropolitan Gas Works Union of Workers was here to affixed by order of the Union, in the presence of—

[L.S.]
Metropolitan Gas Works
Union of Workers,

R. DONOGHUE,
President.

A. CARTER,
Secretary.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 1 of 1941; File 10702.)

Between The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and E. Betts, C. W. Hubble, G. S. Ford, T. E. Murphy, G. J. O'Callaghan, Hotel Proprietors, of Northam, and Mrs. E. B. Jones, Avondale Coffee Palace, Northam, Respondents.

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

Memorandum of Agreement.

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

1.—Area.

This Award shall have effect over the area comprised within a radius of five (5) miles from the Post Office, Northam.

2.—Term.

The term of this Award shall be one (1) year from midnight Sunday, 13th July, 1941.

3.—Hours.

(a) Forty-four (44) hours shall constitute a week's work.

(b) A worker who is at liberty to leave the premises of the employer for any time, being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

4.—Spread of Shift.

(a) Daily spread of shift shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.

(b) Weekly spread of shift shall mean the aggregate number of hours contained in the daily spreads for a week.

(c) The weekly spread of shifts shall not exceed seventy-eight (78) hours.

(d) Subject to Clause 10 (Overtime), the longest spread of shift in any one day shall not exceed thirteen (13) hours.

5.—Breaks in Shift.

In addition to breaks of at least half an hour, but not more than one hour, each for meals, there may be a break of at least two (2) hours during each shift. Such break of at least two (2) hours may include a meal break.

6.—Night Work.

Except for night porters, any work done after 12 o'clock midnight and before 5 o'clock a.m. shall be paid at treble time rates in the case of females and time and a half in the case of male workers.

7.—Wages.

The following shall be the minimum rates of wages payable to workers per week:—

Basic wage: £4 9s. 3d., males; £2 8s. 2d., females.

Classification.	Males.		Females.	
	Margin per Week	over Basic Wage.	Margin per Week	over Basic Wage.
	£	s. d.	£	s. d.
(1) Cooks:—				
In establishments where three cooks are employed—				
First cook ..	1	4 4	2	1 11
Second cook ..	0	8 11	1	6 6
Third cook ..	0	2 2	1	1 8
Where more than three cooks are employed the minimum shall be ..	0	2 2	1	1 8
Where two cooks are employed—				
First cook ..	0	16 7	1	16 1
Second cook ..	0	3 2	1	2 8
Where only one cook is employed ..	0	11 10	1	6 6
(2) Cellarman ..	0	16 7	—	—
(3) Waiter ..	0	1 2	—	—
(4) Kitchenman, pantryman, sculleryman ..	Nil	—	—	—
(5) Night porter ..	0	2 2	—	—
(6) Hall porter ..	Nil	—	—	—
(7) Hotel steward ..	Nil	—	—	—
(8) Lift attendant ..	Nil	—	—	—
(9) Yardman, handyman, and unspecified male worker	Nil	—	—	—
(10) Waitress ..	—	—	0	13 3
(11) Other female workers ..	—	—	0	13 3

8.—Definitions.

“Cellarman” shall mean a worker who is exclusively or principally engaged in the breaking down and bottling of spirituous liquors in the cellar of an hotel.

“Waiter” shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

For the purpose of this Award, “Coffee Palace” means a residential establishment, not being an hotel licensed to sell fermented or spirituous liquors nor a boarding-house, where (in addition to permanent or weekly boarders and/or lodgers, or where permanent or weekly boarders and/or lodgers are not necessarily catered for) boarders and/or lodgers are catered for, for pay or reward, for a period of less than one (1) week at a time, or where, in addition to catering for

lodgers, whether permanent or otherwise, a dining room is maintained which is open to the public.

Provided that the term “Coffee Palace” shall not include an establishment where not more than eight (8) boarders and/or lodgers, not being members of the proprietor's family, are received for pay or reward and which has no public dining room but such establishment shall be deemed to be a boarding-house.

9.—Junior Workers.

(a) Male workers—All establishments:—Male workers under the age of twenty-one (21) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation at the following rates:—

% of Male Basic Wage per Week.

Between 18 and 19 years of age	55
Between 19 and 20 years of age	75
Between 20 and 21 years of age	90

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

(b) Female workers—Coffee Palaces only.—Female workers under the age of nineteen (19) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation, at the following rates in addition to board and lodging:—

% of Female Basic Wage per Week.

Under 18 years of age ..	34
Between 18 and 19 years of age	45
At 19 years of age ..	Full adult rate.

Provided that, where no adult is employed, one junior female may be employed.

10.—Overtime.

All work done outside the daily spread provided in clause 4 or beyond eight (8) hours in any one day, or beyond forty-four (44) hours in any one week, shall be deemed to be overtime.

Overtime shall be paid for at the rate of one-third in addition to the ordinary rate herein prescribed: Provided that any overtime in excess of seven (7) hours in any one week shall be paid for at the rate of double time.

11.—Weekly holidays.

All workers (other than night porters) shall be entitled to receive one full day off duty in each week: Provided always, that in the case of an employer employing not more than three (3) workers under the provisions of this Award, two half days may be granted by agreement between the employer and the worker in lieu of one full day. If no agreement can be reached as to whether two half days in lieu of one full day off shall be allowed, the matter shall be referred to the Board of Reference for decision.

A yardman, handyman or unspecified male worker entitled under this clause to receive one full day off duty in each week may, by agreement between his employer and the union, be granted two half days off duty in each week in lieu of one full day.

The half day off shall, if taken in the morning, terminate at 2 p.m., and, if taken in the afternoon, shall commence at 2 p.m. A worker shall not be required to work more than four (4) hours on the day on which his half day off occurs.

Night porters:—Night porters shall be entitled to one night off duty in each week: Provided that, if work is performed by a night porter in lieu of his night off, he shall be paid one-third in addition to his ordinary wage, for that night. This provision shall not be availed of more than on six (6) nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

All work done on Christmas Day or Good Friday shall be paid for at the rate of double time.

12.—Annual Holidays.

(a) On completion of twelve (12) months' service, each worker shall be entitled to two (2) weeks' holiday on full pay without any deduction for board and/or lodging.

(b) The annual holiday shall be granted within three (3) months of its becoming due.

(c) Provided that any worker who shall have served one month or over, and whose contract of service shall have been terminated by either party for any cause other than misconduct before the annual holiday became due, such worker shall be entitled to receive a proportionate allowance of holiday pay for the time actually served.

(d) A worker dismissed for misconduct shall forfeit all right to holiday pay under this clause.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay in accordance with the provisions of clause 25 hereof, shall not count for the purpose of determining his right to holidays.

13.—Meals.

(a) Where full board is provided, workers shall be provided with three meals per day, such as are daily served in ordinary family hotels. Such meals shall include a dinner consisting of at least three courses.

(b) Subject to clause 5 at least one half hour but not more than one hour shall be allowed for each meal.

14.—Casual Workers.

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three (3) hours.

15.—Climbing Ladders.

No waitress shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, fanlights, walls or windows.

16.—Roster.

(a) A roster of the working hours shall be exhibited in the office of each establishment and in such other place as it may be conveniently and readily seen by each worker concerned.

(b) Such roster shall denote the hours to be worked by each worker and shall be open for inspection by a duly accredited representative of the union in the office at such time and place as the Record Book is so open for inspection.

(c) Such roster shall be drawn up in such a manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

17.—Weekly Wage.

Wages shall be paid, at least, weekly.

Except for casual workers, the contract of service shall be on a weekly basis; provided that one day's notice of termination of service may be given on either side.

18.—Board and Lodging.

For all workers, except in the case of junior females, where board is provided, the employer shall be entitled to deduct seventeen shillings and tenpence half-penny (17s. 10½d.) for males and seventeen shillings and fivepence (17s. 5d.) for females per week; and, where lodging is provided, seven shillings and tenpence half-penny (7s. 10½d.) for males and seven shillings and eightpence half-penny (7s. 8½d.) for females per week. The board and lodging deductions prescribed shall vary proportionately with the rise or fall in the basic wage.

Where a worker notifies the employer on the day immediately preceding his or her day off or half day off, as the case may be, that he or she does not desire a meal or meals to be provided on such day off or half day off, the foregoing deductions for board shall be reduced by a proportionate amount for each such meal.

19.—Accommodation.

An employer requiring a worker to sleep in shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, any party to this Award may refer the matter to the Board of Reference for decision, as provided in clause 27.

20.—Uniforms.

If the employer requires female employees to wear stiff white cuffs, collars, or white aprons, he shall pay to such employees the sum of one shilling (1s.) per week for the laundering of same; otherwise he shall cause the same to be laundered at his own expense.

If the employer requires white coats to be worn by his male employees, he shall pay them one shilling (1s.) per week extra for the laundering of the same, or cause such white coats to be laundered at his own expense.

The employer may require plain white headbands to be worn by female employees.

21.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer, in cases where the employees do not reside on the premises.

22.—Under-Rate Workers.

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

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

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

23.—Record.

(a) The employer shall keep or cause to be kept at his business premises, or at each of them, if more than one, a Time and Wages Book, wherein shall be entered the name, occupation and, in the case of junior workers, the age on his or her last birthday, the time each worker commences and finishes work each day, and the total hours worked each week, and the wages paid to each worker.

(b) The record shall be entered up from day to day.

(c) The word "book," for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(d) The employer and the worker shall be severally responsible for the proper daily entering of the record, which shall be initialled, if correct, by the worker daily. The hours shown as worked, in the Record Book, shall be *prima facie* evidence of the correctness thereof, in any proceedings for the enforcement of this Award.

(e) The books shall be open to inspection by a duly accredited representative of the union, at the office of the employer, on days other than Saturday and Sunday, between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.).

24.—Higher Duties.

Any worker performing work for more than two (2) hours in any day on work carrying a higher prescribed rate of wage than that in which he is engaged shall receive such higher wage for the time so employed.

25.—Payment for Sickness.

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

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

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

26.—Junior Worker's Certificate.

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

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

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

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongfully stated on the certificate.

27.—Board of Reference.

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

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

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 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.

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

28.—No Victimisation.

No employer shall 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 the Hotel, Club, Caterers', Tearoom, and Restaurant Employees' Industrial Union of Workers, or by reason of the fact that such worker is entitled to all the benefits of this Award.

29.—Bar Work.

Any worker, other than a night porter, who performs the duties of a barman, that is, actually dispensing drinks across the bar, shall be entitled to be paid at the rate of fourpence half-penny (4½d.) per hour, in addition to his prescribed rate of wage for the time so employed.

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

Dated at Perth this 10th day of July, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 10th day of July, 1941.

J. H. BOGUE,
Clerk of the Court of Arbitration.

[L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 2 of 1941; File 10704.)

Between the Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and J. J. Monaghan, A. Weir, J. J. Cotter, Hotel Proprietors, of Bunbury, and Mrs. B. Lewin and T. Duff, Coffee Palace Proprietors, of Bunbury, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties: And whereas the said dispute was referred into Court for the purpose of hearing and determination: And whereas the parties subsequently met

and conferred and have arrived at agreement on all matters in difference: And whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to declare the said Agreement an Award: Now, therefore, the Court, pursuant to section 63 of the Act and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

Memorandum of Agreement.

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

1.—Area.

This Award shall have effect over the area comprised within a radius of three (3) miles from the Post Office, Bunbury.

2.—Term.

The term of this Award shall be one (1) year from midnight Sunday, 13th day of July, 1941.

3.—Hours.

(a) Forty-four (44) hours shall constitute a week's work.

(b) A worker who is at liberty to leave the premises of the employer for any time, being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

4.—Spread of Shift.

(a) Daily spread of shift shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.

(b) Weekly spread of shift shall mean the aggregate number of hours contained in the daily spreads for a week.

(c) The weekly spread of shift shall not exceed seventy-eight (78) hours.

(d) Subject to clause 10 (Overtime), the longest spread of shift in any one day shall not exceed thirteen (13) hours.

5.—Breaks in Shift.

In addition to breaks of at least half an hour, but not more than one hour, each for meals, there may be a break of at least two (2) hours during each shift. Such break of at least two (2) hours may include a meal break.

6.—Night Work.

Except for night porters, any work done after 12 o'clock midnight and before 5 o'clock a.m. shall be paid at treble time rates, in the case of females, and time and a half in the case of male workers.

7.—Wages.

The following shall be the minimum rates of wages payable to workers per week:—

Basic wage—£4 9s. 3d. males; £2 8s. 2d. females.

Classification.	Males.			Females.		
	Margin per Week over Male Basic Wage.	£	s. d.	Margin per Week over Female Basic Wage.	£	s. d.
(1) Cooks:						
In establishments where 3 cooks are employed—						
First cook	1	4	4	2	1	11
Second cook	0	8	11	1	6	6
Third cook	0	2	2	1	1	8
Where more than three cooks are employed the minimum shall be	0	2	2	1	1	8
Where two cooks are employed—						
First cook	0	16	7	1	16	1
Second cook	0	3	2	1	2	8
Where only one cook is employed	0	11	10	1	6	6
(2) Cellarman	0	16	7	..	..	..
(3) Waiter	0	1	2	..	..	..
(4) Kitchenman, pantryman, sculleryman	Nil	..	..	..	..	..
(5) Night porter	0	2	2	..	..	..
(6) Hall porter	Nil	..	..	..	..	..
(7) Hotel steward	Nil	..	..	..	..	..
(8) Lift attendant	Nil	..	..	..	..	..
(9) Yardman, handyman and unspecified male worker	Nil	..	..	..	..	..
(10) Waitress .. ..	..	..	..	0	13	3
(11) Other female workers .. ..	..	..	..	0	13	3

8.—Definitions.

“Cellarman” shall mean a worker who is exclusively or principally engaged in the breaking down and bottling of spirituous liquors in the cellar of an hotel.

“Waiter” shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

For the purpose of this Award, “Coffee Palace” means a residential establishment, not being an hotel licensed to sell fermented or spirituous liquors, nor a boarding-house, where (in addition to permanent or weekly boarders and/or lodgers, or where permanent or weekly boarders and/or lodgers are not necessarily catered for) boarders and/or lodgers are catered for, for pay or reward, for a period of less than one (1) week at a time, or where, in addition to catering for lodgers, whether permanent or otherwise, a dining room is maintained which is open to the public.

Provided that the term “Coffee Palace” shall not include an establishment where not more than eight (8) boarders and/or lodgers, not being members of the proprietor’s family, are received for pay or reward and which has no public dining room, but such establishment shall be deemed to be a boarding-house.

9.—Junior Workers.

(a) Male workers—All Establishments:—Male workers under the age of twenty-one (21) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two (2) or fraction of two (2) adult workers employed in the same occupation, at the following rates:

	% of Male Basic Wage per Week.
Between 18 and 19 years of age ..	55
Between 19 and 20 years of age ..	75
Between 20 and 21 years of age ..	90

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

(b) Female workers—Coffee Palaces only:—Female workers under the age of nineteen (19) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two (2) or fraction of two (2) adult workers employed in the same occupation, at the following rates, in addition to board and lodging:—

	% of Female Basic Wage per Week.
Under 18 years of age ..	34
Between 18 and 19 years of age ..	45
At 19 years of age—Full adult rate.	

Provided that, where no adult is employed, one junior female may be employed.

10.—Overtime.

All work done outside the daily spread provided in clause 4 or beyond eight (8) hours in any one day, or beyond forty-four (44) hours in any one week, shall be deemed to be overtime.

Overtime shall be paid for at the rate of one-third, in addition to the ordinary rate herein prescribed: Provided that any overtime in excess of seven (7) hours in any one week shall be paid for at the rate of double time.

11.—Weekly Holidays.

All workers (other than night porters) shall be entitled to receive one full day off duty in each week: Provided always, that in the case of an employer employing not more than three (3) workers under the provisions of this Award, two half days may be granted by agreement between the employer and the worker in lieu of one full day. If no agreement can be reached as to whether two half days in lieu of one full day off shall be allowed, the matter shall be referred to the Board of Reference for decision.

A yardman, handyman or unspecified male worker entitled under this clause to receive one full day off duty in each week may, by agreement between his employer and the union, be granted two half days off duty in each week in lieu of one full day.

The half day off shall, if taken in the morning, terminate at 2 p.m., and, if taken in the afternoon, shall commence at 2 p.m. A worker shall not be required to work more than four (4) hours on the day on which his half day off occurs.

Night porters:—Night porters shall be entitled to one night off duty in each week: Provided that, if work is performed by a night porter in lieu of his night off, he shall be paid one-third in addition to his ordinary wage, for that night. This provision shall not be availed of more than on six nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

All work done on Christmas Day or Good Friday shall be paid for at the rate of double time.

12.—Annual Holidays.

(a) On completion of twelve (12) months’ service, each worker shall be entitled to two (2) weeks’ holiday on full pay, without any deduction for board and/or lodging.

(b) The annual holiday shall be granted within three (3) months of its becoming due.

(c) Provided that any worker who shall have served one month or over, and whose contract of service shall have been terminated by either party for any cause other than misconduct before the annual holiday became due, such worker shall be entitled to receive a proportionate allowance of holiday pay for the time actually served.

(d) A worker dismissed for misconduct shall forfeit all right to holiday pay under this clause.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay in accordance with the provisions of clause 25 hereof, shall not count for the purpose of determining his right to holidays.

13.—Meals.

(a) Where full board is provided, workers shall be provided with three meals per day, such as are daily served in ordinary family hotels. Such meals shall include a dinner consisting of at least three courses.

(b) Subject to clause 5, at least one half hour, but not more than one hour, shall be allowed for each meal.

14.—Casual Workers.

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three (3) hours.

15.—Climbing Ladders.

No waitress shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, fan-lights, walls, or windows.

16.—Roster.

(a) A roster of the working hours shall be exhibited in the office of each establishment, and in such other place as it may conveniently and readily be seen by each worker concerned.

(b) Such roster shall denote the hours to be worked by each worker and shall be open for inspection by a duly accredited representative of the union in the office, at such time and place as the Record Book is so open for inspection.

(c) Such roster shall be drawn up in such a manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

17.—Weekly Wage.

Wages shall be paid, at least, weekly.

Except for casual workers, the contract of service shall be on a weekly basis: Provided that one day’s notice of termination of service may be given on either side.

18.—Board and Lodging.

For all workers, except in the case of junior females, where board is provided, the employer shall be entitled to deduct seventeen shillings and tenpence halfpenny (17s. 10½d.) for males and seventeen shillings and fivepence (17s. 5d.) for females per week, and, where lodging is provided, seven shillings and tenpence halfpenny (7s. 10½d.) for males and seven shillings and eight-

pence halfpenny (7s. 8½d.) for females per week. The board and lodging deductions prescribed shall vary proportionately with the rise or fall in the basic wage.

Where a worker notifies the employer on the day immediately preceding his or her day off or half day off, as the case may be, that he or she does not desire a meal or meals to be provided on such day off or half day off, the foregoing deductions for board shall be reduced by a proportionate amount for each such meal.

19.—Accommodation.

An employer requiring a worker to sleep-in shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, any party to this Award may refer the matter to the Board of Reference for decision, as provided in clause 27.

20.—Uniforms.

If the employer requires female employees to wear stiff white cuffs, collars, or white aprons, he shall pay to such employees the sum of one shilling (1s.) per week for the laundering of same; otherwise he shall cause the same to be laundered at his own expense.

If the employer requires white coats to be worn by his male employees, he shall pay them one shilling (1s.) per week extra for the laundering of the same, or cause such white coats to be laundered at his own expense.

The employer may require plain white headbands to be worn by female employees.

21.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer, in cases where the employees do not reside on the premises.

22.—Under-rate Workers.

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

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

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

23.—Record.

(a) The employer shall keep or cause to be kept at his business premises, or at each of them, if more than one, a Time and Wages Book, wherein shall be entered the name, occupation, and, in the case of junior workers, the age on his or her last birthday, the time each worker commences and finishes work each day, and the total hours worked each week, and the wages paid to each worker.

(b) The record shall be entered up from day to day.

(c) The word "book," for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(d) The employer and the worker shall be severally responsible for the proper daily entering of the record, which shall be initialled, if correct, by the worker daily. The hours shown as worked in the Record Book shall be *prima facie* evidence of the correctness thereof in any proceedings for the enforcement of this Award.

(d) The book shall be open to inspection by a duly accredited representative of the union, at the office of the employer, on days other than Saturday and Sunday, between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.).

24.—Higher Duties.

Any worker performing work for more than two (2) hours in any day on work carrying a higher prescribed rate of wages than that in which he is engaged shall receive such higher wage for the time so employed.

25.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for

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

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

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

26.—Junior Worker's Certificate.

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

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

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

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate.

27.—Board of Reference.

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

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

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 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.

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

28.—No victimisation.

No employer shall 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 the Hotel, Club, Caterers, Tearoom, and Restaurant Employees' Industrial Union of Workers, or by reason of the fact that such worker is entitled to all the benefits of this Award.

29.—Bar Work.

Any worker, other than a night porter, who performs the duties of a barman, that is, actually dispensing drinks across the bar, shall be entitled to be paid at the rate of fourpence halfpenny (4½d.) per hour, in addition to his prescribed rate of wage for the time so employed.

I certify, pursuant to section 63 of the Industrial Arbitration Act, 1912-1935, that the foregoing is a copy

of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 10th day of July, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 10th day of July, 1941.

J. H. BOGUE,
Clerk of the Court of Arbitration.
[L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 3 of 1941; File 10,705.)

Between the Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and J. Shea, C. H. Penniment, D. S. Nevile, C. A. Fielding, L. W. Shephard, B. J. Jack, N. Pelatis, Hotel Proprietors, and F. C. Willecocks and E. Beverley, Coffee Palace Proprietors, Respondents.

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

Memorandum of Agreement.

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

1.—Area.

This Award shall have effect over the area comprised within a radius of five (5) miles from the Post Office, Geraldton.

2.—Term.

The term of this Award shall be one (1) year from midnight Sunday the 13th day of July, 1941.

3.—Hours.

(a) Forty-four (44) hours shall constitute a week's work.

(b) A worker who is at liberty to leave the premises of the employer for any time, being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

4.—Spread of Shift.

(a) Daily spread of shift shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.

(b) Weekly spread of shift shall mean the aggregate number of hours contained in the daily spreads for a week.

(c) The weekly spread of shifts shall not exceed seventy-eight (78) hours.

(d) Subject to clause 10 (Overtime), the longest spread of shift in any one day shall not exceed thirteen (13) hours.

5.—Breaks in Shift.

In addition to breaks of at least half an hour, but not more than one hour, each for meals, there may be a break of at least two (2) hours during each shift. Such break of at least two (2) hours may include a meal break.

6.—Night Work.

Except for night porters, any work done after 12 o'clock midnight and before 5 o'clock a.m. shall be paid at treble time rates, in the case of females, and time and a half in the case of male workers.

7.—Wages.

The following shall be the minimum rates of wages payable to workers per week:—

Basic wage—£4 9s. 3d. males; £2 8s. 2d. females.

Classification.	Males.			Females.		
	Basic Wage.	Margin over Male	per Week	Basic Wage.	Margin over Female	per Week
	£	s.	d.	£	s.	d.
(1) Cooks:						
In establishments where three cooks are employed—						
First cook	1	4	4	2	1	11
Second cook	0	8	11	1	6	6
Third cook	0	2	2	1	1	8
Where more than three cooks are employed the minimum shall be	0	2	2	1	1	8
Where two cooks are employed—						
First cook	0	16	7	1	16	1
Second cook	0	3	2	1	2	8
Where only one cook is employed	0	11	10	1	6	6
(2) Cellarman	0	16	7			
(3) Waiter	0	1	2			
(4) Kitchenman, pantryman, sculleryman			Nil			
(5) Night porter	0	2	2			
(6) Hall porter			Nil			
(7) Hotel steward			Nil			
(8) Lift attendant			Nil			
(9) Yardman, handyman, and unspecified male worker			Nil			
(10) Waitress				0	13	3
(11) Other female workers				0	13	3

8.—Definitions.

"Cellarman" shall mean a worker who is exclusively or principally engaged in the breaking down and bottling of spirituous liquors in the cellar of an hotel.

"Waiter" shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

For the purpose of this Award "Coffee Palace" means a residential establishment, not being an hotel licensed to sell fermented or spirituous liquors, nor a boarding-house, where (in addition to permanent or weekly boarders and/or lodgers, or where permanent or weekly boarders and/or lodgers are not necessarily catered for) boarders and/or lodgers are catered for, for pay or reward, for a period of less than one (1) week at a time, or where, in addition to catering for lodgers, whether permanent or otherwise, a dining room is maintained which is open to the public.

Provided that the term "Coffee Palace" shall not include an establishment where not more than eight (8) boarders and/or lodgers, not being members of the proprietor's family, are received for pay or reward and which has no public dining room, but such establishment shall be deemed to be a boarding-house.

9.—Junior Workers.

(a) Male workers—All establishments:—Male workers under the age of twenty-one (21) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation at the following rates:—

	% of Male Basic Wage per Week.
Between 18 and 19 years of age ..	55
Between 19 and 20 years of age ..	75
Between 20 and 21 years of age ..	90

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

(b) Female workers—Coffee Palaces only:—Female workers under the age of nineteen (19) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation, at the following rates, in addition to board and lodging:—

	% of Female Basic Wage per Week.
Under 18 years of age	34
Between 18 and 19 years of age ..	45
At 19 years of age—Full adult rate.	

Provided that, where no adult is employed, one junior female may be employed.

10.—Overtime.

All work done outside the daily spread provided in clause 4 or beyond eight (8) hours in any one day, or beyond forty-four (44) hours in any one week, shall be deemed to be overtime.

Overtime shall be paid for at the rate of one-third, in addition to the ordinary rate herein prescribed: provided that any overtime in excess of seven (7) hours in any one week shall be paid for at the rate of double time.

11.—Weekly Holidays.

All workers (other than night porters) shall be entitled to receive one full day off duty in each week: provided always, that in the case of an employer employing not more than three (3) workers under the provisions of this Award, two half days may be granted by agreement between the employer and the worker in lieu of one full day. If no agreement can be reached as to whether two half days in lieu of one full day off shall be allowed, the matter shall be referred to the Board of Reference for decision.

A yardman, handymen or unspecified male worker entitled under this clause to receive one full day off duty in each week may, by agreement between his employer and the union, be granted two half days off duty in each week in lieu of one full day.

The half day off shall, if taken in the morning, terminate at 2 p.m., and, if taken in the afternoon, shall commence at 2 p.m. A worker shall not be required to work more than four (4) hours on the day on which his half day off occurs.

Night porters:—Night porters shall be entitled to one night off duty in each week: provided that, if work is performed by a night porter in lieu of his night off, he shall be paid one-third in addition to his ordinary wage, for that night. This provision shall not be availed of more than on six (6) nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

All work done on Christmas Day or Good Friday shall be paid for at the rate of double time.

12.—Annual Holidays.

(a) On completion of twelve (12) months' service, each worker shall be entitled to two (2) weeks' holiday on full pay without any deduction for board and/or lodging.

(b) The annual holiday shall be granted within three (3) months of its becoming due.

(c) Provided that any worker who shall have served one month or over, and whose contract of service shall have been terminated by either party for any cause other than misconduct before the annual holiday became due, such worker shall be entitled to receive a proportionate allowance of holiday pay for the time actually served.

(d) A worker dismissed for misconduct shall forfeit all right to holiday pay under this clause.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay in accordance with the provisions of clause 25 hereof, shall not count for the purpose of determining his right to holidays.

13.—Meals.

(a) Where full board is provided, workers shall be provided with three meals per day such as are daily served in ordinary family hotels. Such meals shall include a dinner consisting of at least three courses.

(b) Subject to clause 5, at least one half hour but not more than one hour, shall be allowed for each meal.

14.—Casual Workers.

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three (3) hours.

15.—Climbing Ladders.

No waitress shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, faulights, walls, or windows.

16.—Roster.

(a) A roster of the working hours shall be exhibited in the office of each establishment, and in such other place as it may be conveniently and readily seen by each worker concerned.

(b) Such roster shall denote the hours to be worked by each worker and shall be open for inspection by a duly accredited representative of the union in the office, at such time and place as the record book is so open for inspection.

(c) Such roster shall be drawn up in such a manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

17.—Weekly Wage.

Wages shall be paid, at least, weekly.

Except for casual workers, the contract of service shall be on a weekly basis: provided that one day's notice of termination of service may be given on either side.

18.—Board and Lodging.

For all workers, except in the case of junior females, where board is provided, the employer shall be entitled to deduct seventeen shillings and tenpence half-penny (17s. 10½d.) for males and seventeen shillings and fivepence (17s. 5d.) for females per week, and where lodging is provided, seven shillings and tenpence half-penny (7s. 10½d.) for males and seven shillings and eightpence half-penny (7s. 8½d.) for females per week. The board and lodging deductions prescribed shall vary proportionately with the rise or fall in the basic wage.

Where a worker notifies the employer on the day immediately preceding his or her day off or half day off, as the case may be, that he or she does not desire a meal or meals to be provided on such day off or half day off, the foregoing deductions for board shall be reduced by a proportionate amount for each such meal.

19.—Accommodation.

An employer requiring a worker to sleep in shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, any party to this Award may refer the matter to the Board of Reference for decision, as provided in clause 27.

20.—Uniforms.

If the employer requires female employees to wear stiff white cuffs, collars, or white aprons, he shall pay to such employees the sum of one shilling (1s.) per week for the laundering of same; otherwise he shall cause the same to be laundered at his own expense.

If the employer requires white coats to be worn by his male employees, he shall pay them one shilling (1s.) per week extra for the laundering of the same, or cause such white coats to be laundered at his own expense.

The employer may require plain white headbands to be worn by female employees.

21.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer, in cases where the employees do not reside on the premises.

22.—Under-rate Workers.

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

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

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

23.—Record.

(a) The employer shall keep, or cause to be kept at his business premises, or at each of them, if more than one, a Time and Wages Book, wherein shall be entered the name, occupation, and, in the case of junior workers, the age on his or her last birthday, the time each worker commences and finishes work each day, and the total hours worked each week, and the wages paid to each worker.

(b) The word "book," for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(c) The employer and the worker shall be severally responsible for the proper weekly entering of the record. The hours shown as worked in the Record Book shall be *prima facie* evidence of the correctness thereof in any proceedings for the enforcement of this Award.

(d) The book shall be open to inspection by a duly accredited representative of the union at the office of the employer on days other than Saturday and Sunday, between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.).

24.—Higher Duties.

Any worker performing work for more than two (2) hours in any day on work carrying a higher prescribed rate of wage than that in which he is engaged, shall receive such higher wage for the time so employed.

25.—Payment for Sickness.

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

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

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

26.—Junior Workers' Certificate.

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

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

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

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate.

27.—Board of Reference.

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

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

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 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.

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

28.—No Victimisation.

No employer shall 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 the Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, or by reason of the fact that such worker is entitled to all the benefits of this Award.

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

Dated at Perth this 10th day of July, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 10th day of July, 1941.

[L.S.] J. H. BOGUE,
Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 5 of 1941; File 10,717.)

Between the Hotel, Club, Caterers, Tearoom, and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and E. H. Peel, C. E. Hird, E. E. Chambers, S. G. Clarke, V. M. A. Davey, I. Matson, Hotel Proprietors; M. J. Kerr, M. S. Crossley, and W. G. Corbin, Coffee Palace Proprietors, Respondents.

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

Memorandum of Agreement.

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

1.—Area.

This Award shall have effect over the area comprised within a radius of five (5) miles from the Post Office, Albany.

2.—Term.

The term of this Award shall be one (1) year from midnight Sunday the 13th day of July, 1941.

3.—Hours.

(a) Forty-four (44) hours shall constitute a week's work.

(b) A worker who is at liberty to leave the premises of the employer for any time, being not less than half an hour but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

4.—Spread of Shift.

(a) Daily spread of shift shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.

(b) Weekly spread of shift shall mean the aggregate number of hours contained in the daily spreads for a week.

(c) The weekly spread of shifts shall not exceed seventy-eight (78) hours.

(d) Subject to clause 10 (Overtime), the longest spread of shift in any one day shall not exceed thirteen (13) hours.

5.—Breaks in Shift.

In addition to breaks of at least half an hour, but not more than one hour, each for meals, there may be a break of at least two (2) hours during each shift. Such break of at least two (2) hours may include a meal break.

6.—Night Work.

Except for night porters, any work done after 12 o'clock midnight and before 5 o'clock a.m. shall be paid at treble time rates in the case of females and time and a half in the case of male workers.

7.—Wages.

The following shall be the minimum rates of wages payable to workers per week:—

Basic wage—£4 9s. 3d. males; £2 8s. 2d. females.

Classification.	Males.			Females.		
	Margin per Week over Male Basic Wage.			Margin per Week over Female Basic Wage.		
	£	s.	d.	£	s.	d.
(1) Cooks:						
In establishments where three cooks are employed—						
First cook	1	4	4	2	1	11
Second cook	0	8	11	1	6	6
Third cook	0	2	2	1	1	8
Where more than three cooks are employed the minimum shall be	0	2	2	1	1	8
Where two cooks are employed—						
First cook	0	16	7	1	16	1
Second cook	0	3	2	1	2	8
Where only one cook is employed	0	11	10	1	6	6
(2) Cellarman	0	16	7			
(3) Waiter	0	1	2			
(4) Kitchenman, pantryman, sculleryman	Nil					
(5) Night porter	0	2	2			
(6) Hall porter	Nil					
(7) Hotel steward	Nil					
(8) Lift attendant	Nil					
(9) Yardman, handyman and unspecified male worker	Nil					
(10) Waitress				0	13	3
(11) Other female workers				0	13	3

8.—Definitions.

“Cellarman” shall mean a worker who is exclusively or principally engaged in the breaking down and bottling of spirituous liquors in the cellar of an hotel.

“Waiter” shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

For the purpose of this Award, “Coffee Palace” means a residential establishment, not being an hotel licensed to sell fermented or spirituous liquors nor a boarding-house, where (in addition to permanent or weekly boarders and/or lodgers, or where permanent or weekly boarders and/or lodgers are not necessarily catered for) boarders and/or lodgers are catered for, for pay or reward, for a period of less than one (1) week at a time, or where, in addition to catering for lodgers, whether permanent or otherwise, a dining room is maintained which is open to the public.

Provided that the term “Coffee Palace” shall not include an establishment where not more than eight (8) boarders and/or lodgers, not being members of the proprietor’s family, are received for pay or reward and which has no public dining room, but such establishment shall be deemed to be a boarding-house.

9.—Junior Workers.

(a) Male workers—All establishments:—Male workers under the age of twenty-one (21) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation at the following rates:—

	% of Male Basic Wage per Week.
Between 18 and 19 years of age ..	55
Between 19 and 20 years of age ..	75
Between 20 and 21 years of age ..	90

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

(b) Female Workers—Coffee Palaces only:—Female workers under the age of nineteen (19) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed

in the same occupation, at the following rates, in addition to board and lodging:—

	% of Female Basic Wage per Week.
Under 18 years of age	34
Between 18 and 19 years of age ..	45
At 19 years of age—Full adult rate.	

Provided that, where no adult is employed, one junior female may be employed.

10.—Overtime.

All work done outside the daily spread provided in clause 4 or beyond eight (8) hours in any one day, or beyond forty-four (44) hours in any one week, shall be deemed to be overtime.

Overtime shall be paid for at the rate of one-third in addition to the ordinary rate herein prescribed: provided that any overtime in excess of seven (7) hours in any one week shall be paid for at the rate of double time.

11.—Weekly Holidays.

All workers (other than night porters) shall be entitled to receive one full day off duty in each week: provided always, that in the case of an employer employing not more than three (3) workers under the provisions of this Award, two half days may be granted by agreement between the employer and the worker in lieu of one full day. If no agreement can be reached as to whether two half days in lieu of one full day off shall be allowed, the matter shall be referred to the Board of Reference for decision.

A yardman, handyman or unspecified male worker entitled under this clause to receive one full day off duty in each week may, by agreement between his employer and the union, be granted two half days off duty in each week in lieu of one full day.

The half day off shall, if taken in the morning, terminate at 2 p.m., and, if taken in the afternoon, shall commence at 2 p.m. A worker shall not be required to work more than four (4) hours on the day on which his half day off occurs.

Night porters:—Night porters shall be entitled to one night off duty in each week: provided that, if work is performed by a night porter in lieu of his night off, he shall be paid one-third in addition to his ordinary wage for that night. This provision shall not be availed of more than on six (6) nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

All work done on Christmas Day or Good Friday shall be paid for at the rate of double time.

12.—Annual Holidays.

(a) On completion of twelve (12) months’ service each worker shall be entitled to two (2) weeks’ holiday on full pay, without any deduction for board and/or lodging.

(b) The annual holiday shall be granted within three (3) months of its becoming due.

(c) Provided that any worker who shall have served one month or over, and whose contract of service shall have been terminated by either party for any cause other than misconduct before the annual holiday became due, such worker shall be entitled to receive a proportionate allowance of holiday pay for the time actually served.

(d) A worker dismissed for misconduct shall forfeit all right to holiday pay under this clause.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay in accordance with the provisions of clause 25 hereof, shall not count for the purpose of determining his right to holidays.

13.—Meals.

(a) Where full board is provided, workers shall be provided with three meals per day, such as are daily served in ordinary family hotels. Such meals shall include a dinner consisting of at least three courses.

(b) Subject to clause 5 at least one half hour, but not more than one hour, shall be allowed for each meal.

14.—Casual Workers.

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three (3) hours.

15.—Climbing Ladders.

No waitress shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, fan-lights, walls or windows.

16.—Roster.

(a) A roster of the working hours shall be exhibited in the office of each establishment, and in such other place as it may be conveniently and readily seen by each worker concerned.

(b) Such roster shall denote the hours to be worked by each worker and shall be open for inspection by a duly accredited representative of the union in the office, at such time and place as the Record Book is so open for inspection.

(c) Such roster shall be drawn up in such a manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

17.—Weekly Wage.

Wages shall be paid, at least, weekly.

Except for casual workers, the contract of service shall be on a weekly basis: Provided that one day's notice of termination of service may be given on either side.

18.—Board and Lodging.

For all workers, except in the case of junior females, where board is provided, the employer shall be entitled to deduct seventeen shillings and tenpence half-penny (17s. 10½d.) for males and seventeen shillings and fivepence (17s. 5d.) for females per week; and, where lodging is provided, seven shillings and tenpence half-penny (7s. 10½d.) for males and seven shillings and eightpence half-penny (7s. 8½d.) for females per week. The board and lodging deductions prescribed shall vary proportionately with the rise or fall in the basic wage.

Where a worker notifies the employer on the day immediately preceding his or her day off, or half day off, as the case may be, that he or she does not desire a meal or meals to be provided on such day off or half day off, the foregoing deductions for board shall be reduced by a proportionate amount for each such meal.

19.—Accommodation.

An employer requiring a worker to sleep in shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, any party to this Award may refer the matter to the Board of Reference for decision, as provided in clause 27.

20.—Uniforms.

If the employer requires female employees to wear stiff white cuffs, collars, or white aprons, he shall pay to such employees the sum of one shilling (1s.) per week for the laundering of same; otherwise he shall cause the same to be laundered at his own expense.

If the employer requires white coats to be worn by his male employees, he shall pay them one shilling (1s.) per week extra for the laundering of the same, or cause such white coats to be laundered at his own expense.

The employer may require plain white headbands to be worn by female employees.

21.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer, in cases where the employees do not reside on the premises.

22.—Under-Rate Workers.

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

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

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

23.—Record.

(a) The employer shall keep, or cause to be kept at his business premises, or at each of them, if more than one, a Time and Wages Book, wherein shall be entered the name, occupation and, in the case of junior workers, the age on his or her last birthday, the time each worker commences and finishes work each day, and the total hours worked each week, and the wages paid to each worker.

(b) The record shall be entered up from day to day.

(c) The word "book," for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(d) The employer and the worker shall be severally responsible for the proper daily entering of the record, which shall be initialled, if correct, by the worker daily. The hours shown as worked in the Record Book shall be *prima facie* evidence of the correctness thereof in any proceedings for the enforcement of this Award.

(e) The book shall be open to inspection by a duly accredited representative of the union, at the office of the employer, on days other than Saturday and Sunday, between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.).

24.—Higher Duties.

Any worker performing work for more than two (2) hours in any day on work carrying a higher prescribed rate of wage than that in which he is engaged shall receive such higher wage for the time so employed.

25.—Payment for Sickness.

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

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

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

26.—Junior Worker's Certificate.

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

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

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

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate.

27.—Board of Reference.

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

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

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

28.—No Victimisation.

No employer shall 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 the Hotel, Club Caterers, Tearoom, and Restaurant Employees' Industrial Union of Workers, or by reason of the fact that such worker is entitled to all the benefits of this Award.

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

Dated at Perth this 10th day of July, 1941.

[L.S.] (Sgd.) WALTER DWYER,
President.

Filed at my Office this 10th day of July, 1941.

J. H. BOGUE,
Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 6 of 1941; File 10,718.)

Between The Hotel, Club, Caterers, Tearoom, and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and G. Barnard, V. R. Harris, R. R. Lewin, R. T. Elliott, K. H. Angel, Hotel Proprietors, and C. E. Moore and V. Mack, Coffee Palace Proprietors, Respondents.

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

Memorandum of Agreement.

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

1.—Area.

This Award shall have effect over the area comprised within a radius of five (5) miles from the Post Office, Busselton.

2.—Term.

The term of this Award shall be one (1) year from midnight Sunday the 13th day of July, 1941.

3.—Hours.

(a) Forty-four (44) hours shall constitute a week's work.

(b) A worker who is at liberty to leave the premises of the employer for any time, being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

4.—Spread of Shift.

(a) Daily spread of shift shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.

(b) Weekly spread of shift shall mean the aggregate number of hours contained in the daily spreads for a week.

(c) The weekly spread of shifts shall not exceed seventy-eight (78) hours.

(d) Subject to clause 10 (Overtime), the longest spread of shift in any one day shall not exceed thirteen (13) hours.

5.—Breaks in Shift.

In addition to breaks of at least half an hour, but not more than one hour, each for meals, there may be a break of at least two (2) hours during each shift. Such break of at least two (2) hours may include a meal break.

6.—Night Work.

Except for night porters, any work done after 12 o'clock midnight and before 5 o'clock a.m. shall be paid at treble time rates in the case of females and time and a half in the case of male workers.

7.—Wages.

The following shall be the minimum rates of wages payable to workers per week:—

Basic wage—£4 9s. 3d. males; £2 8s. 2d. females.

Classification.	Males.		Females.	
	Margin per Week over Male Basic Wage.	£ s. d.	Margin per Week over Female Basic Wage.	£ s. d.
(1) Cooks:—				
In establishments where three cooks are employed—				
First cook	1 4 4	2 1 11		
Second cook	0 8 11	1 6 6		
Third cook	0 2 2	1 1 8		
Where more than three cooks are employed the minimum shall be	0 2 2	1 1 8		
Where two cooks are employed—				
First cook	0 16 7	1 16 1		
Second cook	0 3 2	1 2 8		
Where only one cook is employed	0 11 10	1 6 6		
(2) Cellarman	0 16 7	..		
(3) Waiter	0 1 2	..		
(4) Kitchenman, pantryman, sculleryman	Nil	..		
(5) Night porter	0 2 2	..		
(6) Hall porter	Nil	..		
(7) Hotel steward	Nil	..		
(8) Lift attendant	Nil	..		
(9) Yardman, handyman, and unspecified male worker	Nil	..		
(10) Waitress .. ..	..	0 13 3		
(11) Other female workers .. ..	..	0 13 3		

8.—Definitions.

"Cellarman" shall mean a worker who is exclusively or principally engaged in the breaking down and bottling of spirituous liquors in the cellar of an hotel.

"Waiter" shall mean a worker who serves at table and attends to all the requirements of guests while having meals.

For the purpose of this Award, "Coffee Palace" means a residential establishment, not being an hotel licensed to sell fermented or spirituous liquors, nor a boarding-house, where (in addition to permanent or weekly boarders and/or lodgers, or where permanent or weekly boarders and/or lodgers are not necessarily catered for) boarders and/or lodgers are catered for, for pay or reward, for a period of less than one (1) week at a time, or where, in addition to catering for lodgers, whether permanent or otherwise, a dining room is maintained which is open to the public.

Provided that the term "Coffee Palace" shall not include an establishment where not more than eight (8) boarders and/or lodgers, not being members of the proprietor's family, are received for pay or reward and which has no public dining room but such establishment shall be deemed to be a boarding-house.

9.—Junior Workers.

(a) Male workers—All establishments:—Male workers under the age of twenty-one (21) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation at the following rates:—

	% of Male Basic Wage per Week.
Between 18 and 19 years of age ..	55
Between 19 and 20 years of age ..	75
Between 20 and 21 years of age ..	90

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

(b) Female workers—Coffee Palaces only:—Female workers under the age of nineteen (19) years may be employed as junior workers in any of the occupations covered by this Award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation, at the following rates, in addition to board and lodging:—

	% of Female Basic Wage per Week.
Under 18 years of age	34
Between 18 and 19 years of age	45
At 19 years of age—Full adult rate.	

Provided that, where no adult is employed, one junior female may be employed.

10.—Overtime.

All work done outside the daily spread provided in clause 4 or beyond eight (8) hours in any one day, or beyond forty-four (44) hours in any one week, shall be deemed to be overtime.

Overtime shall be paid for at the rate of one-third in addition to the ordinary rate herein prescribed: provided that any overtime in excess of seven (7) hours in any one week shall be paid for at the rate of double time.

11.—Weekly Holidays.

All workers (other than night porters) shall be entitled to receive one full day off duty in each week: provided always, that in the case of an employer employing not more than three (3) workers under the provisions of this Award two half days may be granted by agreement between the employer and the worker in lieu of one full day. If no agreement can be reached as to whether two half days in lieu of one full day off shall be allowed, the matter shall be referred to the Board of Reference for decision.

A yardman, handyman or unspecified male worker entitled under this clause to receive one full day off duty in each week may, by agreement between his employer and the union, be granted two half days off duty in each week in lieu of one full day.

The half day off shall, if taken in the morning terminate at 2 p.m., and, if taken in the afternoon, shall commence at 2 p.m. A worker shall not be required to work more than four (4) hours on the day on which his half day off occurs.

Night porters:—Night porters shall be entitled to one night off duty in each week: provided that, if work is performed by a night porter in lieu of his night off, he shall be paid one-third in addition to his ordinary wage, for that night. This provision shall not be availed of more than on six nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

All work done on Christmas Day or Good Friday shall be paid for at the rate of double time.

12.—Annual Holidays.

(a) On completion of twelve (12) months' service, each worker shall be entitled to two (2) weeks' holiday on full pay without any deduction for board and/or lodging.

(b) The annual holiday shall be granted within three (3) months of its becoming due.

(c) Provided that any worker who shall have served one month or over, and whose contract of service shall have been terminated by either party for any cause other than misconduct before the annual holiday became due, such worker shall be entitled to receive a proportionate allowance of holiday pay for the time actually served.

(d) A worker dismissed for misconduct shall forfeit all right to holiday pay under this clause.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay in accordance with the provisions of clause 25 hereof, shall not count for the purpose of determining his right to holidays.

13.—Meals.

(a) Where full board is provided, workers shall be provided with three meals per day, such as are daily served in ordinary family hotels. Such meals shall include a dinner consisting of at least three courses.

(b) Subject to clause 5, at least one half hour, but not more than one hour, shall be allowed for each meal.

14.—Casual Workers.

(a) A casual worker shall mean a worker engaged on an hourly contract of service.

(b) Casual workers shall be paid at the rate of time and a half.

(c) Casual workers shall not be engaged for less than three (3) hours.

15.—Climbing Ladders.

No waitress shall be permitted or compelled to climb ladders for the purpose of cleaning electric fans, fan-lights, walls, or windows.

16.—Roster.

(a) A roster of the working hours shall be exhibited in the office of each establishment, and in such other place as it may be conveniently and readily seen by each worker concerned.

(b) Such roster shall denote the hours to be worked by each worker and shall be open for inspection by a duly accredited representative of the union in the office, at such time and place as the Record Book is so open for inspection.

(c) Such roster shall be drawn up in such a manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

17.—Weekly Wage.

Wages shall be paid, at least, weekly.

Except for casual workers, the contract of service shall be on a weekly basis: provided that one day's notice of termination of service may be given on either side.

18.—Board and Lodging.

For all workers, except in the case of junior females, where board is provided, the employer shall be entitled to deduct seventeen shillings and tenpence half-penny (17s. 10½d.) for males and seventeen shillings and fivepence (17s. 5d.) for females per week; and where lodging is provided, seven shillings and tenpence half-penny (7s. 10½d.) for males and seven shillings and eightpence half-penny (7s. 8½d.) for females per week. The board and lodging deductions prescribed shall vary proportionately with the rise or fall in the basic wage.

Where the worker notifies the employer on the day immediately preceding his or her day off or half day off, as the case may be, that he or she does not desire a meal or meals to be provided on such day off or half day off, the foregoing deductions for board shall be reduced by a proportionate amount for each such meal.

19.—Accommodation.

An employer requiring a worker to sleep in shall provide suitable accommodation. If the worker shall consider the accommodation unsuitable, any party to this Award may refer the matter to the Board of Reference for decision, as provided in clause 27.

20.—Uniforms.

If the employer requires female employees to wear stiff white cuffs, collars, or white aprons, he shall pay to such employees the sum of one shilling (1s.) per week for the laundering of same; otherwise he shall cause the same to be laundered at his own expense.

If the employer requires white coats to be worn by his male employees, he shall pay them one shilling (1s.) per week extra for the laundering of the same, or cause such white coats to be laundered at his own expense.

The employer may require plain white headbands to be worn by female employees.

21.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer, in cases where the employees do not reside on the premises.

22.—Under-Rate Workers.

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

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

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

23.—Record.

(a) The employer shall keep, or cause to be kept at his business premises, or at each of them, if more than one, a Time and Wages Book, wherein shall be entered the name, occupation, and, in the case of junior workers, the age on his or her last birthday, the time each worker commences and finishes work each day, and the total hours worked each week, and the wages paid to each worker.

(b) The record shall be entered up from day to day.

(c) The word "book," for the purpose of this clause, shall include loose leaves, if bound together and numbered consecutively.

(d) The employer and the worker shall be severally responsible for the proper daily entering of the record, which shall be initialled, if correct, by the worker daily. The hours shown as worked in the Record Book shall be *prima facie* evidence of the correctness thereof in any proceedings for the enforcement of this Award.

(e) The book shall be open to inspection by a duly accredited representative of the union, at the office of the employer, on days other than Saturday and Sunday, between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.).

24.—Higher Duties.

Any worker performing work for more than two (2) hours in any day on work carrying a higher prescribed rate of wage than that in which he is engaged, shall receive such higher wage for the time so employed.

25.—Payment for Sickness.

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

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

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

26.—Junior Worker's Certificate.

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

(1) Name in full.

(2) Age and date of birth.

(3) Name of each previous employer.

(4) Class of work performed for each previous employer.

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

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate.

27.—Board of Reference.

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

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

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 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.

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

28.—No Victimisation.

No employer shall 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 the Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, or by reason of the fact that such worker is entitled to all the benefits of this Award.

29.—Bar Work.

Any worker, other than a night porter, who performs the duties of a barman, that is, actually dispensing drinks across the bar, shall be entitled to be paid at the rate of fourpence halfpenny ($4\frac{1}{2}$ d.) per hour, in addition to his prescribed rate of wage for the time so employed.

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

Dated at Perth this 10th day of July, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 10th day of July, 1941.

J. H. BOGUE,
Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 13 of 1941; File 10,864.)

Between The Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth, Applicant, and Parrants, Ltd., and others, Respondents.

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

Memorandum of Agreement.

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

1.—Scope.

This Award shall apply to employers and workers engaged in the Dyeing and Cleaning Industry which, without limiting its meaning, shall include amongst other items the following work:—(a) Dyeing, (b) Cleaning, (c) Repairing, (d) Pressing.

2.—Hours.

Forty-four (44) hours shall constitute a week's work and shall be worked within the following hours:—On five days of the week, from 8 a.m. to 6 p.m., and on Saturday (or such other day on which the half-holiday is usually observed), between 8 a.m. and 1 p.m.

Provided that, if the majority of the workers in a factory or workshop desire to start at 7.30 a.m., the work may begin at 7.30 a.m.

3.—Mid-day Meal.

Not less than three-quarters of an hour shall be allowed for the mid-day meal.

4.—Overtime.

(a) Time worked beyond the usual hours shall be paid for at the rate of time and a half. Each day shall stand by itself, with a minimum of one shilling (1s.) for each day on which overtime is worked in excess of thirty (30) minutes.

(b) If a worker is required to work overtime for more than one hour after the ordinary finishing time on any day from Monday to Saturday, inclusive, he or she shall be paid one shilling and sixpence (1s. 6d.) for any meal required: provided that this payment shall not be made if the worker is notified on the previous day that he or she shall be required to work overtime.

5.—Holidays.

(a) The following days or the days observed in lieu shall be observed as holidays and paid for, namely—New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, King's Birthday, Christmas Day, Boxing Day, and one other day to be allowed between the twenty-seventh day of December and the third day of January next following (both dates inclusive). When any of the abovenamed holidays falls on a Sunday some other day shall be granted in lieu thereof.

(b) Any worker who is employed on a Sunday or any holiday provided for herein shall be paid at the rate of ordinary time, in addition to his weekly rate.

(c) In the event of a worker being in the employment of an employer when any of the abovenamed holidays occur, 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's employment is terminated before the completion of any year of service, he shall be paid proportionate holiday pay for each completed month of service in lieu of the holidays to which he is entitled under this clause and which he has not received.

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the provisions of clause 13 (Payment for Sickness) shall not count for the purpose of determining his right to holidays.

(f) Where a worker is dismissed for misconduct or dereliction of duty, or if he illegally severs his contract of service, he shall lose all rights under this clause.

6.—Suspension of Work.

(a) One day's notice shall be given of suspension of work, or that any worker will not be wanted to attend at the factory or workshop, and the employer shall be liable only for payment of wages up to the time of the expiration of such notice. If at any time work is suspended, or the worker is told that he or she will not be wanted to attend at the factory or workshop without such one day's notice having been given, a worker shall nevertheless be entitled to one day's pay, or to payment for such less time as work may be suspended, or the worker is not wanted to attend at the factory or workshop, respectively, unless the suspension of work arises from some cause beyond the employer's control, in which case, and subject to the provisions of clause 18 hereof, the employer shall not be liable to pay any worker for the time during which work is so suspended. Workers shall give notice to their employer when they desire to be absent from work, except in case of sickness or emergency beyond their control. Notice

given on one day that work will not be performed on the following day shall be deemed a day's notice for the purpose of this clause.

(b) If it is desired to work a week of shorter hours in slack times, instead of standing workers off, the employer may make an arrangement to work his workers for shortened hours, but such arrangement shall only be made—

- (i) where, on a vote of the workers being taken, a majority of the whole of the workers vote in favour of such arrangement; or
- (ii) where such an arrangement is agreed to by the union; or
- (iii) where such arrangement is approved by the Board of Reference.

Where such an arrangement is made the workers shall be informed on the day ending each week of the shortened hours to be worked in the following week.

Where an arrangement is made in compliance with this provision, the employer shall pay each worker for the actual hours worked, on each day on the basis of his or her weekly wage.

7.—Wages.

(a) Basic wage—		Per Week.
Males	.. .. .	4 8 0
Females	.. .. .	2 7 6
		Margin
		per Week.
(b) Adult males—		£ s. d.
Pressers	.. .. .	0 15 0
Cleaners and repairers	.. .. .	0 11 0
Unclassified workers	.. .. .	Nil.
(c) Adult females—		
Pressers, steamers, cleaners, or repairers	.. .. .	0 14 6
Unclassified workers	.. .. .	Nil.
		% of Male
		Basic Wage.
(d) Junior males—		
1st year's experience	.. .. .	20
2nd year's experience	.. .. .	25
3rd year's experience	.. .. .	35
4th year's experience	.. .. .	45
5th year's experience	.. .. .	55
6th year's experience	.. .. .	65
7th year's experience	.. .. .	85
		% of Female
		Basic Wage.
(e) Junior females—		
1st year's experience	.. .. .	30
2nd year's experience	.. .. .	45
3rd year's experience	.. .. .	55
4th year's experience	.. .. .	65
5th year's experience	.. .. .	80
6th year's experience	.. .. .	95

8.—Visiting Workshops.

The union secretary, or a duly accredited representative of the union, shall be allowed to interview workers in the workshop or factory during lunch-time and to post notices relating to union matters.

9.—Payment of Wages.

The week shall terminate on a day other than Monday or Saturday, and all employees shall be paid all moneys due to them in full during the ordinary working hours not later than the working day following the termination of the week.

10.—Termination of Employment.

In order to terminate employment, two days' notice shall be given on any day, with payment to date of termination, or in lieu thereof, two days' pay shall be paid or deducted: provided that an employer may at any time dismiss a worker for misconduct or dereliction of duty or if, after receiving notice, the worker does not carry out his or her duties in the same manner as prior to such notice.

11.—Placing of Award.

A copy of this Award shall be posted in a prominent place in the workshop or factory.

12.—Time and Wages Record.

The employer shall keep or cause to be kept a Time and Wages Record wherein shall be entered:—

- (a) the name of each worker;
- (b) the nature of his employment;
- (c) the time he commences and finishes work each day;
- (d) the total hours worked each day;
- (e) the wages received therefor;
- (f) the age of each junior worker.

The employer shall be responsible for the proper entering of the record each week, which shall be signed weekly, only if correct, by each worker.

Such record shall be open for inspection by a duly accredited representative of the union during ordinary working hours.

13.—Payment for Sickness.

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

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

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

14.—Junior Workers.

(a) "Junior worker" means a person over the age of fourteen (14) years, in the case of males, and fifteen (15) years, in the case of females, but under twenty-one (21) years in both cases.

(b) Junior workers may be employed in any workshop or factory in the proportion of one junior male worker to each adult or fully paid male worker, and three junior female workers to each adult or fully paid female worker employed in the workshop or factory. Where no adult or fully paid worker is employed, one junior worker may be employed.

15.—Workers Absenting Themselves.

No worker shall without just cause be absent from his or her place of employment during the prescribed hours whilst there is work ready to be done by such worker, and where the wages are fixed at per week, the worker to be entitled to the sums so fixed must be available, ready and willing to do the work on the days and during the hours fixed in this Award.

16.—Under-Rate Workers.

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

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

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

17.—Junior Worker's Certificate.

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

- (1) Name in full;
- (2) Age and date of birth;
- (3) Name of each previous employer; and
- (4) Length of service with each previous employer.

This certificate shall be signed by the worker.

No worker shall have any claim upon an employer for additional pay, in the event of the age or experience of the worker being wrongly stated on the certificate. If any worker shall wilfully misstate his age or experience in the above certificate, he alone shall be guilty of a breach of this Award.

Any such certificate shall be open for inspection by the union representative during ordinary working hours.

18.—Breakdowns, Etc.

The employer shall be allowed 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 any other union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

19.—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 regulations under the Industrial Arbitration Act, 1912-1935, shall be deemed to apply to any Board of Reference appointed hereunder.

20.—Term.

The term of this Award shall be for three (3) years from the date hereof.

21.—Area.

This Award shall apply over the area comprised within a radius of fourteen (14) miles from the General Post Office, Perth.

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

Dated at Perth this 14th day of July, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 14th day of July, 1941.

J. H. BOGUE,
[L.S.] Clerk of the Court of Arbitration.

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,
1893-1938.

NOTICE is hereby given that, under the provisions of section 67 of the abovenamed Act, the name of Australian Directories, Limited, duly incorporated on the 20th day of June, 1933, has been changed to Universal Business Directories (W.A.), Limited.

Dated this 29th day of July, 1941.

[L.S.] G. J. BOYLSON,
Registrar of Companies.

Western Australia.

THE COMPANIES ACT, 1893.

O. H. Evers & Co., Limited.

NOTICE is hereby given that the Power of Attorney given by the abovenamed Company to William Rutland Brooker, of rear of 201 Murray street, Perth, Business Manager, has been revoked; that Charles Henry King, Kenneth Sinclair James McGibbon, and Geoffrey Bushby Osborne Wilkinson, all of Shell House, St. George's terrace, Perth, are now the Attorneys of the Company, the office of which is now situate at the offices of Messieurs S. J. McGibbon and Co., Fifth Floor, Shell House, St. George's terrace, Perth.

Dated the 4th day of August, 1941.

PARKER & PARKER,
Solicitors for the abovenamed Company,
21 Howard street, Perth.

IN THE MATTER OF THE COMPANIES ACT,
1893-1938.

NOTICE is hereby given that, under the provisions of section 67 of the abovenamed Act, the name of Packer and Company, Limited, duly incorporated on the 18th day of October, 1934, has been changed to Australian Shive Company, Limited.

Dated this 5th day of August, 1941.

[L.S.] G. J. BOYLSON,
Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT,
1893-1938.

In the matter of London Arcade, Limited (in liquidation)—General Meeting of Shareholders.

PURSUANT to section 158 of the Companies Act, 1893-1938, notice is hereby given that a general meeting of Shareholders of London Arcade, Limited (in liquidation), will be held at 321 Murray street, Perth, on Monday, 8th September, 1941, at 10 a.m., for the purpose of having an account laid before them of the manner in which the winding-up has been conducted and the property disposed of, and to hear any explanation that may be given by the Liquidator, and also of determining as to how the books and documents of the Company shall be disposed of.

Dated at Perth this 6th day of August, 1941.

W. W. RAE,
Liquidator.

IN THE MATTER OF THE COMPANIES ACT,
1893-1938.

In the matter of Ascot Estates, Limited (in liquidation)—General Meeting of Shareholders.

PURSUANT to section 158 of the Companies Act, 1893-1938, notice is hereby given that a general meeting of Shareholders of Ascot Estates, Limited (in liquidation), will be held at 321 Murray street, Perth, on Monday, 8th September, 1941, at 11 a.m., for the purpose of having an account laid before them of the manner in which the winding-up has been conducted and the property disposed of, and to hear any explanation that may be given by the Liquidator, and also of determining as to how the books and documents of the Company shall be disposed of.

Dated at Perth this 6th day of August, 1941.

W. W. RAE,
Liquidator.

REGISTERED OFFICE—NOTICE OF CHANGE OF
ADDRESS.

NOTICE is hereby given that the Registered Office of R. G. Lynn, Limited, will be situated as from 9th August, 1941, at 19 Phillimore street, Fremantle, and will be open to the public on Mondays to Fridays from 9 a.m. to 5 p.m. and on Saturdays from 9 a.m. to 12 noon.

Dated at Perth this 1st day of August, 1941.

for R. G. Lynn, Limited,

T. WILSON LYNN,
Secretary.

WEST AUSTRALIAN HAY AND CHAFF MARKET-
ING POOL, LIMITED (in voluntary liquidation).

NOTICE is hereby given that the final general meeting of the Shareholders of The West Australian Hay and Chaff Marketing Pool, Limited (in voluntary liquidation), will be held in the Registered Office of the Company, 609-611 Wellington street, Perth, on Saturday, the 6th day of September, 1941, at 11.30 o'clock in the morning.

Business:—To receive the final report and accounts of the Liquidator.

Dated at Perth, W.A., this 2nd day of August, 1941.

E. A. WRIGHT,
Voluntary Liquidator.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership heretofore existing between Vernon Claude Dann and Philip Sydney West, under the style of "Tammin Garage," at Douman street, Tammin, in the trade or business of Engineers and Garage Proprietors, was dissolved by mutual consent on the 30th June, 1941, and in future the business will be carried on by the said Philip Sydney West solely, under the firm-name of "Tammin Garage."

Witness—L. Till.
Witness—L. Till.

V. C. DANN.
P. S. WEST.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Ruddock, formerly of Laverton, in the State of Western Australia, but late of Edward Millen Home, Albany road, Victoria Park, in the said State, Miner, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executor, care of Messrs. Joseph, Muir, & Williams, Victoria House, St. George's terrace, Perth, on or before the 8th day of September, 1941, after which date the Executor will distribute the Estate amongst the persons entitled thereto, and will not be liable in respect of any claims or demands of which he shall not then have had notice.

Dated the 30th day of July, 1941.

JOSEPH, MUIR, & WILLIAMS,
Victoria House, 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 William Edward Collins, formerly of No. 27 Pennant street, North Perth, and of No. 29 Haynes street, North Perth, in the State of Western Australia, Civil Servant, but late of Forrest street, Mandurah, in the said State, Retired Civil Servant, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executor, care of Messrs. Joseph, Muir, & Williams, Victoria House, St. George's terrace, Perth, on or before the 8th day of September, 1941, after which date the Executor will distribute the Estate amongst the persons entitled thereto, and will not be liable in respect of any claims or demands of which he shall not then have had notice.

Dated the 30th day of July, 1941.

JOSEPH, MUIR, & WILLIAMS,
Victoria House, St. George's terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of John Fleming, formerly of Trayning, in the State of Western Australia, Farmer, but late of No. 129 Guildford road, Bayswater, in the said State, Retired Plumber, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Administrator, care of Messrs. Joseph, Muir, & Williams, Solicitors, Victoria House, St. George's terrace, Perth, on or before the 8th day of September, 1941, after which date the Administrator will distribute the Estate amongst the persons entitled thereto, and will not be liable in respect of any claims or demands of which he shall not then have had notice.

Dated the 31st day of July, 1941.

JOSEPH, MUIR, & WILLIAMS,
Victoria House, St. George's terrace, Perth,
Solicitors for the Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Thomas Carrick, formerly of 65 James street, Guildford, and late of Helena street, Guildford, in the State of Western Australia, Retired Carpenter and Builder, deceased.

NOTICE is hereby given that all persons having any claims or demands against the Estate of the abovenamed deceased are requested to present particulars of the same in writing to the Executor, whose address is c/o Boulton, Godfrey, & Virtue, Solicitors, 66 St. George's terrace, Perth, in the said State, on or before the 8th day of September, 1941, after the expiration of which time the Executor will distribute the assets of the said deceased without reference to any claims or demands of which he shall not then have had notice.

Dated the 31st day of July, 1941.

BOULTBEE, GODFREY, & VIRTUE,
of 66 St. George's terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Cyril Cliffe Allen Hays, late of 97 Hanbury street, Kalgoorlie, in the State of Western Australia, Diamond Driller, deceased (intestate).

NOTICE is hereby given that all persons having any claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Administratrix, care of Messrs. E. M. Heenan & Co., of Palace Chambers, Maritana street,

Kalgoorlie, in the State of Western Australia, Solicitors, on or before the 8th day of September, 1941, at the conclusion of which time the said Administratrix will distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which the Administratrix shall then have had notice.

Dated the 31st day of July, 1941.

E. M. HEENAN & CO.,
Palace Chambers, Maritana street, Kalgoorlie,
Solicitors for the Administratrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Anthony South, late of 114 Fourth avenue, Mount Lawley, in the State of Western Australia, Retired, 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 Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 8th day of September, 1941; and, further, that at the expiration of the lastmentioned date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 1st day of August, 1941.

CHARLES GREIF,
St. George's terrace, Perth,
Solicitor for the Estate.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Annie Marsden, formerly of Mahogany Creek, but late of Scarborough, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed Annie Marsden, 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 8th day of September, 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 August, 1941.

VILLENEUVE SMITH & KEALL,
of 23 Barrack Street, Perth,
Solicitors for the Executor.

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 8th day of September, 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 7th day of August, 1941.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Zuberko, Ante (also known as Tony Zuberko)	13-9-40	29-7-41	Norseman	Woodcutter
Burgess, Edward Henry (also known as Harry Burgess)	23-4-41	„	Wialki	Railway employee
Bylund, Ernest Robert	15-4-41	„	formerly of Elleker <i>via</i> Albany, but late of 630 Beaufort street, Mt. Lawley	Motor-driver
Snook, George	16-6-41	„	Bidgemia Station, Gascoyne Junction	Station hand
Younger, Edward	10-6-41	„	170 Campbell street, Kalgoorlie	Miner
Wallis, Charles Harding	7-4-41	4-8-41	Leederville	No occupation
Singh, Goodjar (also known as Goodja Singh)	18-5-41	„	formerly of Dongarra and Tenindewa but late of Gray street, Mullewa	Hawker

ESTATES placed under the charge of the Curator of Intestate Estates for Management during the Month of July, 1941 :—

No.	Name of Deceased.	Residence.	Date of Order.	Date of Death.
273/40	Logg, Joseph Hardacre	formerly of 12 Money street and 31 James street, Perth, but late of Wooroloo	2-7-41	30-7-40
431/40	McPherson, John Angus	Northam	"	25-8-40
124/41	Walker, Thomas	Boyup Brook	"	12-2-41
140/41	Williams, Annie	formerly of 86 Lawley crescent, Mt. Lawley, but late of Fremantle	"	19-3-41
155/41	Botachi, Benvenuto	Marvel Loch	"	14-6-40
165/41	Maher, James	formerly of 36 Lindsay street, Perth, but late of Canning Bridge	"	17-2-41
207/41	Hillman, Ernest William	formerly of Fremantle but late of Nedlands	"	16-5-41
205/41	Hart, Edwin	formerly of Norseman but late of Nedlands ...	"	19-5-41
223/41	Burns, Robert William	Coolgardie	"	13-6-41
159/40	Bylund, Laurence John	22 Central avenue, Maylands	3-7-41	27-3-40
170/41	Porter, Robert George	2 Forrest street, Wiluna	"	9-5-41
169/41	Knutson, Peter	97 Aberdeen street, Perth	4-7-41	17-5-41
192/41	Kelly, Thomas (also known as Thomas John Kelly)	Duketon	9-7-41	8-5-41
134/41	Worth, Catherine	Jarrahdale	8-7-41	12-1-41
137/41	Marchioni, Jack	formerly of 2 Hardy street, North Fremantle, but late of 19 South terrace, Fremantle	9-7-41	26-3-41
154/41	Murphy, Timothy	258 William street, Perth	16-7-41	25-4-41
219/41	Jeffrey, Ella Sophia	Claremont	"	29-4-41
215/41	Hamilton, David Seton	formerly of Mt. Hawthorn but late of Nedlands	"	12-5-41
201/41	Farmer, George	Nedlands	"	15-5-41
173/41	Seghezzi, Antonio	Carmel	"	13-5-41
334/40	Vollprecht, Frederick	Mount Magnet	"	31-7-40
188/41	Senini, Giovanni	74 Aberdeen street, Perth	17-7-41	16-5-41
99/41	Langtvedt, Ole Kristen	Youanmi	23-7-41	3-2-41
100/41	Willison, Elizabeth	formerly of 29 Alexandra road, East Fremantle, but late of Claremont	"	19-2-41
115/41	Tracey, Patrick	Sturt Creek Station via Hall's Creek	"	13-2-41
166/41	Clifford, Patrick	Bulong	"	2-5-41
168/41	Dobson, Herbert John	Osmington via Margaret River	"	6-5-41
197/41	McLean, Thomas (also known as Paddy McLean)	formerly of Inglehope but late of North Dandalup	"	18-4-41
198/41	Buttle, George Frederick	formerly of Woolgorong Station via Mullewa, but late of 181 Beaufort street, Perth	"	7-5-41
200/41	Young, James	formerly of Carnarvon but late of Nedlands	"	21-4-41
204/41	McNamara, Thomas Francis	formerly of Cue but late of Nedlands ...	23-7-41	20-5-41
213/41	Mitchell, Charles Leonard	formerly of West Perth but late of Nedlands	"	4-4-41
214/41	Rowe, George	formerly of Mt. Lawley but late of Nedlands	"	5-4-41
216/41	Quitman, Julius Charles	Barker road, Albany	"	4-6-41
218/41	Barker, Arthur	Tudor street, Wagin	"	4-6-41
225/41	Scott, Edwin	High street, Goomalling	"	13-6-41
229/41	Anderson, William	Minnivale	"	5-5-41
236/41	Adams, Eliza Jane	Finnerty street, Fremantle	"	9-6-41
275/36	Scott, Thomas	Fromer street, Moorabbin, in the State of Victoria	29-7-41	16-4-36
452/40	Zuberko, Ante (also known as Tony Zuberko)	Norseman	"	13-9-40
149/41	Burgess, Edward Henry (also known as Harry Burgess)	Wialki	"	23-4-41
199/41	Bylund, Ernest Robert	formerly of Elleker via Albany but late of 630 Beaufort street, Mt. Lawley	"	13-4-41
228/41	Snook, George	Bidgemia Station, Gascoyne Junction ...	"	16-6-41
235/41	Young, Edward	170 Campbell street, Kalgoorlie	"	10-6-41

Dated this 7th day of August, 1941.

J. H. GLYNN,
Curator of Intestate Estates.**THE W.A. INDUSTRIAL GAZETTE.**

(Published Quarterly.)

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Associations Incorporation Act	0	0	6	Metropolitan Milk Act (Consolidated)	0	1	6
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Bills of Sale Act (Consolidated) and Amendment	0	2	0	Mines Regulation Act	0	1	9
Brands Act	0	1	6	Mine Workers' Relief Fund Act and Regulations	0	2	6
Bread Act (Consolidated) and Amendment	0	1	6	Mining Act	0	2	0
Bush Fires Act (consolidated)	0	1	6	Mining Development Act	0	1	6
Carriers Act	0	0	6	Money Lenders Act (Consolidated)	0	1	0
Child Welfare Act	0	2	0	Municipal Corporations Act (Consolidated)	0	5	0
Companies Act	0	4	6	Native Administration Act	0	2	0
Crown Suits Act	0	1	6	Native Flora Protection Act	0	1	0
Dairy Cattle Improvement Act	0	1	0	Notaries Act	0	0	6
Dairy Industry Act	0	2	0	Noxious Weeds Act	0	1	0
Dairy Products Marketing Regulation Act	0	2	0	Nurses Registration Act	0	1	6
Declarations and Attestations Act	0	0	6	Partnership Act	0	1	0
Dentists Act and Amendment	0	1	6	Pawnbrokers Act (Consolidated)	0	1	0
Discharged Soldiers' Settlement Act	0	1	6	Pearling Act (Consolidated)	0	2	0
Dog Act (Consolidated)	0	1	0	Petroleum Act	0	3	0
Dried Fruits Act	0	1	6	Pharmacy and Poisons Act (Consolidated)	0	2	0
Droving Act	0	1	0	Plant Diseases Act	0	2	0
Drugs (Police Offences) Act	0	1	0	Police Code Compilation	1	10	0
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Electricity Act	0	1	0	Prisons Act (Consolidated)	0	1	6
Employers' Liability Act	0	0	6	Public Service Act (Consolidated)	0	2	6
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Factories and Shops Act (Consolidated)	0	4	0	Road Districts Act (Consolidated)	0	4	6
Factories and Shops Act Regulations	0	1	0	Sale of Goods Act	0	1	0
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Small	0	3	3	Stamp Act (Consolidated)	0	2	6
Farmers' Debts Adjustment Act (Consolidated)	0	1	0	State Government Insurance Act	0	0	6
Feeding Stuffs Act	0	1	6	State Manufacturers Description Act	0	0	6
Fertilisers Act	0	1	0	State Trading Concerns Act	0	1	6
Financial Emergency Act	0	1	6	State Transport Co-ordination Act	0	1	6
Financial Emergency Tax Assessment Act	0	2	0	Statistics Act	0	0	6
Firearms and Guns Act (Consolidated)	0	1	0	Superannuation and Family Benefits Act	0	2	6
Fire Brigades Act, 1916, and Amendment	0	3	0	Supreme Court Act	0	3	6
Firms Registration Act and Amendment	0	1	6	Supreme Court Rules	1	5	0
Fisheries Act (Consolidated)	0	2	0	Tenants, Purchasers, and Mortgagors' Relief Act	0	2	0
Forests Act	0	1	6	Timber Industry Regulation Act and Regulations	0	2	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6	Totalisator Act and Amendment	0	2	6
Friendly Societies Act and Amendments	0	2	0	Town Planning and Development Act	0	1	0
Game Act (Consolidated)	0	1	0	Trades Descriptions Act	0	1	0
Gold Buyers Act	0	1	0	Trade Unions Act	0	1	6
Goldfields Water Supply Act	0	2	6	Traffic Act (Consolidated) and Regulations	0	6	0
Gold Mining Profits Tax and Assessment	0	1	0	Tramways Act, Government	0	0	6
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Group Settlement Act	0	1	3	Truck Act and Amendment	0	1	6
Hawkers and Pedlars Act and Amendment	0	1	0	Trustees Act	0	1	6
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Hire Purchase Agreement Act (Consolidated)	0	0	6	Vermin Act (Consolidated)	0	2	6
Hospital Fund Act	0	1	0	Veterinary Act	0	1	6
Hospitals Act	0	1	0	Water Boards Act	0	2	6
Illicit Sale of Liquor Act	0	0	6	Weights and Measures Act and Regulations	0	2	6
Income Tax Assessment Act	0	5	0	Wheat Pool Act	0	1	0
Industrial Arbitration Act (Consolidated)	0	3	6	Wheat Products (Prices Fixation) Act	0	1	0
Industrial Arbitration Regulations	0	2	6	Workers' Compensation Act	0	2	6
Industries Assistance Act (Consolidated)	0	1	0	Workers' Homes Act (Consolidated)	0	2	0
Inebriates Act	0	0	6	Workmen's Wages Act	0	1	6
Infants, Guardianship of, Act	0	1	0	Year Book, Pocket	0	0	6
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Irrigation and Rights in Water Act	0	1	6				
Justices Act (Consolidated)	0	3	0				
Land Act and Regulations	0	4	6				
Land Agents Act and Amendment	0	1	0				
Land Drainage Act	0	2	0				
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