



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 50.]

PERTH : FRIDAY, OCTOBER 31.

[1941.

The Game Act, 1912-13.

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.

No. 1672/24.

WHEREAS it is provided by the Game Act, 1912-13, that the Governor may by Proclamation declare from time to time that any bird or animal indigenous to Western Australia shall be at all times strictly preserved, either generally throughout the State or in any one or more portions thereof, and that the Governor may in like manner exempt from the operations of any such declaration under the said Act any defined locality: And whereas by a Proclamation dated the 30th day of July, 1924, it is provided that the portions of the State and localities defined in the Schedule thereto shall be a Reserve for Grey Kangaroos, known scientifically as *Macropus giganteus*: And whereas it is desirable to exempt from the operations of the said Proclamation a defined locality: Now, therefore I, the said Lieutenant-Governor, in exercise of the power aforesaid, do hereby, by and with the advice and consent of the Executive Council, exempt from the operations of the aforesaid Proclamation, and the declaration contained therein, all those localities mentioned and defined in the Schedule hereto as from the 1st day of November, 1941, until the 30th day of April, 1942.

Schedule.

All that area of the State lying to the eastward of a straight line drawn from Lake Magenta, in the Roş Land District, to the mouth of the Fitzgerald River.

Given under my hand and the Public Seal of the said State, at Perth, this 28th day of October, 1941.

By His Excellency's Command,

J. WILLCOCK,
Premier.

GOD SAVE THE KING! ! !

The Game Act, 1912-13.

Reserves for Native Game.

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.

No. 1935/24.

WHEREAS by the Game Act, 1912-13, it is provided that the Governor may from time to time by Proclamation declare any one or more portions of the State, or in any one or more localities, to be respectively defined in such Proclamation, a Reserve for Native Game, or any particular Native Game: Now, therefore I, the said Lieutenant-Governor, in exercise of the power aforesaid, do hereby, with the advice of the Executive Council, declare that the portions of the State and localities mentioned and defined in the Schedule hereto shall be a Reserve for Native Game.

Schedule.

Lake Bambun, Lake Yambung, and Lake Mungala.

The area bounded on the north by the prolongation westward of the south boundary of Swan Location 428, on the east by the eastern side of a surveyed road passing along the eastern boundary of the southern portion of Swan Location 428 and the eastern boundaries of Swan Locations 2531, 555, and 560, on the south by the south boundaries of Swan Locations 560 and 3617, and on the west by the eastern boundary of Swan Location 3616 and its production northward and southward.

Given under my hand and the Public Seal of the said State, at Perth, this 28th day of October, 1941.

By His Excellency's Command,

J. WILLCOCK,
Premier.

GOD SAVE THE KING! ! !

The Game Act, 1912-13.
Reserves for Native Game.

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.

No. 184/41.

WHEREAS by the Game Act, 1912-13, it is provided that the Governor may from time to time by Proclamation declare any one or more portions of the State or any one or more localities, to be respectively defined in such Proclamation, a Reserve for Native Game, or any particular Native Game: Now, therefore I, the said Lieutenant-Governor, in exercise of the power aforesaid, do hereby, with the advice of the Executive Council, declare that the portions of the State and localities mentioned and defined in the Schedule hereto shall be a Reserve for Native Game.

Schedule.

Manjimup:—The area in the Nelson District bounded on the westward by the left bank of the Lefroy Brook, on the north-eastward by a line extending south-eastward from the south-western corner of Location 8080 to the southern corner of Location 4166, on the south-eastward and southward by Giblett's Coast Road and Location 76.

Given under my hand and the Public Seal of the said State, at Perth, this 28th day of October, 1941.

By His Excellency's Command,
J. WILLCOCK,
Premier.

GOD SAVE THE KING!!!

PROCLAMATION

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

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

Corr. No. 896/41.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of portion of Albany Suburban Lot 7, and being Lot 16 on Plan 435 registered in the Office of Titles in Volume 652, Folio 140: 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 Albany Suburban Lot 7 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 28th day of October, 1941.

By His Excellency's Command,
(Sgd.) F. J. S. WISE,
Minister for Lands.

GOD SAVE THE KING!!!

PROCLAMATION

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

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

Corr. No. 6550/03, Vol. 2.

WHEREAS by the Transfer of Land Act, 1893, Amendment Act, 1896 (60 Vict., No. 22), the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor: And whereas His Majesty is now the registered proprietor of portion of Swan Location 2123, registered in the Office of Titles in Volume 1075, Folio 175: 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 Swan Location 2123 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 28th day of October, 1941.

By His Excellency's Command,
(Sgd.) F. J. S. WISE,
Minister for Lands.

GOD SAVE THE KING!!!

The Land Act, 1933.

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. 335/40.

WHEREAS by section 11 of the Land Act, 1933, 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 347/1711 (Ninghan Locations 116, 2076 and 3778) as described hereunder, should be resumed for one of the purposes specified in paragraph (g) of section 29 of the said Act, that is to say, for protection of flora: 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 347/1711 (for the purpose aforesaid).

Schedule.

That portion of Ninghan Location 3778, being the area surveyed and shown as Ninghan Location 3800 on Lands and Surveys Diagram 57561, containing 18 acres 1 rood 25 perches. (Plan 57/80, E2.)

Given under my hand and the Public Seal of the said State, at Perth, this 29th day of October, 1941.

By His Excellency's Command,
(Sgd.) F. J. S. WISE,
Minister for Lands.

GOD SAVE THE KING!!!

The Plant Diseases Act, 1914-1939.

PROCLAMATION

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

WHEREAS it is enacted by section 5 of the Plant Diseases Act, 1914-1939, *inter alia* that the Governor may by Proclamation prohibit, except in accordance with regulations, the bringing into any specified portion of the State from the rest of the State generally, or from any specified portion thereof, any specified plant, fruit, or other thing which would in his opinion be likely to introduce any disease into such specified portion of the State: And whereas it is deemed desirable and expedient to prohibit, except in accordance with regulations, the bringing into any portion of the State, other than the portion of the State described in the Schedule hereunder, from that portion of the State described in the said Schedule and also from any nursery, orchard, or other place within that part of the State described in the said Schedule into any other part of the State described in the said Schedule, any plant of any kind whatsoever which has been packed therewith or adhering thereto any soil as being in the opinion of the said Lieutenant-Governor likely to introduce into the portion of the State other than that portion described in the Schedule hereunder, or from some parts of the State described in the said Schedule into other parts of the State described in the said Schedule, the disease of Argentine Ant (*Iridomyrmex humilis Mayr*): Now, therefore I, the said Lieutenant-Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred upon me by the said Act do hereby prohibit, except in accordance with regulations, the bringing into any portion of the State, other than that portion of the State described in the Schedule hereunder, from that portion of the State described in the said Schedule

and also from any nursery, orchard, or other place within that part of the State described in the said Schedule into any other part of the State described in the said Schedule, any plant of any kind whatsoever which has packed therewith or adhering thereto any soil as being in my opinion likely to introduce the disease of Argentine Ant (*Iridomyrmex humilis* Mayr) into portions of the State other than that portion of the State described in the Schedule hereunder or from some parts of the State described in the said Schedule into other parts of the State described in the said Schedule: And I declare that the prohibition hereby imposed shall continue in operation until this present Proclamation is cancelled or revoked by a subsequent Proclamation issued under section 5 of the Plant Diseases Act, 1914-1939.

Schedule.

Bounded by lines starting from the northern shore of Princess Royal Harbour, and extending north 20 chains 70 links along the most eastern boundary of Plantagenet Location 33 to the south boundary of Plantagenet Location 2; then east along it 15 chains 40 links to its south-east corner; then north passing along the east boundary of Location 2 aforesaid to the north-east corner of Plantagenet Location 226; thence by a straight line to Scraggy Bluff on Strawberry Hill, passing along part of the southern boundary of Plantagenet Location 42; thence to a spot on the western shore of Oyster Harbour, from which the summit of Green Island bears due east, passing along part of the southern boundary of Location 42 aforesaid, and the whole of the southern boundary of Plantagenet Location 43; on the north-east by the shore of Oyster Harbour. On the south-east by the shore of King George's Sound, and on the south-west by the shore of Princess Royal Harbour; also that portion of land about Mount Martin which lies west of a line extending from the summit of Green Island to the largest Bird rock lying off Point Spencer.

Given under my hand and the Public Seal of the said State, at Perth, this 28th day of October, 1941.

By His Excellency's Command,
F. J. S. WISE,
Minister for Agriculture.

GOD SAVE THE KING !!!

The Mining Act, 1904-1937.

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.

No. 1726/96.

WHEREAS under the provisions of section 10 of the Mining Act, 1904-1937, it is enacted that the Governor may by Proclamation alter or amend the boundaries of a Goldfield or District: Now, therefore I, Sir James Mitchell, Lieutenant-Governor as aforesaid, with the advice and consent of the Executive Council, in exercise of the powers conferred by the said Act, do by this Proclamation amend the existing boundaries of the Pilbara Goldfield and the Nullagine District of the Pilbara Goldfield, to be as follows:—

Pilbara Goldfield.

Starting at the 630-mile Post on the No. 1 Rabbit-Proof Fence; thence northerly along said Fence to the 760-mile Post; thence due north to south parallel of latitude 19deg. 30min.; thence west to the sea coast; thence south-westerly along the sea coast to the mouth of the Yule river; thence southerly along the right foreshore of the Yule river to Survey Station V32; thence southerly to Survey Station V23, situated about 5¼ miles north-west of Maddina Pool; thence south-easterly along the left foreshore of the Fortescue river to a point about 2½ miles west of Mt. Marsh; thence 2½ miles east to Mt. Marsh; thence easterly to Survey Station XII.; thence south-easterly, southerly, and south-westerly along the left foreshore of the Fortescue river to Survey Station AN (conjoined) 172; thence easterly to the starting point.

Nullagine District.

Starting at the 630-mile Post on the No. 1 Rabbit-Proof Fence; thence northerly along the said Fence to the 760-mile Post; thence westerly passing through Sur-

vey Station C58 on the Oakover river and Survey Station C98 on the Nullagine river to Survey Station G24 near the Upper Coongan River; thence south-westerly passing through Survey Station G5 to Mt. Marsh; thence easterly to Survey Station XII.; thence south-easterly, southerly and south-westerly along the left foreshore of the Fortescue river to Survey Station AN (conjoined) 172; thence easterly to the starting point.

Given under the hand and the Public Seal of the said State, at Perth, this 28th day of October, 1941.

By His Excellency's Command,
(Sgd.) A. H. PANTON,
Minister for Mines.

GOD SAVE THE KING !!!

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 28th day of October, 1941, the following Orders in Council were authorised to be issued:—

The Land Act, 1933-1939.

ORDER IN COUNCIL.

Corr. No. 335/40.

WHEREAS by section 33 of the Land Act, 1933-1939, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Class "A" Reserve No. 22289 (Ninghan Location 3800) should vest in and be held by the Wongan-Ballidu Road Board in trust for the purpose of Protection of Flora: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserve shall vest in and be held by the Wongan-Ballidu Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) H. T. STITFOLD,
Clerk of the Council.

The Land Act, 1933-1939.

ORDER IN COUNCIL.

Corr. No. 14183/10.

WHEREAS by section 33 of the Land Act, 1933-1939, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons, to be named in the order, in trust for the like or other public purposes to be specified in such order: And whereas it is deemed expedient that Reserve No. 16261 (Watheroo Lot 43) should vest in and be held by the Moora Road Board in trust for the purpose of Recreation and Racecourse: Now, therefore, His Excellency the Lieutenant-Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned reserve shall vest in and be held by the Moora Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) H. T. STITFOLD,
Clerk of the Council.

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor in Executive Council, in pursuance of the powers conferred by the Commonwealth Regulations known as the National Security (Emergency Supplies) Regulations (Statutory Rules No. 60, 1941) has been pleased to appoint the undermentioned as a Committee, to be known as the Western Australian Emergency Reserve Stocks Committee:—

Government Representatives—Mr. Constantin Paul Mathea (Chairman); Mr. Cecil Roy Francis Knight, Contoller of Stores.

Local Manufacturers' Representative—Mr. Basil Aubrey Lewis, of Barnett Brothers, Perth.

Wholesalers' Representative—Mr. Charles Thomas Banfield, of J. & W. Bateman, Ltd., Perth.

Retailers' Representative—Mr. Victor William Webb, of John Wills and Co., Perth.

H. T. STITFOLD,
Clerk of the Council.

28th October, 1941.

JUSTICES OF THE PEACE.

Premier's Office,
Perth, 30th October, 1941.

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

Major Roy Skinner, Camp Commandant, Rottneest Island, as a Justice of the Peace for the Fremantle Magisterial District;

Ernest Charles Felix Jones, Esquire, of Kojonup, as a Justice of the Peace for the Stirling Magisterial District;

Ian Helton Tuckett, Esquire, of Cranbrook, as a Justice of the Peace for the Stirling Magisterial District;

Dalgleish Cyril Johnston, Esquire, of 494 Murray street, Perth, as a Justice of the Peace for the Perth Magisterial District in lieu of the Clifton Magisterial District;

Ira Garfield Polkinghorne, Esquire, of Anstey's Find via Bullfinch, as a Justice of the Peace for the Coolgardie Magisterial District in lieu of the Avon Magisterial District.

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

THE AUDIT ACT, 1904.

The Treasury,
Perth, 29th October, 1941.

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

Certifying Officers (appointments):

Trsy. No. 16/38:—S. T. Falck, State Battery A/cs., in place of F. E. Clarke; T. A. Ottaway, Tender Board, Contractors Deposits, in place of J. T. Beckwith; J. T. Beckwith, Government Stores Department, in place of G. Carter.

Trsy. No. 1/40:—Mr. R. C. Paust, for the Department of Public Works;

Receiver of Revenue (appointment):

Trsy. No. 616/41:—Mr. J. L. O'Neill, for the State Labour Bureau.

A. J. REID,
Under Treasurer.

Office of Public Service Commissioner,
Perth, 30th October, 1941.

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

Ex. Co. 2044; P.S.C. 609/37:—Clarence Oswald Kreibig, under section 28 of the Public Service Act, to be Junior Clerk, Electoral Branch, Crown Law Department, as from the 1st April, 1941;

Ex. Co. 2044; P.S.C. 22/38:—John Henry Fletcher Manning, under section 28 of the Public Service Act, to be Junior Clerk, as from the 10th March, 1941;

Ex. Co. 2044; P.S.C. 342/41:—Patricia Elizabeth Moore, under section 28 of the Public Service Act, to be Tracer, Land Titles Office, Crown Law Department, as from the 16th April, 1941;

Ex. Co. 2044; P.S.C. 939/40:—Shirley Jean Fitzgerald, under section 28 of the Public Service Act, to be Junior Typist, Native Affairs Department, North-West Department, as from the 1st April, 1941;

Ex. Co. 2125; P.S.C. 450/38:—Herbert Bruce Melrose, under section 28 of the Public Service Act, to be Junior Clerk, Premier's Department, as from the 1st January, 1941;

Ex. Co. 2125; P.S.C. 651/38:—John James Peady, under section 28 of the Public Service Act, to be Junior Clerk, Land Titles Office, Crown Law Department, as from the 1st April, 1941;

Ex. Co. 2125; P.S.C. 64/38:—Beryl Margeurite Maher, under section 28 of the Public Service Act, as Junior Machinist, Public Works Department, as from the 1st May, 1941;

Ex. Co. 2125; P.S.C. 295/40:—Donald Kennedy, under section 28 of the Public Service Act, to be Junior Clerk, Accounts Branch, Chief Secretary's Department, as from the 1st April, 1941;

Ex. Co. 2125; P.S.C. 103/40:—Basil McLeod Minchin, under section 28 of the Public Service Act, to be Junior Clerk, Native Affairs Branch, North-West Department, as from the 1st April, 1941;

Ex. Co. 2044; P.S.C. 534/36:—D. E. Garrett, Junior Typist, Technical College, Education Department, to be Typist, Education Department, as from the 13th October, 1941.

Also of the following resignations—

Ex. Co. 2125:—Z. Hartstein, Junior Clerk, Cue, Mines Department, as from the 22nd October, 1941;

Ex. Co. 1878:—J. M. Hawkins, Typist, State Insurance Office, as from the 17th October, 1941.

IT is hereby notified, for general information, that the following days will be observed as Public Holidays throughout the Service—Thursday, 25th December (Christmas Day); Friday, 26th December (Boxing Day); Saturday, 27th December, 1941; Thursday, 1st January (New Year's Day); Friday, 2nd January, 1942.

GEO. W. SIMPSON,
Public Service Commissioner.

Office of Public Service Commissioner,
Perth, 16th October, 1941.

PUBLIC SERVICE PROMOTIONAL AND EFFICIENCY EXAMINATIONS.

IT is hereby notified that the Public Service Promotional Examination will be held on the 3rd and 4th December, 1941. Entries close on the 15th November, 1941; entry fee, 2s. 6d.

THE Typists' Efficiency and Machinists' Efficiency Examination will be held on the same dates. Entries close on 15th November, 1941.

GEO. W. SIMPSON,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Lands and Surveys	Clerk, Accounts Branch (Item 350)	Class 10, £279—£288	1941. 1st November
Do. do.	Clerk, Plan Records (Item 389)	Class 8, £318—£330	do.
Mines (Government Laboratory)	Chemist, 1st Class	Class 4, £462—£486	do.
Mines	Mining Registrar, Laverton (Item 589) †	Class 7, £342—£366*	8th November
Do.	Mining Registrar, Meekatharra (Item 590) †	Class 7, £342—£366*	do.
Public Health	Secretary, Kalgoorlie Hospital †	Class 8, £318—£330	do.
North-West	Manager, Harbour and Light Department	Class 2, £582—£630	do.
Crown Law	Clerk in Charge of Records and Correspondence (Item 1395)	Class 7, £342—£366	do.
Agriculture	Chief Clerk	Class 7, £342—£366	15th November.

* Limit fixed, £354. † Official quarters provided and rent charged.

Applications are called under section 33 of the Public Service Act, 1904, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

GEO. W. SIMPSON,
Public Service Commissioner.

SUPREME COURT RULES.

Crown Law Offices,
Perth, 29th October, 1941.

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

(Sgd.) H. B. HAYLES,
Under Secretary for Law.

The Honourable Sir John Alfred Northmore, K.C.M.G., Chief Justice, The Honourable John Patrick Dwyer, and The Honourable Albert Asher Wolff, Puisne Judges of the Supreme Court of Western Australia, do hereby, in pursuance of the powers contained in the Supreme Court Act, 1935, and the Increase of Rent (War Restrictions) Act, 1939, and of every other power them in this behalf enabling, amend the Supreme Court Rules of 1909 by adding thereto a new Order, as hereinafter mentioned, to stand as Order seventy-four, and declare that such Order shall come into operation forthwith, upon publication thereof in the *Government Gazette*.

ORDER LXXIV.

(O 74.)

Method of Entry of Appeal.

1. Every appeal from a Local Court shall be entered at the Central Office, and the entry shall be made by lodging a *præcipe* for entry, together with a copy of the notice of appeal, and a short statement of the grounds upon which the appellant intends to rely, and an affidavit setting out that the value of the land concerned exceeds two thousand pounds.

Time for Entry of Appeal.

2. The appeal shall be entered within the times hereinafter mentioned, but shall not come on for hearing before the expiration of ten days after such times.

When the distance from the Supreme Court of the Court from which the Appeal is brought is—	The Time from the service of the notice within which the Appeal must be entered in the Supreme Court shall be—
Not more than 200 miles	10 days.
More than 200 miles but not more than 400 miles	16 days.
More than 400 miles but not more than 600 miles	21 days.
More than 600 miles	30 days.

Applications for Copies of Proceedings, etc.

3. It shall be the duty of the Master forthwith, upon the entry of an appeal, to apply to the Clerk of the Local Court for a copy of the proceedings in the application and to the Magistrate of the Local Court for a copy of the notes of evidence given, whether orally or by way of statutory declaration, and for a statement of the decision complained of and of the reasons for such decision. Any party shall be entitled, upon payment of the proper fee, to obtain from the Clerk of the Local Court an office copy of such proceedings, notes or statement, or any part thereof.

Service of Documents on Respondents.

4. Notice of entry, together with a copy of the statement of grounds of appeal and the affidavit of value, shall be served by the appellant upon each respondent, his solicitor, or agent.

Method of Service of Documents on Respondent's Default.

5. If any respondent has not given due notice of an address for service in the City of Perth within the time limited for that purpose by the Rules of Court made under the Increase of Rent (War Restrictions) Act, 1939, then the copies of all relevant documents for service shall be deemed to be duly served on him if the same shall be filed in the Central Office.

Notice of Intention to Contest Value of Land Concerned.

6. If any respondent desires to contest the question of the value of the land concerned at the hearing of the appeal, he shall file a notice thereof, together with an affidavit of value, within seven days after service of notice of entry of appeal.

Appeals to be Set Down.

7. Every appeal shall be set down for hearing in the ordinary civil list at the first Court after the expiration of the time for entry prescribed in these Rules.

Determination of Appeal.

8. Appeals shall be heard and determined by a single Judge sitting in Court. Where the value of the land concerned is not contested, the Judge shall have regard only to the copy of proceedings and the notes of evidence submitted from the Local Court, unless he otherwise orders.

Where notice of intention to contest the value of the land is given in accordance with Rule 6, the Judge may decide the point upon the averments contained in the affidavits filed in that behalf, or upon such other evidence, whether oral or documentary, as he may see fit to order or admit.

Enlargement of Times.

9. The times fixed by these Rules may be enlarged by order of a Judge in Chambers. An order for enlargement of time may be made under this Rule, although the application therefor is not made until after the expiration of the time prescribed.

Fees Payable.

10. The fees to be paid in respect of appeals under this Order shall be in accordance with such scale of fees as may be fixed and appointed by Order made under and in accordance with the authority contained in section 169 of the Supreme Court Act, 1935.

Dated this 27th day of October, 1941.

(Sgd.) J. A. NORTHMORE,
Chief Justice.

(Sgd.) J. P. DWYER,
Puisne Judge.

(Sgd.) A. A. WOLFF,
Puisne Judge.

INCREASE OF RENT (WAR RESTRICTIONS) ACT, 1939.

Department of Labour,
Perth, 29th October, 1941.

HIS Excellency the Lieutenant-Governor, acting pursuant to section 13 of the Increase of Rent (War Restrictions) Act, 1939, has been pleased to amend the Increase of Rent (War Restrictions) Act Regulations, 1940, as published in the *Government Gazette* on the 9th day of February, 1940, and the 23rd day of February, 1940, in the manner set forth in the schedule hereunder.

(Sgd.) S. FISHER,
Secretary for Labour.

Schedule.

The abovenamed regulations are amended—

1. By adding after regulation 10, new regulations, to stand as regulations 11, 12, and 13, as follows:—

Time for Appeal.

11. The time prescribed for appeal under section eight of this Act shall be fourteen days from the pronouncement of the decision complained of.

Notice of Appeal.

12. The form of notice of appeal to be prescribed pursuant to Rule 1 of the Rules of Court made under the Act shall be in accordance with Form 5 in the Appendix hereto.

Notice of Address for Service.

13. The form of notice of address for service to be prescribed pursuant to Rule 2 of the Rules of Court made under the Act shall be in accordance with Form 6 in the Appendix hereto.

2. By adding to the Appendix, after Form 4, new Forms, to stand as Forms 5 and 6 as follows:—

Form 5.

INCREASE OF RENT (WAR RESTRICTIONS) ACT, 1939.

Notice of Appeal.

In the Local Court at.....

BETWEEN

	Applicant
(a) Lessor or Lessee*	(Appellant or Respondent*)
and	
(b) Lessor or Lessee*	Respondent
and	(Appellant or Respondent*)
(c)	Mortgagee Third Party
	(Appellant or Respondent*)

TAKE NOTICE that the applicant (or respondent or third party) intends to appeal to a Judge of the Supreme Court against the judgment herein and you are required, at least four clear days before the expiry of the time allowed for entry of the appeal in the Supreme Court, to deliver at the address given below, or post to him at that address, a notice setting forth an address within the City of Perth, at which service of all notices and documents in the appeal will be accepted on your behalf.

Dated the day of 19 .

To the respondent (or applicant and/or third party).

(To be signed by or on behalf of the party appellant.)

Appellant.

Address in the City of Perth at which service of all notices and documents in the appeal will be accepted on the appellant's behalf.

*Cross out word not required.

Form 6.
INCREASE OF RENT (WAR RESTRICTIONS) ACT, 1939.
Notice of Address for Service.

In the Local Court at.....

BETWEEN

(a) Lessor or Lessee*		Applicant
and		(Appellant or Respondent*)
(b) Lessor or Lessee*		Respondent
and		(Appellant or Respondent*)
(c)		Mortgagee Third Party (Appellant or Respondent*)

TAKE NOTICE that the respondent's address for service in the City of Perth is and that service of all notices and documents in the appeal herein will be accepted there on his behalf.

Dated the day of 19 .

To the appellant,

(To be signed by or on behalf of every party respondent.)

Respondent.

*Cross out word not required.

INCREASE OF RENT (WAR RESTRICTIONS) ACT, 1939.

Crown Law Department,
Perth, 29th October, 1941.

THE following Local Court Rules, made under the provisions of the Increase of Rent (War Restrictions) Act, 1939, are published for general information.

(Sgd.) H. B. HAYLES,
Under Secretary for Law,

WHEREAS it is provided by the Increase of Rent (War Restrictions) Act, 1939, that Rules of Court may be made for regulating the practice and procedure to be observed in proceedings under section eight of the said Act: Now, therefore, His Excellency the Lieutenant-Governor, acting with the advice of the Executive Council, doth hereby make the following Rules of Court under and for the purposes of the said section, that is to say:—

LOCAL COURT RULES.

Notice of Appeal.

1. Every party desirous of appealing to a Judge of the Supreme Court from any determination of a fair rent by a Local Court shall, within fourteen days of the pronouncement of the decision complained of, or of the coming into operation of these Rules, whichever is the later date, serve on every party directly affected by the appeal, or his solicitor or agent, and also lodge at the office of the Clerk of the Local Court, a notice of appeal, which shall be according to the form prescribed.

Address for Service.

2. Every party served with notice of appeal shall, at least four clear days before the expiry of the time allowed to the appellant for entering the appeal in the Supreme Court, serve on the appellant a notice of address for service, according to the form prescribed.

Notice of Appeal null and void unless duly entered in Supreme Court.

3. A notice of appeal shall become null and void unless the appeal is duly entered in the Supreme Court within the time prescribed by the Rules of the Supreme Court, unless such time be extended in accordance with any such Rule.

Judgment of Supreme Court may be filed in Local Court.

4. When a Judge of the Supreme Court has pronounced judgment, any party may deposit the same, or an office copy thereof, with the Clerk of the Local Court, and upon its being so deposited, such judgment shall be filed and may be enforced as if it had been given by the Local Court.

Crown Law Department,
Perth, 29th October, 1941.

THE following Order, prescribing the fees to be paid in relation to applications made to a Judge of the Supreme Court under the provisions of the Increase of Rent (War Restrictions) Act, 1939, are published for general information.

(Sgd.) H. B. HAYLES,
Under Secretary for Law.

ORDER AS TO SUPREME COURT FEES, 1941.

Supreme Court,
Perth, 27th October, 1941.

WE, the Honourable Sir John Alfred Northmore, K.C.M.G., Chief Justice; the Honourable John Patrick Dwyer, and the Honourable Albert Asher Wolf, Puisne Judges of the Supreme Court of Western Australia, with the concurrence of the Honourable John Collings Willcock, Treasurer of the said State, do hereby, in pursuance of the Supreme Court Act, 1935, and all other powers and authorities enabling us in that behalf, order and direct that the fees contained in the Schedule to this Order

are fixed and appointed to be and shall be taken in the Supreme Court in relation to appeals made to a Judge of the Supreme Court under the provisions of section eight of the Increase of Rent (War Restrictions) Act, 1939.

This Order shall come into force on the 30th day of October, 1941.

The Schedule Referred to.

	s.	d.
Filing præcipe with notice of appeal and grounds thereof	10	0
Filing any affidavit	2	0
Filing any exhibit	1	0
Filing any other document required to be filed	2	6
Search	1	0
Office copy of any document	0	6
	per folio	

(Sgd.) J. A. NORTHMORE,
Chief Justice.

(Sgd.) J. P. DWYER,
Puisne Judge.

(Sgd.) A. A. WOLFF,
Puisne Judge.

I concur in the above Order.

(Sgd.) J. C. WILLCOCK,
Treasurer.

Dated this 28th day of October, 1941.

Crown Law Department,
Perth, 30th October, 1941.

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

Frank Ernest Allan Bateman as Acting Magistrate of the Carnarvon and Shark Bay Local Courts and Acting Resident Magistrate of the Gascoyne Magisterial district, Acting Chairman of the Gascoyne Court of Session, and Acting Clerk of the Carnarvon Local Court, and Acting Clerk to Magistrates, Carnarvon, vice T. Ansell transferred;

J. A. Graham as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Manjimup, during the absence of A. Murray, on leave;

W. A. Petterson as Acting Clerk of the Local Court and Acting Clerk to Magistrates, Busselton, during the absence of F. E. A. Bateman on other duties;

A. F. N. Schroder as Returning Officer and Electoral Registrar for the Bunbury Electoral District and South-West Province, vice W. L. Hardwick, transferred.

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

J. A. Graham as Acting Bailiff of the Manjimup Local Court during the absence of A. Murray on leave;

W. Bass as Acting Bailiff of the Northam Local Court during the absence of A. L. Reid, on leave;

Gordon Pitts Twine, of Meckering, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913.

THE ELECTORAL ACT, 1907-1940.

THE Hon. Minister for Justice has approved of the undermentioned appointments and cancellations of appointments of Postal Vote officers under section 89 of the Electoral Act, 1907-1940.

APPOINTMENTS.

Beverley District.

State School, Lomos—Gartland, M. V.
State School, Babakin—Roberts, Clarence J.

Claremont District.

Picture Theatre, Bay View terrace, Claremont—Brewer, L. A.
Camp H.Q., Claremont—Neave, Alfred Walter (Sgt.).
5th Garrison Brigade, Swanbourne—Sherlock, Geoffrey Hosking; Smith, A. F.

Fremantle District.

10th Garrison Battalion, Rottnest—Gull, Arthur Wilfred Lt. (M.C.).
Secretary Melville Road Board—Klenk, Walter George.
Artillery Barracks, Fremantle—O'Brien, Orlando James L.
10th Garrison Battalion, Rottnest—South, Charles Sydney.
Artillery Barracks, Fremantle—Wood, C. L.

Forrest District.

Treesville—Munro, W. H.

Gascoyne District.

Manberry Station via Carnarvon—Gooch, Jack Archer;
Gooch, Ada M.
Mangaroon Station via Carnarvon—Myers, Charles.
Mooloo Downs Station via Carnarvon—Scott, John Lewis.

Geraldton District.

Galena—Chick, Clarence Watts.

Greenough District.

Barnong Station, Gullewa via Muraga—Mantle, Arthur Humphrey.

Irwin-Moore District.

Ballidu—Knapp, Jack.
New Norcia—Lanigan, Scholastica Mary.

Kimberley District.

Moola Bulla Station via Hall's Creek—George, Alfred Augustus; George, Pearl Victoria B.
Nicholson Station, Hall's Creek—Mann, L. W.
Turkey Creek—McMasters, J. (Mrs.); McMasters, J.

Middle Swan District.

Camp H.Q., Ascot, Belmont—Harper, E. S.; Wharton-Shaw, J.

Mount Magnet Subdistrict.

Boodanoo Station via Mt. Magnet—Gibson, Norman Keith.
Rothsay—Tipton, Harold Samuel.

Mount Marshall District.

Police Station, Wyalkatchem—Lawson, C.

Murchison District.

Mundiwindi Station, Mundiwindi—McDonald, Sydney C.; Paterson, John Laidlaw.

Northam District.

Camp H.Q., Northam—Carthew, George Frederick.
School, North Meckering—Corry, Elizabeth Winifred.
No. 9 E.F.T.S., Cunderdin—Jeavons, H. V.
School, Seabrook, Northam—Minchin, Maurice John.
Camp H.Q., Northam—Smith, Comrie.

Perth District.

Queensland Forests, 17 Padbury Buildings, Perth—Houston, Henry Alexander.
State Electoral Office, Perth—Little, Noel A.; Lochhead, Wm. John MacNiven; Nathan, Violet (Miss); Nock, Leonard William James; Woolfe, Geo. Fred. Wm.

West Perth District.

16 Altona street, West Perth—Underwood, Sydney Edward C.

Pilbara District.

Eastern Creek via Nullagine—Greig, James Harvie.
Kangan Station via Wodgina—Rogers, Albert Edward.

Wagin District.

North Kukerin—Harrison, William.
Kundip—Jenkins, Arthur James.
"Riverslea," Bokal—Johnston, Andrew Colin.
Lake Grace—Kealley, Eric Egbert.

Williams-Narrogin District.

Secretary Road Board, Narrogin—Hill, William James.

Yilgarn-Coolgardie District.

Secretary Road Board, Southern Cross—Haynes, Norman Field.
Post Office, Marvel Loch—McLaren, Mary Ernestine (Mrs.).

York District.

Co-op. Store, Belka—Hunter, Thomas William.
State School, Burgess Siding—McMullen, Blanche M.

CANCELLATIONS.

Avon District.

Duff street, Merredin—Barbary, Joseph.

Beverley District.

Morning Valley, Nalya—Boulton, Harold T.
State School, Babakin—Dennis, Frederic Ronald.
Ardath—Lee, Samuel Percy.
State School, Lomos—O'Brien, Bernard Bray.
Brookton—Ratcliffe, George Dudley.

Forrest District.

State School, Newlands—Durbin, Reginald F.
Treesville—Lawn, H. D.

Fremantle District.

Court House, Fremantle—Mair, John Wm.
30 Osborne road, East Fremantle—Murray, John.
Board of Control, Rottnest Island—Reid, William Grey.
Bicton—Tompkins, Eric Charles.

North-East Fremantle District.

1 Broome street, Cottesloe—Durham, T. B.
School, Cottesloe—Love, William Allen.

South Fremantle District.

State School, Hamilton Hill—Arnup, William George.

Gascoyne District.

Dirk Hartog Island via Shark Bay—Draper, Arthur.
Wooramel Station via Carnarvon—Hall, H. H.
Mt. Sandiman via Carnarvon—Hickinbotham, Jas. Arthur D.
Marron Station via Carnarvon—Johnston, Albert Wm.
Yaringa South Station via Carnarvon—Kopke, Allan Frederick; Kopke, Mary Holcroft (Mrs.).
Middalya Station via Carnarvon—Robinson, Charles Troy.

Geraldton District.

Waggrakine—Hemstridge, William John.
School, Alma via Northampton—Jamieson, Keith A.
Galena—Rochester, Allan.

Greenough District.

Gabyon Station, Wurarga—Bowden, McDonald James.
Mungatarra, Mingenew—Copley, Ben (Junior).
"The Grange," Irwin—Mitchell, Keith Bedford.
State School, Bowgada—Williams, Stanley Percy.

Irwin-Moore District.

Minnivale—Bear, Frederick.
East Kondut—Mawby, Marjorie (Miss).
Post Office, Namban—Wood, Helen Mary.

Maylands District.

24 Ruby street, North Perth—Stahl, Frederick James F.

Kanowna District.

Soonana (Trans Line)—Blount, Edgar.
Morgans—Carrigg, John.
Randells, Trans Line—Hubble, Victor George.

Katanning District.

"Mullingar," Katanning, East—Flugge, E. W.

Kimberley District.

Nicholson Station, Hall's Creek—Bartlam, Roy Henry.
Moola Bulla Station, Hall's Creek—Cooper, J. Wade;
Woodland, Angus Thomas.

Mt. Leonora Subdistrict.

Carida G.M. via Menzies—Corbett, Thomas William.
Agnew—Maund, Harry James.
M.R. Department, Malcolm—Mortimer, Anthony Augustin.

Murchison District.

Mundiwindi—Cockram, R. J.
M.R. Department, Wiluna—Thorn, Frederick William.

Murray-Wellington District.

C/o. P.W.D., Harvey—Paget, Alfred Paul.
Bullocky Landing Camp, Waroona—O'Hara, John Thomas.

Nelson District.

Group 121, Northcliffe—Flanagan, James.
Railway Construction, Yornup—Walker, G. H.
Dinninup, North—Wright, Harry George.

Northam District.

Northam Camp—Compton, G. S.; Gallagher, F. G.
No. 9 E.F.T.S., Cunderdin—Jackson, T. L. J.
State School, North Meckering—Jessup, Joyce Ainsworth.

North Perth District.

39 Barlee street, Mt. Lawley—Looney, William.

Pingelly District.

Gorge Rock, Corrigin—Knight, John Albert.

Sussex District.

School, Carlotta Creek—Judd, Fred W.

Swan District.

Albany road, Kelmscott—Bunney, George Ezra.

Toodyay District.

Mt. Helena—Doney, James H.
Herne Hill—Thorné, John Frederick.

Wagin District.

Moojebing, G.S.R.—Janes, Albert G.

Williams-Narrogin District.

Roads Board, Narrogin—Duncan, Ronald Grant.
Wedin—Gilechrist, J. H.
Arthur River—Mercer, Keith Fox.
C/o. Railways, Williams—Richards, Davina Brodie (Mrs.).

Yilgarn-Coolgardie District.

Ora Banda—Chamberlain, Donald A. F.
School, Marvel Loch—Cruse, Benjamin Dunwoodie.
Bullabulling—Edwards, R.
P.O., Corinthia via Southern Cross—Greensill, Florence May (Mrs.).
State School, Bullfinch—McInnes, George Francis.
Marvel Loch—McLaren, D.
Mt. Palmer via Yellowdine—Macknay, Arthur.
Warralakin—Scott, Robert.
Bayley street, Coolgardie—Snodgrass, William James.
Marda—Symonds, J.; Symonds, Eileen Amy (Mrs.).

York District.

Co-op. Store, Belka—Bullimore, Fred.
Bruce Rock—Lauder, Leslie P.
School, Burgess Siding—Lofthouse, Eric.

THE LICENSING ACT, 1911-1939.

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor in Executive Council has approved of a special sitting of the East Kimberley Licensing Court being held at the Derby Court House on the 1st December, 1941, and that the Licensing Magistrates have, with the approval of the Hon. Minister for Justice under the provisions of subsection (7) of section 21, delegated to the Resident Magistrate, Derby, their powers, authorities, duties, and functions relating to the renewal and transfer of licenses for the said special sitting, and have cancelled the delegation to the Resident Magistrate, Wyndham, notice of which was published in the *Government Gazette* issued on the 3rd October, 1941.

H. B. HAYLES,
Under Secretary for Law.

THE HOSPITALS ACT, 1927.

Department of Public Health,
Perth, 28th October, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to appoint K. Attrill to be a member of the Cue District Hospital Board, for the period ending the 31st July, 1942, vice G. M. Hickey, resigned.

F. J. HUELIN,
Under Secretary.

THE HEALTH ACT, 1911-1937.

Appointment.

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

Merredin Road Board:—William Mitchell Houghton to be Health and Meat Inspector as from the 8th November, 1941.

EVERITT ATKINSON,
Commissioner of Public Health.

THE HEALTH ACT, 1911-1937.

Amendment of By-laws.

P.H.D. 2624/18.

WHEREAS under the provisions of the Health Act, 1911-1937, a local health authority may make or adopt by-laws and may amend, repeal, or alter any by-law so made or adopted: Now, therefore, the Cottesloe Municipal Council, being a local health authority, and having adopted the Model By-laws prepared in accordance with section 321 of the said Act and published in the *Government Gazette* on the 8th day of April, 1937, doth hereby adopt the new Model By-law, to be known as Model By-law 4B of Part I. of the Model By-law relating to fixtures and fittings installed for the purpose of water supply, sewerage, or drainage, as published in the *Government Gazette* on the 18th day of July, 1941.

Dated the 28th day of August, 1941.

M. H. SHARP,
Acting Town Clerk.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 23rd day of October, 1941.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 28th day of October, 1941.

H. T. STITFOLD,
Clerk of the Council.

THE HEALTH ACT, 1911-1937.

Amendment of By-laws.

P.H.D. 824/29.

WHEREAS under the provisions of the Health Act, 1911-1937, a local health authority may make or adopt by-laws and may amend, repeal, or alter any by-law so made or adopted: Now, therefore, the Guildford Municipal Council, being a local health authority, and having adopted the Model By-laws prepared in accordance with section 321 of the said Act and published in the *Government Gazette* on the 8th day of April, 1927, doth hereby adopt the new Model By-law, to be known as Model By-law 4B of Part I. of the Model By-laws relating to fixtures and fittings installed for the purpose of water supply, sewerage, or drainage as published in the *Government Gazette* on the 18th day of July, 1941.

Dated this 11th day of September, 1941.

L. GIBBONS,
Town Clerk.

Confirmed by the Commissioner of Public Health for the State of Western Australia this 23rd day of October, 1941.

EVERITT ATKINSON,
Commissioner of Public Health.

Approved by His Excellency the Lieutenant-Governor in Council this 28th day of October, 1941.

H. T. STITFOLD,
Clerk of the Council.

CHILD WELFARE DEPARTMENT.

C.W.D. 772/27; Ex. Co. 2145.

HIS Excellency the Lieutenant-Governor in Council has been pleased to appoint under section 16 of the Child Welfare Act, 1907-1927, the Rev. Brother S. S. Bresnahan as Manager of the St. Joseph's Farm School, Bindoon, and the Rev. Mother Emmanuel Mary as Manageress of Nazareth House, Geraldton.

F. E. MEACHEM,
Secretary Child Welfare Department.

CHILD WELFARE DEPARTMENT.

C.L.D. 1984/37; Ex. Co. 2144.

HIS Excellency the Lieutenant-Governor in Council has been pleased to nominate and appoint John Furze McMillan, William John Wallwork, and Henry John Craig, as Acting Special Magistrates for the Children's Courts at Perth, Fremantle, and Midland Junction, during any absence on account of leave or illness of Alwyn Schroeder the Special Magistrate.

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

NATIVE ADMINISTRATION ACT, 1905-1941.

Native Affairs Department,
Perth, 30th October, 1941.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to section 68 of the Native Administration Act, 1905-1941, has been pleased to amend the Native Administration Regulations, 1938, as reprinted with amendments up to the 2nd day of February, 1940, and subsequently amended as notified in the *Government Gazette* on the 16th day of August, 1940, and the 5th day of September, 1941, in the manner mentioned in the Schedule hereunder.

F. I. BRAY,
Commissioner of Native Affairs.

Schedule.

The above-mentioned Native Administration Regulations, 1938, are amended as follows:—

1. By inserting after regulation 16 a subheading and regulations as follows:—

Section 9A.

Leprosy Precautions.

16A—(1) Applications under section 9A of the Act for permits for natives to pass from places north of the twentieth parallel of south latitude to places south of such latitude shall be made in writing in the Form No. 24 in the First Schedule to these regulations, shall be signed by the applicant and lodged with the Commissioner of Native Affairs.

(2) Every such application shall be accompanied by a medical certificate in the form contained in the said Form 24.

16B—(1) A permit by the Minister for a native to pass south of the twentieth parallel of south latitude for a purpose other than the droving of stock shall be in the Form No. 25 in the First Schedule to these regulations.

(2) A permit by the Minister for a native to pass south of the twentieth parallel of south latitude for the purpose of droving stock shall be in the Form No. 26 in the First Schedule to these regulations.

16C—Every person who desires a permit from the Minister for a native to pass south of the twentieth parallel of south latitude for the purpose of droving stock, shall, before such permit is granted, duly execute and lodge with the Commissioner of Native Affairs a recognisance in the Form No. 5 in the First Schedule to these regulations.

2. By adding to the First Schedule to the said regulations after Form 23, new forms, to stand as Forms 24, 25, and 26, as follows:—

Form No. 24.

NATIVE ADMINISTRATION ACT, 1905-1941.

Section 9A.

Leprosy Precaution Permit—Application for. (Regulation 16A.)

To the Commissioner of Native Affairs, Perth.

Application is hereby made for a permit to pass from..... to..... a place south of the twentieth parallel of south latitude, for the following purpose:

- (1) Specialist medical attention.....
(2) For a legal action, cause or proceeding.....
(3) Droving of stock.....

Particulars of Native for whom Pass is desired.

Name..... Caste.....
Sex..... Age.....
Address.....
Place.....
Date..... (Signature).....
(Delete 1, 2, or 3, whichever does not apply.)

Medical Report.

I certify that the abovenamed..... is free of signs of leprosy and is not suffering from any communicable disease.

(Further remarks.....)
Place.....
Date.....
Medical Practitioner.

Form No. 25.

NATIVE ADMINISTRATION ACT, 1905-1941.

Section 9A.

Leprosy Precaution Permit. (Regulation 16B (1).)

PERMISSION is hereby given to..... of....., to pass from..... to..... a place south of the twentieth parallel of south latitude for specialist medical attention (or for legal purposes) to have effect from the.....194 to.....194, unless this permit is sooner revoked by me.

This permission is subject to the condition that the native shall submit himself for medical examination to the Medical Officer for Natives, or his nominated substitute, Dr..... within one month of arrival at Perth, and at monthly intervals thereafter during the currency of this authority.

Minister Controlling the Department of Native Affairs.

Department of Native Affairs, Perth.

Date.....194 .

Form No. 26.

NATIVE ADMINISTRATION ACT, 1905-1941.

Section 9A.

Leprosy Precaution Permit. (Regulation 16B (2).) Droving of Stock.

PERMISSION is hereby given to..... of....., to take..... south of the twentieth parallel of south latitude, subject to the observance of the following conditions:

- (1) This authority shall expire on the.....194, unless it is sooner revoked by me.
(2) The native shall be returned to a place north of the twentieth parallel of south latitude within 14 days after completion of the droving journey for which the native was engaged.
(3) The native shall not be permitted to consort with natives living south of the twentieth parallel.
(4) The holder of this permit shall cause the native to be examined by a medical practitioner before departure from north of the twentieth parallel of south latitude.

Minister Controlling the Department of Native Affairs.

Department of Native Affairs, Perth.

Date.....194 .

FISHERIES ACT, 1905-1940.

Department of the North-West,
Perth, 29th October, 1941.

HIS Excellency the Lieutenant-Governor in Council, acting pursuant to section 6 of the Fisheries Act, 1905-1940, had been pleased to amend, in the manner mentioned in the Schedule hereunder, the regulations made under the said Act as consolidated and reprinted in the *Government Gazette* on the 6th day of May, 1938, and subsequently amended as by notice published in the *Government Gazette* on the 24th day of April, 1941.

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

Schedule.

The abovementioned Fisheries Act Regulations are amended as follows:—

1. Regulations 8, 9, and 10 are repealed and regulations are inserted in lieu thereof as follows:—

Disposal of Condemned Articles.

8. (1) Subject to the approval of the Minister the Chief Inspector of Fisheries may sell or dispose of any boats, nets, lines, engines, implements, appliances, and other articles, and of fish forfeited to His Majesty in accordance with the provisions of the Act, in any one of the following ways, that is to say—

(i) In respect of boats, nets, lines, engines, implements, appliances and other articles—

(a) he may apply them to the use of the Fisheries Department, or transfer them, with or without charge, to any other Department of the State or of the Commonwealth; or

(b) he may sell them at public auction, or by tender, or by private treaty; or

(c) he may order their destruction.

(ii) In respect of fish, he may deliver them to any hospital or charitable institution for the use of the inmates, or if such delivery cannot be conveniently and economically effected, to any indigent or needy persons. If unfit for human consumption, he may destroy such fish forthwith.

(2) The approval of the Minister required by section 37B of the Act may be either general or limited to any specific case, or to any particular class or classes of things, or for any specified period.

Notice of Finding of Boats, etc.

9. The prescribed notice of finding in terms of section 37A of the Act shall be a notice in or to the effect of Form J in the Appendix to these regulations. Such notice shall be displayed prominently outside the office of the inspector giving the notice and remain so displayed for a period of not less than fourteen days prior to the taking of the thing referred to therein before a justice.

(2.) Regulations are inserted after regulation 26A (*Gazette* 24th April, 1941) as follows:—

Trout Acclimatisation Societies.

26B. Application for registration of a trout acclimatisation society under section 26C of the Act shall be made in or to the effect of Form K in the Appendix to these Regulations.

26C. The secretary of a registered trout acclimatisation society shall, not later than fourteen days after any change has been made in the members of the governing body of the society, furnish to the Chief Inspector of Fisheries the full name and address of the new member.

26D. (1) It shall be the duty of every person to comply with any rules made by a registered trout acclimatisation society in relation to the hatching, rearing, distribution, protection or taking of trout the property in which is vested in such society.

(2) Any person failing to comply with or guilty of a breach of any such rule shall be liable to a penalty not exceeding twenty pounds.

26E. To facilitate the protection of trout, the property in which is vested in a registered trout acclimatisation society, such society may appoint wardens who shall, in the area in respect of which such society is registered, have the powers conferred by the Act on an inspector.

(3.) The Appendix to the said regulations is amended by adding thereto, after Form I (*Gazette*, 24th April, 1941), new forms, to stand as Forms J and K as follows:—

Form J.

Western Australia.

FISHERIES ACT, 1905-1940.

(Section 37A, Regulation 9.)

Office of the Inspector of Fisheries,
at.....

Date.....

To Whom it May Concern:

TAKE NOTICE that on the....., a.....
was found in closed waters at.....without any person being in
actual possession thereof.

After fourteen days from the date hereof, I shall take the said.....
before a Justice and apply for an order for its condemnation.

In accordance with the provisions of section 37A, any person making a claim to
ownership may appear before the Justice and make such representations as he may
think fit,

Inspector of Fisheries.

Form K.
Western Australia.
FISHERIES ACT, 1905-1940.
(Section 26C, Regulation 26B.)

Application for Registration of Trout Acclimatisation Society.

I HEREBY apply, in pursuance of the Fisheries Act, 1905-1940, for registration of the.....Trout Acclimatisation Society in respect of the following area—

(Description of Area.)

The following are the names and addresses of the persons comprising the governing body of the Society—

Name in full.	Address.	Office.

The Society at present consists of.....members.

A copy of the Society's rules signed by the President and three other members is enclosed.

.....
Secretary.

To the Chief Inspector of Fisheries,
Perth.

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:—

BRIDGETOWN.

11th November, 1941, at noon, at the District Lands Office—
‡Bridgetown—*709, 4a. 3r. 25p., 710, 4a. 0r. 23p., £16 13s. 4d. each.

BUNBURY.

12th November, 1941, at 3.30 p.m., at the District Lands Office—
‡Cookernup—Town 36, 3r. 38p., £12.
‡Yalup Brook—Town 4, 1r., £10.

COLLIE.

12th November, 1941, at 11 a.m., at the Court House—
‡Collie—Town 1383, 1r., £18; *1460, 9a. 0r. 5p., £15.
‡Collie-Cardiff—Town §362, 1r., £15.

GERALDTON.

12th November, 1941, at 3.15 p.m., at the District Lands Office—
‡Isseka—*31, 5a. 3r. 35p., 32, 6a. 1r. 39p., £23 6s. 8d. each.

WAGIN.

12th November, 1941, at 11 a.m., at the District Lands Office—
‡Kukerin—*107, 4a. 1r. 38p., £12; 108, 4a. 2r. 0p., £7.

ALBANŶ.

13th November, 1941, at 2.30 p.m., at the Court House—
‡Mt. Barker—Town 221, 3r. 36p., £25; *265, 9a. 0r. 21p., £25; *†253, 9a. 2r. 28p., £20.

NORSEMAN.

13th November, 1941, at 11 a.m., at the Court House—
‡Norseman—Town §1111, 1r., £12 10s.

NORTHAM.

13th November, 1941, at 11.30 a.m., at the District Lands Office—
‡Bakers Hill—*261, 5a., £10; 262, 3a. 0r. 23p., £6.

PERTH.

14th November, 1941, at 11 a.m., at the Department of Lands and Surveys—

- ‡Carmel—*51, 8a. 1r. 39p., £10 per acre; 96, about 8a., £50.
- ‡Fremantle—Town (Preston Point road) 1698, 1r., £65.
- ‡Mosman Park—Town (Edwyna street) 514, £45, (Glyde street) 513, (Edwyna street) 515, 517, 518, 519 (Violet street) 516, about 20p. each, £40 each.
- ‡Muchea—*119, 4a. 2r. 14p., 120, 4a. 2r. 16p., £10 each; 121, 4a. 3r. 9p., £12.

KALGOORLIE.

18th November, 1941, at 2 p.m., at the District Lands Office—

- ‡Kalgoorlie—Town (Oberthur street) 1531, 1r., £10, (Hay street) 3027, 19.8p., £10, (Killarney street) 2348, 1r., £12 10s.
- ‡Boulder—Town (Piesse street) §499, 20p., £10.
- ‡South Boulder—Town (Chaffers street) §F54, 1r., £12 10s.

*Suburban lot for cultivation.

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

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

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

¶Subject to payment for improvements to the value of £8.

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.

THE WORKERS' HOMES ACT, 1911, AND
AMENDMENTS.

Cancellation of Dedication.

Department of Lands and Surveys,
Perth, 29th October, 1941.
Corr. 822/41.
IT is hereby notified that His Excellency the Lieutenant-Governor in Executive Council has been pleased to cancel the dedication under the provisions of the Workers' Homes Act, 1911, of Cottesloe Lots 254, 255, 257, and 258 to the purposes of the said Act.

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.
Armstrong, Charlotte; 1351/41A; Brown Hill 50; £0 12s. 6d.; 2117/00; Brown Hill.
Edwards, C. G.; 3117/2916; Norseman 1070; £0 5s. 0d.; 274/40; Norseman.
Fox, R. H.; 348/887; Melbourne 2342; £1 16s. 0d.; 1794/38; 63/80, C1 and 2.
Guttrey, Frank; 21688/68; Williams 13190; £37 11s. 6d.; 428/25; 379/80, D4.
Kavanagh, J. F.; 338/1665; Broad Arrow 523; abandoned; 56/37; Broad Arrow.
Laurance, Margaret; 3117/2586; Bolgart 52; abandoned; 1328/16; Bolgart.
Munyard, F. S.; 3117/1916; Ora Banda 68; £1 12s. 0d.; 2907/13; Ora Banda.

G. L. NEEDHAM,
Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
Perth, 29th October, 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:—

335/40.
NINGHAN (Kondut).—No. 22289 (Protection of Flora).—Location 3800 (18a. 1r. 25p.), Diagram 57561 (Plan 57/80, E2).

1259/41.
PEEL ESTATE (Port Kennedy).—No. 22290 (Town-site Purposes).—The area bounded on the north by a south boundary of Cockburn Sound location 16 and its extension west, on the east by Lots 600, 601, 602, 605, 1097, 801, and 802, on the south by the north boundary of Lot 1092 and its extension west, on the south-westward by the shores of the Indian Ocean, on the north-westward by the shores of Warnbro Sound (excluding Lot 682).—(about 1,700 acres) (Plan 341D/40, A4). Reserve 20716 (excepted from sale) is hereby reduced.

G. L. NEEDHAM,
Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Prohibited Periods.

Department of Lands and Surveys,
Perth, 29th October, 1941.
Corres. No. 270/38.
HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to declare, under section 8 of the Bush Fires Act, 1937, that it shall be unlawful to set fire to the bush in the following Municipalities during the periods set out in the Schedule hereunder.

G. L. NEEDHAM,
Under Secretary for Lands.

Schedule.

Zone 1.—15th October, 1941, to 15th February, 1942 (inclusive)—Geraldton, Northam, and Wagin.
Zone 2.—22nd October, 1941, to 1st March, 1942 (inclusive)—Narrogin and York.
Zone 5.—15th December, 1941, to 31st March, 1942 (inclusive)—Claremont, Cottesloe, East Fremantle, Fremantle, Guildford, Midland Junction, North Fremantle, Perth, and Subiaco.

BUSH FIRES ACT, 1937.

Prohibited Periods.

Department of Lands and Surveys,
Perth, 29th October, 1941.
Corr. 270/38.
HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to declare, under section 8 of the Bush Fires Act, 1937, that it shall be unlawful to set fire to the bush in the following Road Districts during the periods set out in the Schedule hereunder.

Portions of the Road Districts marked * have been declared Fire-Protected Areas, within which burning is not permitted at any time during the year, except by permission of the Minister, which must be obtained from the Forestry Department.

G. L. NEEDHAM,
Under Secretary for Lands.

Schedule.

Zone 3.—15th December, 1941, to 15th March, 1942 (inclusive)—Armadale-Kelmscott, Balingup, Everley (that portion of the road district lying west of the eastern boundary of the Goldfields Water Supply and Canning River Catchment Areas), Bunbury, Capel, *Collie, Darling Range, Dardaup, Drakesbrook, Greenbushes, Harvey, Marradong (that portion of the road district lying west of a point one mile west of the Bannister, Hotham, and Williams Rivers), *Mundaring, Murray, Preston, Serpentine-Jarrahdale, Sussex, Wandering (that portion of the road district lying west of the eastern boundary of the Canning River and Serpentine Catchment Areas), Wanneroo, York (that portion of the road district lying west of the eastern boundary of the Goldfields Water Supply and Canning River Catchment Areas).

Zone 4.—22nd December, 1941, to 1st March, 1942 (inclusive)—Albany, Augusta-Margaret River, Bridgetown, Denmark, Manjimup, Nannup.

Zone 5.—15th December, 1941, to 31st March, 1942 (inclusive)—Bassendean, Bayswater, Belmont Park, Canning, Fremantle, Gosnells, Melville, Mosman Park, Nedlands, Peppermint Grove, Perth, Rockingham, South Perth.

BUSH FIRES ACT, 1937.

Prohibition of Sale or Use of Wax Matches in certain Road Districts and Municipalities.

Department of Lands and Surveys,
Perth, 29th October, 1941.

Corres. No. 1707/38, Vol. 2.
IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor in Executive Council has, under the provisions of section 12 of the Bush Fires Act, 1937, prohibited the sale or use of wax matches and of any other matches which have wax or grease-coated cotton stems, within the boundaries of the city of Perth, and has prohibited the sale of such matches, except for use by miners, and has prohibited the use of such matches, except by miners while working in any mine and only in the course of mining operations, within the boundaries of the Municipal District of Collie and the Road Districts of Dundas, Esperance, Mullewa, Northampton, Phillips River, Westonia, and Yilgarn until this notice is revoked by a further notice published in the *Government Gazette*.

G. L. NEEDHAM,
Under Secretary for Lands.

CEMETERIES ACT, 1897.

Collie Public Cemetery—Alteration of Schedule A.

Department of Lands and Surveys,
Perth, 29th October, 1941.
Corr. 11/98.
HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve of Schedule A to the By-laws of the Collie Public Cemetery, as published in the *Government Gazette* of the 29th of May, 1925, being amended by the addition of the following item at the end of the Schedule, to take effect from the 29th day of May, 1925.

£ s. d.
For burials outside the usual hours . . . 0 10 6

G. L. NEEDHAM,
Under Secretary for Lands.

WITHDRAWAL NOTICE—PERTH LAND AGENCY.

Department of Lands and Surveys,
Corres. No. 1125/41. Perth, 29th October, 1941.
IT is hereby notified, for general information, that Fremantle Sub Lots 121 and 122 have been withdrawn from sale by public auction. (Plan Sub. 83.)

G. L. NEEDHAM,
Under Secretary for Lands.

Department of Lands and Surveys,
Perth, 29th October, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1939, of the following:—

Corr. 8919/03:—Cancellation of Reserve No. 8868 (Preston Agricultural Area Lot 275) "School Site." (Plan 414A/40, B1.)

Corres. No. 8310/98:—The boundaries of Reserve No. 6058 "School Site," at Wanneru, being amended to exclude Swan Location 4627 (as surveyed and shown on Diagram 50092), and of the area being reduced from 5 acres to 4 acres 3 roods 8 perches accordingly. (Plan 1A/40, B1.)

G. L. NEEDHAM,
Under Secretary for Lands.

THE LAND ACT, 1933-1939.

Denmark Road Board.

Amendment of By-laws for the Control and Management of Reserves.

Department of Lands and Surveys,
Perth, 29th October, 1941.

13305/10.
THE by-laws made under the provisions of section 34 of the Land Act, 1933-1939, by the Denmark Road Board, for the control and management of Reserves No. 12664, No. 16974, No. 20930, No. 12232, No. 17734, No. 17735, and No. 14528, as published in the *Government Gazette* on the 21st day of March, 1941, are amended by inserting in by-law 5 at the end of paragraph (a) thereof, after the words "per annum" the words "or part thereof."

Passed at a meeting of the Denmark Road Board this 10th day of February, 1941.

(Sgd.) W. J. MORGAN,
Secretary.

THE ROAD DISTRICTS ACT, 1919-1939.

Department of Lands and Surveys,
Perth, 31st October, 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:—

Albany.

L. & S. 5723/98; M.R. 820/39.

No. 992: Widening:—Portion of Kalgan Lot 35 and portion of Crown land bounded by lines commencing on the southern boundary of said lot 3 chains 21.1 links from its south-west corner and extending (as shown on O.P. No. 3499) 72deg. 35min. 5 chains 83.8 links; thence 242deg. 40min. 3 chains 56.8 links and 267deg. 25min. 2 chains 40.3 links along the northern side of the present road to the starting point. (Kalgan Townsite.)

13081/04. Bassendean.

No. 2203: Widening of part:—All that portion of Swan Location Q1 (as shown coloured brown on L.T.O. Plan 3262), bounded by lines commencing at the south-west corner of Lot 737 of said location and extending 90deg. 17min. 3 chains 31.6 links, 235deg. 2min. 41.1 links, 268deg. 27min. 2 chains 58.3 links, 229deg. 27min. 3 links; thence 312deg. 21min. 50.7 links to the starting point.

13.3p. being resumed from Swan Location Q1. (Plan 1D/20, NE.)

7192/23. Goomalling.

No. 3809: Extension:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 58999), leaving present road on the north boundary of Avon Location 12582 and extending west along part

of the north boundary of said location and along the north boundaries of Locations 9513, 5389, and 5390 to Road No. 9875 at the north-west corner of the last-mentioned location.

2.1p. being resumed from Avon Location 5390. (Plan 32B/40, E1.)

7192/23. Goomalling.

No. 7087: Widening:—Portion of Avon Location 4950 bounded by lines commencing at its south-western corner and extending (as shown on Diagram No. 59000), 4deg. 1min. 1 chain 27 links, along part of its western boundary; thence 120deg. 53min. 1 chain 32.6 links; thence 244deg. 29min. 1 chain 36 links, along the southern boundary of said location to the starting point.

12p. being resumed from Avon Location 4950. (Plan 32B/40, D2.)

1953/04. Mullewa.

No. 7586: Widening:—All that portion of land bounded by lines commencing on the east side of the present road 5 chains 73.2 links from the south-west corner of Kockatea Estate Lot 15 and extending (as shown on Diagram No. 52982) 359deg. 56min. 3 chains 80 links; thence 137deg. 47min. 5 chains 61.7 links; thence 275deg. 27min. 3 chains 78.9 links to the starting point. (Plan 156/80, D3.)

6402/24. Nungarin.

No. 7620: Extension:—A strip of land, one chain wide (widening along part of the northern boundary of Reserve No. 21942, as shown on Diagram No. 58761), leaving the terminus of the present road at the south-eastern corner of Avon Location 14190 and extending eastward along the northern boundaries of Reserve No. 21942 and Locations 20260 and 20052 to a surveyed road at the latter's north-eastern corner.

11.1p. being resumed from Avon Location 20260. (Plan 34/80, F2.)

5206/26. South Perth.

No. 7632: Pilgrim street (addition):—The whole of Lot 17 of Perth Suburban Lot 382 (as shown on Land Titles Office Plan No. 1631).

20.5p. being resumed from Perth Suburban Lot 382. (Plan South Perth.)

Cuballing.

L. & S. 3685/03; M.R. 70/39.

No. 8542: Widening:—Portion of the Great Southern Railway Reserve bounded by lines commencing on its eastern side at the intersection of the prolongation east of the north boundary of Williams Location 14 and extending (as shown on Diagram No. 44417) 268deg. 47min. 55.2 links; thence 5deg. 48min. 4 chains 57.1 links; thence southward along said side of the Railway Reserve to the starting point. (Plan 385A/40, C1.)

1686/39. Kununoppin-Trayning.

No. 10152:—A strip of land, one chain wide (widening at its terminus), leaving Road No. 8449 at the south-eastern corner of Avon Location 11872 and extending (as shown on Diagram No. 61028), north inside and along its east boundary to Road No. 2769 at its north-eastern corner.

30.9p. being resumed from Avon Location 20491.

10a. 0r. 17p. being resumed from Avon Location 11872. (Plan 34/80, B2.)

1641/39. Katanning.

No. 10171:—A strip of land, one chain wide (widening on part of the eastern boundary of Katanning Agricultural Area Lot 86, as shown on Diagram No. 60304), leaving Adam road at the north-east corner of said Lot 86 and extending south and south-eastward along its eastern boundary and south-westward along the south-eastern boundaries of Lot 78 and Reserves Nos. 20006 and 12400 to Ranford road at the south-west corner of Katanning A.A. Lot 66.

1r. 6.9p. being resumed from Katanning Agricultural Area Lot 86. (Plan 417A/40, A2.)

7385/22. Kojonup.

No. 10172:—A strip of land, one chain wide (widening at its commencement and terminus and at and near a north-east corner of Kojonup Location 5714), leaving

a surveyed road at the north-west corner of said location and extending east (as shown on Diagram No. 60311) inside and along the northernmost boundary of said location and inside and along part of the south boundary of Location 2033 to Road No. 7306 at the south-east corner of the latter location.

4a. 0r. 19p. being resumed from Kojonup Location 5714.

3a. 3r. 18.6p. being resumed from Kojonup Location 3572. (Plans 416A/40, C2, and 416B/40, D2.)

1629/30. Nungarin.

No. 10175:—A strip of land, one chain wide (widening in parts, as shown on Diagrams 58995 and 58988), leaving Road No. 9292 at the east corner of Avon Location 22472 and extending (as surveyed) north-westward along north-eastern boundaries of said location and Locations 22473, 14166, 14174, 14175, 21272, 23038, and 14178 to a surveyed road at the northern corner of the last-mentioned location.

2r. 29.6p. being resumed from Avon Location 14178. (Plan 34/80. E1. F1, & 2.)

1629/30. Nungarin.

No. 10176:—A strip of land, two chains wide (widening at its terminus, as shown on Diagram 58990), leaving a surveyed road at the north-east corner of Avon Location 14237 and extending (as surveyed) south along its east boundary to a surveyed road at its south-east corner.

7.7p. being resumed from Avon Location 14237. (Plan 34/80, E2.)

1959/37. Kojonup.

No. 10178: Deviation:—A strip of land, one chain wide, leaving the present road on the south boundary of Kojonup Location 5347 5 chains 22.7 links from its south-east corner and extending (as shown on Diagram No. 59623), eastward through said location and Location 5348 to rejoin the old road on the south boundary of the latter location.

3r. 3.2p. being resumed from Kojonup Location 5347.

1a. 0r. 37.7p. being resumed from Kojonup Location 5348. (Plan 415C/40, F3.)

1886/35. Mount Magnet.

No. 10183:—A strip of land, two chains wide, leaving Road No. 10035 at its intersection with the northern boundary of the Mt. Magnet Townsite and extending north-westward through Reserve No. 11342 to the eastern boundary of late Gold Mining Lease 1276M about 4 chains from its north-eastern corner; thence continuing north-westward through said late lease and late Lease 1264M and through existing Lease 1255M to the western boundary of the last-mentioned lease about 8 chains from its north-western corner; thence westward through late Lease 1367M to its western boundary; thence westward and north-westward through Reserves 11342, 12876, and 17329 to Road No. 9989 in the last-mentioned reserve. (Plans Mount Magnet and 186/80.)

101/41. Greenbushes.

No. 10193:—A strip of land, one chain wide, leaving Road No. 51 about 7 chains north-westward from the western corner of Reserve No. 8048 and extending north-eastward through Greenbushes State Forest and eastward along a southern boundary of Nelson Location 8752 and south-eastward through said location to its south-eastern boundary. (Plan 414C/40, E4.)

1629/30. Nungarin.

No. 10214:—A strip of land, one chain wide (widening as shown on Diagram 58987), leaving a surveyed road at the southern corner of Avon Location 14213 and extending (as surveyed) north-eastward along its south-eastern boundary and the south-eastern boundaries of Locations 22364, 14214, 14216, and 14215 to the north-east corner of the last-mentioned location. (Plan 35/80, A & B2.)

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.

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 nallet, is reserved to the Crown, subject to the provisions of clause 18 of the regulations.

SCHEDULE.

WEDNESDAY 5th NOVEMBER, 1941.

GERALDTON LAND AGENCY.

Victoria District (near Curara).

Corr. No. 4985/14. (Plans 156B/40, E2 and 156/80, E3.)

Location 4387, containing 38a. 1r. 24p., at 17s. per acre; classification page 20 of 10986/09; and Location 9611, containing 320a. 0r. 6p., at 13s. 3d. per acre; classification page 6 of 172/37; subject to payment for improvements; being F. Waldeck's forfeited Leases 34975/55 and 347/1356.

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

Corr. No. 1444/32. (Plan 156/80, AB1 and 2.)

Locations 6061 and 6092, containing 2,409a. 0r. 20p., at 3s. 6d. per acre; classification pages 8 and 9 of 1442/12; subject to exemption from road rates for two years from date of approval of application. This cancels the previous *Government Gazette* notice relating to this location.

KATANNING LAND AGENCY.

Kojonup District (about 14 miles south-east, of Kojonup).

Corr. No. 6998/20. (Plan 437B/40, D2.)

Location 5866, containing 909a., at 4s. 9d. per acre; classification page 28 of 6998/20; and Location 6881, containing 1,281a. 0r. 14p., at 2s. per acre; classification page 67 of 3329/21; subject to Agricultural Bank indebtedness; being B. J. Marshall's forfeited Leases 13346/68 and 14450/68.

NARROGIN LAND AGENCY.

Avon District (about nine miles east of Bullaring).

Corr. No. 1423/38. (Plan 377/80, D1.)

Location 19793, containing 1,082a. 1r. 4p., at 5s. per acre; classification page 19 of 5157/24; subject to payment for improvements; being R. Heal's forfeited Lease 348/905.

Roe District (north of Lake Carmody).

Corr. No. 1453/38. (Plan 375/80, E1.)
Location 1102, containing 1,014a. 3r. 10p., at 3s. 9d. per acre; Location 1103, containing 994a. 2r. 10p., at 4s. 9d. per acre; and Location 1410, containing 1,238a. 2r. 15p., at 5s. 9d. per acre; classifications pages 85, 84, and 46 of 315/28; subject to Agricultural Bank indebtedness; being W. H. Wright's forfeited Lease 348/880.

Roe District (about three miles south of Pederah).

Corr. No. 4794/30. (Plan 376/80, D and E2.)
Locations 1293 and 1903, containing 1,422a. 1r. 27p., at 6s. 6d. per acre; classification page 12 of 4794/30; subject to payment for improvements; being G. H. Boothey's forfeited Leases 68/3170 and 74/1303.

Williams District (about 12 miles north-east of Wickepin).

Corr. No. 11/29. (Plan 377D/40, B4.)
Location 11763, containing 623a. 0r. 29p., at 3s. per acre; classification page 5 of 11/29; subject to exemption from road rates for two years from date of approval of application; being F. W. G. Nix's forfeited Lease 68/1572.

NORTHAM LAND AGENCY.

Avon District (near Barbalin Siding).

Corr. No. 4164/22. (Plan 55/80, E3.)
Location 14377, containing 1,187a., at 5s. per acre; classification page 3 of 4164/22; and Location 14404, containing 758a., at 8s. per acre; classification page 15 of 1427/28; subject to Agricultural Bank and I.A.B. indebtedness, and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed. This cancels the previous *Government Gazette* notice relating to these locations.

Avon District (about eight miles north-east of Kwelkan).

Corr. No. 1632/38. (Plans 34/80, E1, and 55/80, E4.)
Location 15121, containing 3958a., at 2s. 9d. per acre; classification page 6 of 1211/27; subject to exemption from road rates for two years from date of approval of application; being G. G. H. Laverack's forfeited Lease 348/885.

Avon District (near Marshall Rock Siding).

Open under Part V. (secs. 47 and 49 only).
Corr. No. 7528/19. (Plan 55/80, C and D2.)
Location 18381, containing 803a. 0r. 18p., at 6s. per acre; classification page 12A of 7528/19; subject to Agricultural Bank indebtedness. This cancels the previous *Government Gazette* notice relating to this location.

Avon District (about eight miles west of Wogarl).

Corr. No. 2350/38. (Plan 5/80, B2.)
Location 19334, containing 1,814a., at 3s. 6d. per acre; classification page 6 of 452/15; subject to payment for improvements and to exemption from road rates for two years from date of approval of application; being B. L. Smith's forfeited Lease 347/2285.

Roe District (about 30 miles east of Naremben).

Corr. No. 4014/30. (Plan 6/80, A2 and 3.)
Location 237, containing 3,298a. 2r. 14p., at 2s. 9d. per acre; classification page 8 of 4025/25; subject to payment for improvements. This cancels the previous *Government Gazette* notice relating to this location.

Roe District (about 35 miles east of Naremben).

Corr. No. 2825/32. (Plan 6/80, B4.)
Location 265, containing 3,359a. 3r. 2p., at 2s. 9d. per acre; classification page 22 of 4025/25; subject to Agricultural Bank indebtedness. This cancels the previous *Government Gazette* notice relating to this location.

Victoria District (about nine miles east of Buntine).

Corr. No. 1099/40. (Plan 89/80, D1 and 2.)
Location 3689, containing 2,205a., at 4s. per acre; classification page 8 of 7049/20; subject to payment for improvements; being S. W. Anderton's cancelled application.

Victoria District (about 5½ miles south-west of Maya).

Corr. No. 3829/40. (Plan 89/80, A1.)
Location 5767, containing 818a. 2r. 8p., at 3s. 3d. per acre; classification page 6 of 2873/28; subject to exemption from road rates for two years from date of approval of application; being M. Cooper's forfeited Lease 347/2966.

Victoria District (about six miles east of Wubin).

Corr. No. 2931/28. (Plan 89/80, D and E2.)
Location 8501, containing 1,977a. 1r., at 2s. 3d. per acre; classification page 16 of 2931/28; subject to exemption from road rates for two years from date of approval of application. This cancels the previous *Government Gazette* notice relating to this location.

WAGIN LAND AGENCY.

Roe District (about 6½ miles south-west of Newdegate).

Corr. No. 1440/25. (Plans 388/80, B4, 406/80, B1.)
Locations 405 and 642, containing 1,496a. 0r. 30p., at 5s. 6d. per acre; classification page 25 of 1440/25; and Location 903, containing 854a. 2r. 19p., at 5s. 6d. per acre; classification page 7 of 3514/26; subject to Agricultural Bank indebtedness; being B. E. Moore's forfeited Leases 19109/68, 24501/74, and 21681/68.

WEDNESDAY, 12th NOVEMBER, 1941.

KATANNING LAND AGENCY.

Kojonup District (about 8½ miles south-east of Moornaming).

Corr. No. 4366/27. (Plan 417/80, F2.)
Locations 8465 and 6662, containing 300a., at 3s. 3d. per acre; classification page 46 of 12900/10; subject to payment for improvements, if any; being G. F. Hudson's forfeited Leases 22448/68 and 25832/74.

NARROGIN LAND AGENCY.

Williams District (about six miles north and north-east of Highbury).

Corr. No. 180/20. (Plans 385C/40, D3; 385D/40, C3.)
Location 5289, containing 100a., at 4s. 3d. per acre; Location 5989, containing 152a. 3r. 35p., at 4s. 6d. per acre; Locations 2045 and 1189, containing 460a., at 9s. 6d. per acre; classifications pages 74 and 75 of 180/20; subject to Agricultural Bank and Industries Assistance Board indebtedness and 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 a cropping and grazing lease, which expires 28/2/1942; being C. H. Hill's forfeited Leases 12510/68, 23409/74, and 36535/55.

Williams District (about 6½ miles north-west of Lake Grace).

Corr. No. 3268/19. (Plan 387/80, C2.)
Location 10171, containing 1,000a., at 6s. 6d. per acre; classification page 27 of 11768/09, Vol. 2; subject to Agricultural Bank indebtedness and to a cropping lease which expires 28/2/1942; being R. J. H. Sands' forfeited Lease 11194/68.

NORTHAM LAND AGENCY.

Ninghan District (about 7½ miles south of Jingymia Siding).

Corr. No. 577/36. (Plan 65/80, E4.)
Location 1141, containing 1,358a. 3r. 9p., at 4s. per acre; classification page 9 of 4612/26; subject to Agricultural Bank indebtedness. This cancels the previous *Government Gazette* notice relating to this location.

Ninghan District (about 12 miles west of Kokardine).

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

Corr. No. 3422/20. (Plans 56/80, F1; 55/80, A1.)

Location 1755, containing 718a., at 5s. 9d. per acre; classification page 35 of 8370/09; and Location 1754, containing 851a., at 7s. 3d. per acre; classification page 9 of 2824/20; subject to Agricultural Bank, Industries Assistance Board, and wire netting indebtedness, to a cropping lease which expires 28/2/1942, and to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed. This cancels the previous *Government Gazette* notice relating to these locations.

Ninghan District (about 10½ miles and 7½ miles south of Jingymia).

Corr. No. 4663/27. (Plans 65/80, E4 and F4; 56/80, E and F1.)

Location 2582, containing 3,007a. 3r. 37p., at 2s. 6d. per acre; classification page 16 of 4663/27; and Location 2818, containing 1,100a. 1r. 17p., at 3s. per acre; classification page 8 of 481/29; subject to payment for improvements, if any. This cancels the previous *Government Gazette* notice relating to these locations.

Roe District (about 25 miles east of Wogarl).

Corr. No. 304/27. (Plan 6/80, AB3.)

Location 238, containing 2,173a. 2r. 28p., at 4s. per acre; classification page 9 of 4025/25; subject to Agricultural Bank and wire netting indebtedness, and to rent of Rabbit-proof Fence, also subject to a grazing lease which expires 13/6/1942. This cancels the previous *Government Gazette* notice relating to this Location.

Roe District (about 30 miles east of Naremben).

Corr. No. 1743/28. (Plan 6/80, B4.)

Locations 254 and 1356, containing 2,303a. 2r. 35p., at 3s. 9d. per acre; classification page 20 of 4025/25; subject to Agricultural Bank indebtedness. This cancels the previous *Government Gazette* notice relating to these locations.

Roe District (about 30 miles east of Naremben).

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

Location 255, containing 2,723a. 2r. 27p., at 2s. 9d. per acre; classification page 21 of 4025/25; subject to payment for improvements. This cancels the previous *Government Gazette* notice relating to this location.

Victoria District (about 7½ miles north-east of Buntine).

Corr. No. 3189/25. (Plan 89/80, C & D1.)

Location 5546, containing 1,999a., at 5s. per acre; classification page 5 of 13714/10; subject to exemption from road rates for two years from date of approval of application; being M. J. Anderton's forfeited Lease 19405/68.

PERTH LAND AGENCY.

Jandakot A.A. District (about 4 miles north-east of Jandakot).

Open under Part V. (section 54.)

Corr. No. 518/38. (Plan 1D/20, S.E.)

Location 405, containing 9a. 0r. 2p., at 10s. per acre; classification page 5 of 1532/34; subject to timber conditions and to exemption from road rates for two years from date of approval of application; the full purchase money to be paid on application, or in such instalments as the Minister for Lands may direct; being R. W. Martin's cancelled application.

Peel Estate (about four miles west of Karnup).

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

Corr. 912/41. (Plan 341D/40, A and B4.)

Locations 600, 601, and 602, containing 410a. 3r. 34p.; purchase money:—£256 17s.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£5 15s. 7d.; to civilians, at 5 per

cent. p.a.—£6 8s. 5d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£7 3s. 3d.; to civilians, at 5 per cent. p.a.—£7 12s. 4d.; subject to the conditions applying to this Estate; these lots will only be approved to the applicant who satisfies the Land Board that he has the necessary experience and capital to successfully work the holding; being M. A. Voce's cancelled application.

Victoria District (about 7 miles east of Marchagee).

Corr. No. 990/41. (Plan 90/80, E2.)

Locations 7401 and 8433, containing 1,520a. 2r. 37p., at 3s. 3d. per acre; classification page 15 of 6550/20, and page 12 of 4722/26; subject to exemption from road rates for two years from date of approval of application. This cancels the previous *Government Gazette* notice relating to these locations.

WAGIN LAND AGENCY.

Williams District (about 7 miles north-west of Nippering).

Corr. No. 1674/25. (Plan 408A/40, A1.)

Locations 12674, 12670, and 11581, containing 190a. 1r. 22p., at 5s. 6d. per acre; classification page 71 of 1674/25; Location 12048, containing 398a. 3r. 8p., at 2s. per acre; classification page 3 of 7958/19, and Location 10637, containing 100a., at 9s. 6d. per acre, classification page 4 of 8148/11; subject to Agricultural Bank indebtedness and to a Cropping Lease which expires 28th February, 1943; Williams Location 12048 only is also subject to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; being R. Loveridge, Junior's forfeited Leases 19092/68, 24490/74, 12423/68, and 29889/55.

THURSDAY, 13th NOVEMBER, 1941.

BRIDGETOWN LAND AGENCY.

Sussex District (about 4 miles south of Vasse).

Corr. No. 798/34. (Plan 413C/40, D3.)

Location 2367, containing 147a. 1r. 5p., at 6s. 6d. per acre; classification page 4 of 997/33; subject to timber conditions and to exemption from road rates for two years from date of approval of application; being A. P. Moss's forfeited Lease 247/470.

Wellington District (near Goodwood).

Corr. No. 873/40. (Plan 414A/40, B2.)

Location 4484, containing 45a. 2r. 29p., at £1 per acre (excluding survey fee); classification page 12 of File 873/40; available to adjoining holders only.

WEDNESDAY, 19th NOVEMBER, 1941.

GERALDTON LAND AGENCY.

Kockatea Estate (about seven miles south-west of Wilroy).

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

Corr. 2332/28. (Plan 156/80, D3.)

Lot 4, containing 1,030a. 2r.; purchase money:—at 34s. 6d. per acre, £1,777 12s. 3d.; half-yearly instalments first five years, interest only:—to returned soldiers, at 4½ per cent. p.a.—£39 19s. 11d.; to civilians, at 5 per cent. p.a.—£44 8s. 10d.; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. p.a.—£49 11s. 1d.; to civilians, at 5 per cent. p.a.—£52 14s. 4d.; Victoria Location 8808:—Area 11 acres 31 perches, at £2 14s. 3d. per acre, including survey fee, to be worked in conjunction with Kockatea Estate Lot 4; purchase money payable in half-yearly instalments spread over 30 years; subject to Agricultural Bank indebtedness; the Crown grant for either holding will not be issued until all conditions in respect to both blocks are complied with. This land will only be approved to the applicant who satisfies the Land Board that he has the necessary experience and capital to successfully work the holding; being C. E. Kelly's forfeited Leases 20/2283 and 42676/55.

KATANNING LAND AGENCY.

Kojonup District (about 18 miles south-east of Muradup).

Corr. No. 6635/25. (Plan 437D/40, B3.)

Locations 8052, 3953, and 6473, containing 2,326a. 2r. 13p., at 4s. per acre as a whole; classifications pages 32, 36, and 37 of 6635/25; subject to Agricultural Bank indebtedness and to timber conditions and to the poison being eradicated to the satisfaction of the Minister for Lands before the Crown grant will issue; also subject to the Government retaining the right to resume for railway or other public purposes any land required, and no compensation to be given, except for the actual value of any improvements that may be resumed; being N. H. Dalton's forfeited Lease 20088/68.

PERTH LAND AGENCY.

Canning District (near Carmel).

Corr. No. 9691/06. (Plan 1C/40, D4.)

The area, containing about 10 acres, bounded on the north by Road No. 1480, on the east by Locations 376 and 630, on the south by Location 75, on the west by Location 918; available subject to survey, classification, and pricing; Reserve 10601 ("Timber") is hereby reduced.

Canning District (near Carilla).

Corr. No. 571/41. (Plan 1C/40.)

The area, containing about 5 acres, bounded by lines commencing at the south-western corner of Location 928 and extending south along part of the east boundary of Location 269 for a distance of about 9 chains; thence east about 5 chains; thence north about 11 chains to the southern boundary of Location 928 aforesaid; thence westward along said southern boundary to the starting point; available subject to survey, classification, and pricing.

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 5th NOVEMBER, 1941.

PERTH LAND AGENCY.

Kimberley Division.

Dampier District (east of Cape Betholet).

Corres. No. 445/34. (Plan 136/300.)

That area of unsurveyed land, containing about 25,000 acres, being R. S. Kirby's forfeited Pastoral Lease No. 396/401; subject to payment for improvements.

WEDNESDAY, 12th NOVEMBER, 1941.

PERTH LAND AGENCY.

Eucla Division.

Balladonia District (about 24½ miles south-west of Balladonia).

Corres. 359/41. (Plan 12/300.)

That area of unsurveyed land, containing about 16,243 acres, being K. Dimer's cancelled application for forfeited Pastoral Lease 1329/95, late N. Baesjou.

Kimberley Division.

Fitzroy District (about 20 miles south-east of Derby).

Corres. 480/41. (Plan 135/300.)

That area of unsurveyed land, containing about 130,399 acres, being C. J. Kelly's application.

Kimberley Division.

Fitzroy District (north of the Richeuda River).

Corres. 219/40. (Plan 134/300.)

That area of unsurveyed land, containing about 40,808 acres, being L. J. Coleman's forfeited Pastoral Lease 396/641.

North-West Division.

Lyons District (on the north of The Pink Hills).

Corres. 424/39. (Plan 78/300.)

That area of unsurveyed land, containing about 52,755 acres, being J. P. Fitzgerald's forfeited Pastoral Lease No. 394/1252.

G. L. NEEDHAM,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 29th October, 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 Albany.

4890/11.

DENMARK—Suburban for Cultivation, 156 (5a. 0r. 33p.) and 157 (4a. 3r. 6p.), £20 each.

Applications to be lodged at Kalgoorlie.

1573/17, Vol. 4.

KALGOORLIE—Town, 1717 (Lewis street), £20; 1960 (Wortley street), £15.

65/38.

KALGOORLIE—Town, 2045 (Whitlock street), £10.

2033/17.

SOUTH BOULDER—Town, F191 (Oroya street), £10; subject to payment for improvements, if purchased by other than the owner of same.

Applications to be lodged at Northam.

9044/08, Vol. 2.

BOLGART—Town, 119 (3r. 6.2p.), £5.

738/13.

KONDUT—Town 48 and 49, £15 each.

Applications to be lodged at Perth.

3392/15; Vol. 2.

CARMELO—Suburban for Cultivation, 96 (about 8a.), £50; available subject to survey.

1196/03.

FREMANTLE—Town, 1703, £70; 1698, £65; 1699, 1700, 1701, and 1702, £60 each; 1708, £55; 1704, £50; 1705, 1706, and 1707, £45 each.

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.

THE ROAD DISTRICTS ACT, 1919-1939.

WHEREAS the NORTHAM Road Board, by resolution passed at a meeting of the Board, held at Northam on or about the 29th day of September, 1938, resolved to open the road hereinafter described, that is to say:—

2961/15.

No. 33: Deviation:—A strip of land, one chain wide, leaving the present road at the north-eastern corner of Avon Location 9517; thence extending (as shown on O.P. No. 5067) southward through said location and Location 10233, and eastward through the latter location and through Location 596 and through location E to rejoin the old road in the last-mentioned location. (Plan 2A/40, C1.)

WHEREAS the PRESTON Road Board, by resolution passed at a meeting of the Board, held at Donnybrook on or about the 22nd day of April, 1939, resolved to open the road hereinafter described, that is to say:—

L. & S. 9066/98; M.R. 34/39.

No. 826:

Widening:—Portion of State Forest No. 26 bounded by lines commencing on the eastern side of the present road 59deg. 1 chain 2.5 links and 341deg. 53min. 1 chain 56.7 links from the south-eastern corner of

Wellington Location 1388 and extending (as shown on O.P. No. 5312) 341deg. 53min. 8 chains 34.1 links and 15deg. 33min. 8 chains 34.1 links along said side of the present road; thence 11deg. 8min. 8 chains 17.5 links and 166deg. 18min. 8 chains 17.4 links to the starting point.

Deviation:—A strip of land, one chain wide, leaving the present road on the eastern boundary of Wellington Location 1866 25 chains 40.1 links from its north-east corner and extending (as shown on O.P. No. 5312) south-eastward through said State Forest to rejoin the old road.

Portion of Wellington Location 1405 bounded by lines commencing on the western side of the present road 150deg. 49min. 3 chains 64.7 links and 118deg. 20min. 3 chains 52.1 links from the north corner of said location and extending (as shown on O.P. No. 5312) 118deg. 20min. 1 chain 37.7 links and 166deg. 16min. 4 chains 18.6 links along the western side of present road; thence 337deg. 26min. 3 chains 46.2 links and 330deg. 6min. 1 chain 76 links to the starting point.

Portion of State Forest No. 26 bounded by lines commencing on eastern side of present road at a point situate 150deg. 49min. 3 chains 64.7 links and 118deg. 20min. 6 chains 24.5 links from the north corner of Wellington Location 1405 and extending (as shown O.P. 5312) 152deg. 53min. 17 chains 66.2 links and 146deg. 42min. 9 chains 18.8 links; thence 324deg. 5min. 18 chains 99.2 links and 346deg. 16min. 8 chains 25.4 links along said side of present road to the starting point.

Portions of Wellington Locations 1405 and 3327 bounded by lines commencing on the eastern boundary of the former 3 chains 63.2 links from its south-eastern corner and extending (as shown on O.P. No. 5312) 120deg. 1min. 3 chains 63.2 links 180deg. 4 chains 83.3 links and 205deg. 49min. 2 chains 58.6 links,

along the western side of the present road; thence 4deg. 15min. 2 chains 51.2 links 353deg. 7min. 2 chains 78.2 links, and 333deg. 16min. 4 chains 15.7 links to the starting point.

Portion of State Forest No. 26 bounded by lines commencing on the eastern side of the present road at a point situate 180deg. 4 chains 83.3 links, 205deg. 49min. 2 chains 58.6 links, and 109deg. 11min. 1 chain 0.7 links from the north-east corner of Location 3327 and extending (as shown on said O.P.) 192deg. 33min. 4 chains 7.8 links; thence northward along the eastern side of the present road to the starting point. (Plan 411C/40, E4.)

And whereas His Excellency the Lieutenant-Governor, pursuant to section 17 of the Public Works Act, 1902-1939, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purpose of the said roads, and that plans of the said lands, might be inspected at the Department of Lands and Surveys, Perth.

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

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

Dated this 31st day of October, 1941.

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR PUBLIC WORKS.

Date of Notice.	Nature of Work.	Date and Time for Closing.	Where and when Conditions of Contract, etc., to be seen.
1941. Oct. 22	Kalgoorlie Hospital—Additions to Maternity Ward (9201)	(2.30 p.m. on Tuesday) 11th November ...	Contractors' Room, P.W.D., Perth, and at P.W.D., Kalgoorlie, on and after Tuesday, 28th October, 1941.
Oct. 22	Perth Hospital—Bituminous Roof Covering (9202)	11th November ...	Contractors' Room, P.W.D., Perth, on and after Tuesday, 28th October, 1941.
Oct. 29	Selkirk street (North Perth) School—Removal from Herne Hill (9203)	18th November ...	Contractors' Room, P.W.D., Perth, on and after Tuesday, the 4th November, 1941.
Oct. 29	Perth Hospital—Lino. Floor Covering (9204)	18th November ...	Contractors' Room, P.W.D., Perth, on and after Tuesday, the 4th November, 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.
Brookfield School	(2.30 p.m. on Tuesday) 18th November ...	P.W.D., Perth, and Katanning; Court House, Wagin.

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, 17th October, 1941.

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

TOWN PLANNING AND DEVELOPMENT ACT, 1928.

T.P. 282/30.

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has been pleased to appoint, under the provisions of the Town Planning and Development Act, 1928, A. E. Clare, J. B. Hawkins, and V. Steffanoni as Members of the Town Planning Board; the appointments to date from 4th November, 1941.

W. S. ANDREW,
Under Secretary for Works.

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 13th October, 1941, passed the following resolution:—That Lot 75, Forrest avenue, Bunbury, 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 November, 1941.

Dated the 17th day of October, 1941.

JOHN R. KNOTT,
Town Clerk.

And notified for public information.

D. L. DAVIDSON,
Chairman Town Planning Board.

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 776/40. Perth, 28th October, 1941.

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

Description of Proposed Works—Metropolitan Sewerage, Reticulation Area No. 13, Claremont.—12-inch, 9-inch, 6-inch, and 4-inch diameter pipe sewers, with manholes and all other apparatus connected therewith.

The Locality in which the Proposed Works will be Constructed:—Portion of the Claremont Municipality, between Alfred road and Lapsley road, and Ashton avenue and Davies road, as described hereunder, and as shown in green on Plan M.W.S.S. & D.D., W.A. No. 6653.

The Purposes for which the Proposed Works are to be Constructed:—To connect premises to the main sewer for drainage purposes.

The Area and the Parts of which are Intended to be Drained:—Commencing at a point in the centre of Alfred road opposite the centre of Ashton avenue, and proceeding south across Alfred road and along the centre

of Ashton avenue, to and across Location 2105, University Endowment, and to and across Royal avenue to the south boundary of Royal avenue; thence west along the south boundary of Royal avenue and its prolongation to the centre of Graylands road; thence south along the centre of Graylands road to a point opposite the south boundary of Lapsley road; thence west across Graylands road and along the south boundary of Lapsley road to its intersection with the west boundary of Davies road; thence north along the west boundary of Davies road and its prolongation to the centre of Alfred road; thence east along the centre of Alfred road to the point of commencement (as shown in Green on Plan M.W.S.S. & D.D., W.A. No. 6653).

The Times when and Places at which Plans, Sections, and Specifications may be Inspected.—At the Office of the Minister for Water Supply, Sewerage, and Drainage, The Barracks, St. George's place, Perth, for one month on and after the 31st day of October, 1941, between the hours of 10 a.m. and 3.30 p.m.

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

METROPOLITAN WATER SUPPLY, SEWERAGE,
AND DRAINAGE DEPARTMENT.

M.W.S. 93/33.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage, and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed and are now available for use in extension of Area No. 22, Subiaco, within the boundaries of the Subiaco Municipality:—

Commencing at a point at the centre of Nichols street and Cunningham terrace and proceeding south along the centre of Cunningham terrace to the centre of Cunningham terrace and Stubbs terrace; thence south-west along the centre of Stubbs terrace to the centre of Stubbs terrace and Lonnie street; thence west along the centre of Lonnie street to a point opposite the south-west corner of Lot 376, Lonnie street; thence north along the western boundaries of Lot 376, Lonnie street, and Lots 375, 374, and 373, new street, across Nash street and along the western boundary of Lot 384, Nash street, to the north corner of Lot 384, Nash street; thence north-east along the north-west boundary of Lot 406, Nichols street, across and to the centre of Nichols street; thence south-east along the centre of Nichols street to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., W.A. No. 6654.

The owners of properties situated within the boundaries of above area are hereby notified that such properties are capable of being connected to the sewer, and must therefore connect their premises to the sewers within thirty days from date of service of prescribed notice; and are also notified that sewerage rates will in accordance with the By-laws be enforced from 1st February, 1942, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st February, 1942, rates will be charged from date of connection.

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

Dated this 27th day of October, 1941, at the Office of the Department, St. George's place, Perth.

J. C. HUTCHINSON,
Under Secretary.

TRAFFIC ACT, 1919-1935.

P.W. 497/41.

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

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

Schedule.

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

1. The numerals and letters "8.45 a.m. and 9.15 a.m. and" in the first line of regulation 288 are deleted.

THE TRAFFIC ACT, 1919-1935.

Municipality of Narrogin—Traffic By-laws.

THE Council of the Municipality of Narrogin, pursuant to an Order in Council made under section 48 of the Traffic Act, 1919-1935, and in exercise of the power thereby conferred, hereby makes the following by-laws to regulate the standing of vehicles in the Municipality of Narrogin:—

1. Between the hours of 8 a.m. and 6 p.m., on Mondays to Thursdays, inclusive, and between the hours of 8 a.m. and 9 p.m. on Fridays, and between the hours of 8 a.m. and 12 noon on Saturdays, no person in charge of any vehicle shall cause or permit such vehicle to stand—

- (a) on the north side of Fortune street from Rowley street to a point 168 feet west of the intersection of Fortune street and Rowley street for a longer period than fifteen minutes;
- (b) on any portion of Federal street from Fortune street to Egerton street for a longer period than thirty minutes;
- (c) on the west side of Federal street from Fortune street to a point 90 feet south of the intersection of Fortune street and Federal street for a longer period than fifteen minutes;
- (d) on the east side of Federal street from Fortune street to a point 90 feet south of the intersection of Fortune street and Federal street for a longer period than thirty minutes.

Any person committing a breach of the foregoing by-laws shall on conviction be liable to a penalty of not exceeding twenty pounds or to imprisonment for not exceeding one month.

Passed by the Council of the Municipality of Narrogin on the 21st day of October, 1941.

J. P. MYERS,
Mayor.

W. L. ILLINGWORTH,
Acting Town Clerk.

MUNICIPAL CORPORATIONS ACT, 1906-1939.

Municipal Election.

Department of Public Works,
Perth, 28th October, 1941.

IT is hereby notified, for general information, in accordance with section 113 of the Municipal Corporations Act, that the following gentleman has been elected a member of the undermentioned Municipal Council, to fill the vacancy shown in the particulars hereunder:—

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

Guildford Municipal Council.

23/9/41; Shalders, Clarence Richard; —; draper; (a); C. C. Macauley; unopposed.

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

ROAD DISTRICTS ACT, 1919-1939.

Irwin Road Board.

By-law *re* the Appointment of Employees.

P.W. 2347/21.

THE Irwin Road Board, acting pursuant to section 204 (3) of the Road Districts Act, 1919-1939, hereby makes the following by-law:—

(1) The secretary or foreman of the Board is hereby authorised, acting for and on behalf of the Board, to employ any casual or weekly servant required by the Board in connection with any works, but shall report the fact of the employment of any such servant to the Board at its meeting next following such employment, and the Board shall be deemed to have ratified the employment of any such servant, and such employment may

be continued unless at such meeting the Board by resolution directs that the employment of the servant shall be discontinued.

(2) The authority given by this by-law shall be supplementary to and shall not derogate from the power of the chairman of the Board under section 214 (3) of the Road Districts Act, 1919-1939.

Passed by resolution of the Irwin Road Board on the 6th day of September, 1941.

N. W. CLARKSON,
Chairman.

F. HERBERT,
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 28th day of October, 1941.

(Sgd.) H. T. STITFOLD,
Clerk of the Council.

THE ROAD DISTRICTS ACT, 1919-1939.

Rockingham Road Board.

By-law *re* Appointment of Employees.

P.W. 221/41.

THE Rockingham Road Board, acting pursuant to section 204 (3) of the Road Districts Act, 1919-1939 hereby makes the following by-law:—

(1) The secretary of the Board is hereby authorised, acting for and on behalf of the Board, to employ any casual or weekly servant required by the Board in connection with any works, but shall report the fact of the employment of any such servant to the Board at its next meeting following such employment, and the Board shall be deemed to have ratified the employment of any such servant, and such employment may be continued unless at such meeting the Board by resolution directs that the employment of the servant shall be discontinued.

(2) The authority given by this by-law shall be supplementary to and shall not derogate from the power of the chairman of the Board under section 214 (3) of the Road Districts Act, 1919-1939.

Passed by resolution of the Rockingham Road Board at the meeting held on the 9th day of September, 1941.

F. W. CHURCHER,
Chairman.

G. E. BLACK,
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council the 15th day of October, 1941.

(Sgd.) H. T. STITFOLD,
Clerk of the Council.

THE ROAD DISTRICTS ACT, 1919-1939.

Yilgarn Road Board.

By-law *re* Appointment of Employees.

P.W. 1558/37.

THE Yilgarn Road Board acting pursuant to section 204 (3) of the Road District Act, 1919-1939, hereby makes the following by-law:—

(1) The secretary and/or foreman of the Board is hereby authorised, acting for and on behalf of the Board, to employ any casual or weekly servant required by the

Board in connection with any works, but shall report the fact of the employment of any such servant to the Board at its meeting next following such employment, and the Board shall be deemed to have ratified the employment of any such servant, and such employment may be continued unless at such meeting the Board by resolution directs that the employment of the servant shall be discontinued.

(2) The authority given by this by-law shall be supplementary to and shall not derogate from the power of the chairman of the Board under section 214 (3) of the Road Districts Act, 1919-1939.

The resolution adopting the foregoing by-law was passed by the Board at a meeting held on 12th day of September, 1941.

L. T. KELLY,
Chairman.

N. F. HAYNES,
Secretary.

15th September, 1941.

Approved—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 28th day of October, 1941.

(Sgd.) H. T. STITFOLD,
Clerk of the Council.

THE ROAD DISTRICTS ACT, 1919-1939.

Road Board Election.

Department of Public Works,
Perth, 29th October, 1941.

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

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

Dundas Road Board.

4/10/41; Spratt, William James; Dowak-Kumar; farmer; (c); R. E. Kerr; unopposed.

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

ROAD DISTRICTS ACT, 1919-1939.

Lake Grace District Road Board.

By-law regarding Discount on Rates.

P.W. 1179/27.

IN pursuance of the powers contained in section 204 of the Road Districts Act, 1919-1939, the Board of the Lake Grace Road District hereby make the undermentioned by-law:—

The Board may allow a discount, not exceeding five per centum, for prompt payment of rates, but so that such discount shall be allowed in respect of general rates only (not including supplemental rates), and shall not be allowed in respect of rates not paid on or before the 30th day of September of the year in which the rates have been imposed: Provided that the Minister, under special circumstances, may agree to an extension of time for a period not exceeding one month.

The by-law adopted on the 12th day of August, 1941, by the Lake Grace District Road Board.

D. L. ELLIOTT,
Chairman.

N. F. DYKE,
Secretary.

Recommended—

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

Approved by His Excellency the Lieutenant-Governor in Executive Council this 18th day of September, 1941.

(Sgd.) H. T. STITFOLD,
Clerk of the Council.

ROAD DISTRICTS ACT, 1919-1939.

Mt. Marshall Road Board.

Notice of Intention to Borrow.

Proposed Loan—No. 7.

NOTICE is hereby given that the Mt. Marshall Road Board proposes to borrow the sum of £1,125, for the purpose of liquidating the principal moneys owing under Loan No. 2.

The amount of £1,125 is proposed to be raised by the sale of debentures, repayable with interest by forty equal half-yearly instalments over a period of twenty years after the date of the issue thereof, in lieu of the formation of a sinking fund.

The debentures shall bear interest at £4 per centum per annum, payable half-yearly.

The amount of the said debentures and interest thereon is to be paid at the Commonwealth Bank of Australia, Perth.

L. K. HAMMOND,
Chairman.

H. V. HITCH,
Secretary.

NORTHAMPTON ROAD BOARD.

The Cattle Trespass, Fencing, and Impounding Act, 1882.

IN accordance with the above Act it is hereby notified that the Northampton Public Pound is situated on Lot 31½ and that H. Simmons is appointed Pound-keeper vice S. Standen (resigned).

C. F. FRASER,
Secretary.

ROCKINGHAM ROAD BOARD.

IT is hereby notified, for general information, that Mr. George Earleton Black has been appointed Traffic Inspector for the Rockingham Road Board.

Dated this 20th day of October, 1941.

F. W. CHURCHER,
Chairman.

ESPERANCE DISTRICT ROAD BOARD.

Notice.

J. R. LORD has been appointed Poundkeeper to the Esperance District Road Board in lieu of R. J. B. Douglas.

T. M. CHADWICK,
Secretary.

PUBLIC WORKS ACT, 1902-1933.

Coolgardie Inspector of Mines Quarters—Sale of Land.

P.W. 288/41; Ex. Co. 2049.

NOTICE is hereby given that His Excellency the Lieutenant-Governor under section 29 of the Public Works Act, 1902-1933, has authorised and caused to be sold by private contract all that land, being Coolgardie Lot 369, Reserve 4124, comprising 1 rood, such land not being now required for the purpose for which it was held, namely, Coolgardie Inspector of Mines Quarters.

Dated this 28th day of October, 1941.

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

ROAD DISTRICTS ACT, 1919-1933.

(Form 90.)

Notice of Presentation of Petition for Sale of Land for Non-payment of Rates.

In the Local Court at Wagin.

In the matter of the Road Districts Act, 1919-1933, and in the matter of an Application by the Road Board for Sale of Land for Unpaid Rates.

NOTICE is hereby given that a petition has been presented to the Local Court at Wagin by the West Arthur Road Board praying that the lands described in the Schedule to the petition may be ordered to be sold for non-payment of rates.

A copy of the said Schedule is hereunto attached: and notice is further given that Wednesday the 17th day of December, 1941, at ten o'clock in the forenoon, has been appointed as the time when the Magistrate will inquire at the said Court concerning the various matters mentioned in the said Schedule, and also whether all notices required by law to be given have been given.

Attention is directed to the following provision of the said Act:—

Rule 7, Third Schedule.—Any person who is an owner or ratepayer of any land proposed to be sold or taken possession of, or who is interested in the same as mortgagee or otherwise may, on filing an affidavit proving his title to attend under this rule (of the filing of which affidavit the Clerk shall give the Board notice), attend on the making of the inquiries; but if the Magistrate shall be of opinion that there was no substantial reason for his attendance, the Magistrate may order him to pay the costs occasioned thereby.

Dated the 24th day of October, 1941.

J. F. MORRIS,
Clerk of the Court.

THE SCHEDULE.

No.	Description of Land.	Reference to the Volume Folio of the Title to the Land if under the Transfer of Land Act, 1893.		The Name and Address of every Person in W.A. appearing on search in the Office of Titles and Registry of Deeds to have any Estate or Interest in the Land.	The Rates due to the Board and in Arrear on the Land.
		Fol.	Vol.		
1	Darkan Lot 38	...	...	Henry Thomas, of Bellevue terrace, Fremantle, butcher, as registered proprietor; Henry Thomas, of 81 Mandurah road, Fremantle, as owner	£ s. d. 2 11 7

COMMONWEALTH NATIONAL SECURITY ACT, 1939.

Department of Labour,
Perth.

Rules relating to the Provision in Western Australia of Emergency Reserve Stocks of certain Essential Commodities.

IN pursuance of the powers conferred by the Commonwealth Regulations, known as the National Security (Emergency Supplies) Regulations (Statutory Rules No. 60 of 1941), His Excellency the Lieutenant-Governor, by and with the advice of the Executive Council, doth make the following rules, that is to say:—

Short Title.

1. These rules may be cited as the Emergency Reserve Stocks Rules.

Interpretation.

2. In these rules, unless the contrary intention appears—
 - “Approved” means approved by the Minister.
 - “Committee” means the committee appointed under these rules under the name of the “Western Australian Emergency Reserve Stocks Committee.”
 - “Duly authorised” means authorised by the committee by writing under the hand of the chairman.
 - “Emergency stocks” means emergency stocks of prescribed goods.
 - “Government” means the Government for the time being of the State of Western Australia.
 - “Minister” means the Minister for Industrial Development or other Minister of the Crown charged for the time being with the administration of these rules.
 - “Prescribed goods” means any goods declared under regulation 7 of the regulations to be prescribed goods.
 - “Receiver” means a receiver appointed under these rules.
 - “Regulations” means the National Security (Emergency Supplies) Regulations, being statutory rules 1941, No. 60.
 - “Supplier” means any person (whether producer, manufacturer, merchant, miller, processor, importer, or agent or any other person whatsoever) engaged in wholesale trade with retailers.
 - “Treasurer” means the Treasurer of the State of Western Australia.

Emergency Reserve Stocks Committee.

3. (1) For the purpose of these rules there shall be a committee to be called the "Western Australian Emergency Reserve Stocks Committee."
- (2) The committee shall consist of five members, appointed by the Governor in Council.
- (3) Of the members of the committee—
- (a) two shall be appointed as representing the Government, one of whom shall be nominated by the Governor in Council as chairman;
 - (b) two shall be appointed as representing suppliers, one of whom shall represent producers and manufacturers, and the other shall represent merchants, millers, processors, importers, or agents engaged in wholesale trade with retailers;
 - (c) one shall be appointed as representing retailers.
- (4) Each member of the committee shall hold office for the term specified in the instrument of his appointment and shall be eligible for re-appointment.
- (5) The Governor in Council may remove any member of the committee from office.
- (6) In the event of a vacancy in the office of a member (however occurring) the Governor in Council may appoint a qualified person to fill the vacancy and the person so appointed shall hold office for the remainder of the term of the member in whose place he is appointed.

Proceedings of Committee.

4. (1) Three members of the committee shall form a quorum.
- (2) At any meeting of the committee the chairman, if present, shall preside, and in his absence the members present shall appoint one of their number to be chairman of and to preside at the meeting.
- (3) The chairman presiding at any meeting shall, in the event of an equal division of votes at the meeting, have a second or casting vote.
- (4) Subject to these rules the committee may regulate its own proceedings.

Expenses of Members.

5. The members of the committee shall respectively be entitled to be paid such remuneration by way of salary or allowance and such travelling expenses as the Minister determines.

Powers and Duties of Committee.

6. (1) The committee shall, subject to any orders or directions of the Minister, control the supply, distribution and storage of prescribed goods in Western Australia, and for that purpose may exercise the powers conferred upon it by these rules.
- (2) The committee shall have power to give such orders and directions and do such things as are necessary or expedient for carrying out the provisions of these rules.
- (3) The committee shall keep such records and registers in such form as it considers expedient for the most efficient administration of these rules.
- (4) The committee may give notices, orders, directions, and instructions and may make appointments in writing under the hand of the chairman, which shall be admissible in evidence in any proceedings under the regulations as proof of the matters therein contained or referred to.

Services of Officers and Employees of Public Service may be invoked.

7. (1) The committee may, with the approval of the Treasurer and the consent of the Minister administering the Government department concerned, make use of the services of any of the officers and employees of the public service in such department as inspectors and officers for the purposes of these rules.
- (2) Every inspector and officer appointed under these rules shall, before entering on his duties, sign a declaration of secrecy in accordance with any form required by the committee. An inspector or officer shall not, except in the course of his duty under these rules, directly or indirectly communicate or divulge any information relating to any matter which comes to his knowledge in consequence of his appointment or position.

Appointment of Receivers.

8. (1) The committee may, subject to the approval of the Minister, appoint any person, firm or company to be a receiver of emergency stocks of prescribed goods.
- (2) The appointment of a receiver under this rule may be terminated at any time by the committee with the approval of the Minister.

Provision of Emergency Stocks.

9. (1) The committee may, with the approval of the Minister, require any receiver to purchase from any approved supplier and to hold specified kinds or quantities of prescribed goods, or to store any such goods. On behalf of receivers unable to pay for prescribed goods ordered pursuant to any such requisition aforesaid the committee may make arrangements with the Minister and with suppliers and any bank or other institution for the provision of emergency stocks of prescribed goods, and with respect to the terms and conditions, including provision for meeting the cost thereof, on which those stocks shall be maintained by receivers.
- (2) The committee may, with the approval of the Minister, require any person to sell, supply or distribute any prescribed goods held or manufactured by him to any receiver at any place in such quantity at such time or otherwise as it may specify.

(3) The committee may, at its discretion, require any receiver to obtain and produce for the approval of the committee a sufficient policy of insurance covering all or any of the prescribed goods held or stored by the receiver.

Arrangements for Transport.

10. The committee may arrange for the transport to or from any person or place of any prescribed goods when such transport is deemed necessary.

Duties of Receivers.

11. A receiver shall comply with any order or direction made or given by the committee with respect to the purchase, storage and transport of prescribed goods, the maintenance of stocks of prescribed goods and the withdrawal, disposal or distribution thereof.

Provision of Storage Space.

12. (1) Every receiver shall—

- (a) provide some place (whether on or off the premises of the receiver) which, in the opinion of the committee is sufficient and satisfactory for a reserve store in which to store emergency stocks;
- (b) keep the emergency stocks safely, securely and soundly stored therein, separate from the trading stock and other goods (if any) of the receiver; and
- (c) take all necessary precautions to preserve the emergency stocks from destruction, loss, contamination and deterioration.

(2) If any receiver satisfies the committee that he is otherwise unable to procure a sufficient and satisfactory reserve store the committee may—

- (a) by notice in writing addressed to any person direct that person to make available to the receiver for the storage of emergency stocks the whole or any specified part of any storage space in any premises in the occupation or under the control of that person;
- (b) by notice in writing direct the receiver to erect or have erected premises of approved design, dimensions and materials for the purpose of a reserve store in which to store emergency stocks.

(3) Any receiver who is required to make storage space available or is directed to erect or have erected premises for the purpose of a reserve store, and any other person directed to make storage space available to a receiver as hereinbefore provided shall be entitled to be paid in respect thereof—

- (a) such sum as is mutually agreed upon;
- (b) in default of agreement such sum as is determined by the committee.

Any premises erected by the receiver by direction of the committee as aforesaid shall not become the property of the receiver but the committee may, at any time, dispose of the premises by sale or otherwise to the receiver or any other person, and may demolish or cause to be demolished such premises without any liability to compensate the receiver, except as hereinbefore provided, and except with respect to any damage which directly results to the receiver as the result of such demolition.

(4) Any person to whom any notice is given under this rule shall comply in all respects with the directions contained therein within the period specified therein.

(5) No person shall, without lawful excuse (the proof whereof shall be on him), enter upon or be on or in any reserve store or interfere therewith or with anything therein or with the use thereof.

Power to Obtain Information.

13. (1) Any duly authorised inspector or officer may require any person—

- (a) to furnish him with such information as he requires; or
- (b) to answer any question put to him

in relation to any matter arising under these rules.

(2) No person shall, when so required under this rule—

- (a) refuse or fail to furnish any information or to answer any question; or
- (b) give any information or make any answer which is false in any particular.

Power to Enter Premises and Inspect Documents.

14. (1) Any duly authorised inspector or officer may enter upon and search any premises, and inspect any documents, books, and papers, and may inspect and take samples of any stocks of prescribed goods.

(2) Any duly authorised inspector or officer may impound or retain any documents, books, and papers produced to him or inspected by him in pursuance of this rule, and may make copies or abstracts of those documents, books, and papers, or of any entries therein, but the person entitled to those documents, books, and papers, shall, in lieu thereof, be entitled, within a reasonable time, to a copy certified as correct by the inspector or officer so impounding or retaining.

Preventing duly authorised Inspector or Officer from entering Premises, etc.

15. No person shall prevent or attempt to prevent any duly authorised inspector or officer from entering upon any premises, or inspecting any documents, books, and papers, or inspecting or taking samples of any stocks of any prescribed goods, or from making copies or abstracts of any documents, books, and papers, or of any entries therein.

Committee may require Returns to be furnished.

16. (1) The committee may, by notice, require any person to furnish to it, or to any duly authorised officer, within a specified time and in a specified form, a return setting forth to the best of the person's knowledge and ability the following particulars, or such of them as are specified in the notice, namely:—

- (a) the quantity of any prescribed goods in his possession or under his control at a specified date;
- (b) the cost to that person of those goods;
- (c) the methods and principles in accordance with which he arrives at that cost;
- (d) such further particulars as are specified in the notice.

(2) Any return furnished by any person under this regulation shall, in any proceedings under the regulations, be admissible in evidence against that person.

(3) No person shall—

- (a) fail to comply with any of the requirements of any such notice; or
- (b) wilfully furnish any false or misleading return.

Power to take possession of Goods.

17. (1) The committee may, by notice in writing addressed to any person who has in his possession or under his control any prescribed goods, take possession of such goods or a specified quantity thereof.

(2) Upon the service of any such notice, such person and his agents and servants shall, without delay or obstruction, give immediate and peaceable possession of the goods or the specified quantity thereof to the committee or to any duly authorised person, or shall deliver the goods or the quantity thereof in accordance with any directions contained in such notice.

(3) The owners of the goods, or the specified quantity thereof, shall be entitled to be paid therefor by the committee—

- (a) at such price as is mutually agreed on; or
- (b) in default of agreement, at such price as is determined by the committee after hearing the parties concerned.

(4) In the event of any doubt or dispute as to the person entitled to receive payment for any goods of which possession is taken under this rule, or as to any charge thereon or claim in respect thereof, the committee, in default of agreement between the parties concerned, may pay the moneys into the Supreme Court of Western Australia, to abide such order as may be made thereby.

(5) Where possession of any prescribed goods has been taken under these rules, the Committee may store, sell, or otherwise dispose of the goods in such manner and upon such terms and conditions as it thinks fit.

Manufacture of Prescribed Goods.

18. The committee may, with the approval of the Minister, require any manufacturer of prescribed goods to manufacture or to continue or resume the manufacture within the limits of the means ordinarily available to him and as may be specified as to quantity, quality, time or otherwise of prescribed goods of every or any kind, or wholly or partly to discontinue such manufacture.

Sale, Use, or Consumption of Prescribed Goods may be Prohibited.

19. The committee may, by notice, prohibit the sale, use or consumption of prescribed goods of any kind in Western Australia or any particular part or area thereof.

Offences.

20. Any person who contravenes or fails to comply with any provision of these rules or any direction given by the committee or any duly authorised inspector, officer or person pursuant to these rules shall be guilty of a contravention of these rules.

Provision for Unforeseen Circumstances.

21. If in the administration of these rules circumstances arise which are not elsewhere provided for in these rules, the committee may, with the approval of the Minister, direct what is to be done in the circumstances.

Penalties.

22. These rules are promulgated under the National Security (Emergency Supplies) Regulations made under the National Security Act, 1939, by which it is provided that if any person contravenes or fails to comply with any of these rules he shall be liable, if the offence is prosecuted summarily, to a fine not exceeding one hundred pounds or imprisonment for a term not exceeding six months or both, or, if the offence is prosecuted upon indictment, to a fine of any amount or imprisonment for any term or both.

Dated the 25th day of June, 1941.

(Sgd.) S. S. FISHER,
Secretary for Labour.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 10 of 1941.

Between Wood Extract Industrial Union of Workers (South-West Land Division), W.A., Applicant, and Industrial Extracts, Ltd., Respondent.

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.—Term.

This Award shall apply for a period of one (1) year from its date.

2.—Area.

This Award shall have effect over that portion of the State of Western Australia comprised within the South-West Land Division thereof.

3.—Time and Wages Record.

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

(b) The time and wages record shall be open for inspection to a duly accredited official of the union at any time during the ordinary hours of duty at the employer's works, and such official shall be allowed to take necessary extracts therefrom.

4.—Representative Interviewing Workers.

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

5.—No Reduction.

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

6.—Hours.

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

(b) Where only one (1) shift is worked daily in the establishment, such shift shall be worked in the day-time between Monday and Saturday, inclusive, and no day's work shall exceed eight (8) hours Monday to Friday, inclusive, and four (4) hours on Saturday.

(c) Where only one (1) shift is worked daily in the establishment, lunch interval shall not exceed one (1) hour.

(d) Where more than one shift is worked daily, the working hours shall not exceed one hundred and thirty-two (132) in three (3) weeks, excluding Sundays.

(e) Where more than one shift is worked, crib time for shift workers shall not exceed twenty (20) minutes, and shall be taken in relays at such time as not to cause a stoppage of work, and no deduction shall be made therefor from the workers' wages.

(f) Where more than one (1) shift is worked daily in the establishment, such shifts shall rotate weekly.

(g) Subclauses (d), (e), and (f) of this clause shall not apply unless a worker is employed on shifts which rotate weekly.

7.—Overtime.

(a) Work performed beyond eight (8) hours (or beyond four (4) hours when a four-hour shift is worked) in any one day, shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Work performed on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day in connection with repairs to the employer's machinery which has broken down and caused a stoppage of operations, shall be paid for at the rate of time and a half.

(c) Work performed on Sunday on production shall be paid for at the rate of time and a half, except where a worker has completed his week's work of forty-four (44) hours and is required to continue working on Sunday, when double time rates shall be paid to such worker for the time so worked on such Sunday.

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

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

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

(g) When a worker is required for duty during any meal hour, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal. This subclause shall not apply to shift workers.

(h) Notwithstanding anything contained in the foregoing subclauses, a worker shall not be compelled to work for more than five (5) hours continuously without a break for a meal.

(i) Overtime on shift work shall be based on the rate of wage payable for shift work.

8.—Shift Work.

(a) All shifts, except in the case of a worker working a quick shift, shall be paid for at ordinary rates.

(b) Any worker working a quick shift shall be paid at the rate of one quarter time in addition to ordinary time.

(c) A quick shift shall mean a shift where a worker is brought on to work a full shift before having had at least eight (8) hours off.

(d) Where shifts do not rotate, one shilling (1s.) extra for adults and sixpence (6d.) extra for junior workers per shift shall be paid to afternoon and night shift workers.

(e) One shilling (1s.) for adults and sixpence (6d.) extra for junior workers per shift shall be paid to relief shift workers.

9.—Holidays.

(a) Twelve (12) paid holidays per annum shall be granted each worker after each twelve months' continuous service:

Provided always, that New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day and Boxing Day, or the days observed as such, shall be taken as they come as portion of the holidays. The balance of the six days shall be granted as annual leave, at the convenience of the employer, but shall in any event be taken within six months after becoming due.

(b) (i) Except when employed subject to the conditions of subclause (b) of clause 7 (Overtime), no worker shall be required to present himself for duty on any of the specially named holidays in subclause (a) of this clause.

(ii) If, in pursuance of this clause, a worker works on any of the specially named holidays, he shall, except as provided in subclause (b) of clause 7 be paid at the double time rates.

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

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

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

10.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half ($\frac{1}{2}$) day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six (6) days (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.

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

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

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

11.—Contract of Service.

(a) The contract of service of all workers, other than casual workers, shall be a weekly one, terminable by one week's notice on either side: Provided that for the first fortnight the contract of service shall be deemed to be a daily one, terminable by one day's notice on either side.

(b) The employer shall be under no obligation to pay any worker who of his own accord absents himself from his employment, unless such absence is due to sickness and comes under the provisions of clause (10) hereof, or such absence is on account of holidays to which the worker is entitled under the provisions of clause (9) hereof.

(c) This clause shall not affect the employer's right to summarily dismiss a worker for neglect of duty or misconduct and in such case wages shall be paid up to the time of dismissal only.

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent. Shortage of wood shall be regarded as a breakdown for the purpose of this subclause: Provided that a worker is given eight (8) hours' notice of such shortage.

12.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be in accordance with the Wages Schedule hereinafter appearing.

13.—Casual Workers.

(a) A minimum engagement of two (2) hours in any one day shall be given to any casual worker put on.

(b) Casual workers shall be paid at the rate of 10 per cent., in addition to the ordinary rate.

14.—Higher Duties.

A worker engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day shift. If employed for less than half of one day or shift he shall be paid the higher rate for the time so worked.

15.—Posting Award.

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

16.—General.

(a) Tools:—Workers shall be supplied by the employer with all necessary tools, implements, and plant.

(b) Gloves:—Suitable gloves shall, if required, be provided by the employer for workers engaged on bagging-off the finisher.

(c) Rubber boots:—Hoggermen shall each be provided with one (1) pair of rubber boots per annum.

(d) First-Aid Kit:—An adequate supply of ambulance material shall be kept, where workers covered by this Award are employed.

(e) Washing and sanitary conveniences:—The employer shall provide reasonable washing and sanitary conveniences.

17.—Board of Reference.

The Court appoints, for the purposes of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties.

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

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

(ii) classifying and fixing wages, rates, and conditions for any occupation or calling not specifically mentioned in the Award;

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

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

18.—Junior Workers.

(a) Junior workers may be employed in the proportion of one (1) junior to one (1) worker in receipt of the prescribed minimum rate of pay for an adult.

(b) No junior worker under sixteen (16) years of age shall be employed on afternoon or night shift.

(c) No junior worker under sixteen (16) years of age shall be employed in the leaching system or on the hogger machine.

19.—Definitions.

(a) "Evaporator and finisherman" shall mean a worker in charge of the process of evaporating and finishing, where finishing means all work in connection with the final process of manufacture of the product.

(b) "Hoggerman" shall mean a worker engaged in operating a hogger machine and who handles timber from the ramp to the machine.

(c) "Maintenance man" shall mean a worker engaged on general maintenance of the plant, but shall not include fitting or turning work.

(d) "Sharpener of hogger blades" shall mean a worker engaged in grinding and sharpening blades of hogger machine.

(e) "Vatman" shall mean a worker in charge of the filling of vats, the attention to conveyors (other than repairs to same) and the operation of the leaching system.

(f) "General hand" shall mean a worker who may be called upon to do work such as loading or unloading trucks or general labouring work in the mill, other than work which is classified in the Wages Schedule annexed hereto.

(g) "Casual worker" shall mean a worker employed for less than one week.

(h) "Vat emptier" shall mean a worker emptying vats.

20.—Junior Worker's Certificate.

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

(i) Name in full.

(ii) Age and date of birth.

This certificate shall be signed by the worker.

(b) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate. If any worker shall wilfully misstate his age on the above certificate, he alone shall be guilty of a breach of this Award.

21.—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.

22.—Special Provision.

If by reason of the calling up for Air Force, Naval, or Military Services of any adult worker employed under the terms of this Award competent labour to replace such workers who are called up for service is not available, liberty is reserved to the employer to apply to the Court at any time for a review of the operation of clause 18 (Junior workers (Male)).

Schedule of Wages.

	Within a 15-mile radius from the G.P.O., Perth.		Outside a 15-mile radius from the G.P.O., Perth, but within the South-West Land Division.	
	Per Week.	Per Week.	Per Week.	Per Week.
	£	s. d.	£	s. d.
(a) Basic wage—Adult males	4	10 5	4	10 10
(b) Adults (Boddington works):—				Margin per Week.
Evaporator and finisherman				s. d.
Hoggerman				12 0
Maintenance man				11 0
Sharpener of hogger blades				6 0
Vatman				6 0
General hand				12 0
Vat emptier				—
Leading hoggerman placed in charge by the employer shall be paid an extra 1s. per day.				—
(c) Adults (Belmont works):—				Margin per Week.
Evaporator and finisherman, who in addition to those duties attends to the leaching system				s. d.
(but where this worker is placed in charge by the employer he shall be paid ninepence (9d.) per shift extra (afternoon and night-shifts only)).				12 0
Hoggerman				11 0
Maintenance man who also sharpens hogger blades				6 0
General hands				—
(d) Junior Workers (male):—				Per cent. of Male Basic Wage.
Up to 16 years of age				25
16 to 17 years of age				35
17 to 18 years of age				60
18 to 19 years of age				70
19 to 20 years of age				85
20 to 21 years of age				90

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 1st day of October, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 1st day of October, 1941.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 16 of 1941.)

Between Goldfields Bread Carters' Industrial Union of Workers, Applicant, and Kalgoorlie and Boulder Master Bakers' Industrial Union of Employers, and E. Pilkadarus, D. Messer, and W. T. Anderson, 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 all persons employed in the delivery or conveyance of bread.

2.—Area.

This Award shall apply to the locality comprised within a radius of eight (8) miles from the Kalgoorlie Post Office.

3.—Wages.

(1) The minimum rate of wages payable to workers under this Award shall be:—

(a) Basic wage—£5 5s. 7d. per week.

(b) Margin per week over the basic wage:—

(i) Bread-carters in charge of motor

vehicles 15 0

(ii) All other bread-carters 12 6

(2) Bread-carters who are required in any week to collect moneys and account for them as part of their duties are to be paid one shilling (1s.) a week in addition to the rates beforementioned.

(3) Casual hands shall be paid two shillings (2s.) per day in excess of the rates prescribed for weekly hands. The minimum payment to a casual hand shall be for three (3) hours in any one day.

4.—Hours.

(a) Forty-eight (48) hours shall constitute a week's work, inclusive of the time necessary for stabling and loading, but exclusive of the meal time as provided by clause 7 hereof.

(b) Provided that in any week where there are one or more holidays, the weekly hours shall be reduced by the number of ordinary working hours the worker would have been required to work on the holiday or holidays had such day or days not been holidays.

(c) Any hours worked on any day to make up the hours of duty in any week shall, subject to the meal hour as provided for in clause 7 hereof, be worked in a continuous shift.

5.—Overtime.

(a) For all time of duty in excess of the hours prescribed by clause 4, or where the hours exceed eight (8) in any one day, payment shall be made at the rate of time and a half.

(b) All overtime shall stand alone and be paid for in addition to the ordinary wage.

6.—Holidays.

(a) All bread-carters shall be given one (1) week's annual leave of absence on full pay after the expiration of twelve months' service; such leave shall be given to and taken by the worker within three (3) months of becoming due. Where the engagement of any worker is terminated before the expiration of twelve months from the date of commencement or after any period of service from the date on which his previous annual holidays became due, he shall be paid, in lieu of holidays, in proportion to the length of his service.

(b) In addition to the annual leave prescribed in sub-clause (a) hereof, all bread-carters shall be granted a holiday on full pay on the days observed generally as New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Kalgoorlie Cup Day, and Boulder Cup Day, in alternate years, Christmas Day, Boxing Day, and the day observed as Operative Bakers' Picnic Day. In the event of the Operative Bakers' Picnic Day in any year being held on a Cup Day, this clause shall be read and construed to mean that in that year bread-carters shall be granted a paid holiday on both Kalgoorlie and Boulder Cup Days but not Operative Bakers' Picnic Day in addition.

All work performed on any of the holidays aforesaid shall be paid for at the rate of double time, with a minimum payment of four (4) hours on any one day.

(c) 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 17, shall not count for the purpose of determining his right to holidays.

7.—Meal Time.

All bread-carters shall have a break of one (1) hour for a meal, between the hours of 11 a.m. and 1 p.m., on all days of the week.

8.—Board and Lodging.

Except in the case of parent and son, a worker shall not board or lodge with his employer or on his premises.

9.—Shortages.

A bread-carter shall not be held responsible for shortage in cash or bread unless notified within twenty-four (24) hours of such shortage appearing on the face of his books.

10.—Time Book.

Each employer shall provide a time and wages book, to be kept in a place where it is easily accessible to both the employer and the worker. Such book shall show the name of the worker, the time he starts and finishes work each day, the number of hours worked by and the wages and overtime paid to each worker, and his signature for same. The employer and the worker shall be severally responsible for the proper posting of such book daily. Such book shall be open during working hours to inspection by the secretary of the union or any other person authorised in writing by him.

11.—Sunday Work.

Sunday work shall consist of attendance on horses only. All time worked on Sundays shall stand alone and be paid for at the rate of time and a half.

12.—Commencing and Finishing Times.

The day's work shall be deemed to commence at the time the bread-carter arrives at his employer's premises and to terminate when he finally leaves them for the day, but the hour of commencing shall not be before 6 a.m. on any day except Saturday, when the hour of commencing shall not be before 5 a.m.

13.—Pay Day.

All wages shall be paid weekly by cash or open cheque.

14.—Termination of Employment.

One week's notice at any time on either side shall be given for the termination of employment.

15.—Preference of Employment.

(a) In this clause the term "unionist" means a worker who is a member of the Goldfields Bread-carters' Industrial Union of Workers, and the term "non-unionist" means a worker who is not a member of the Goldfields Bread-carters' Industrial Union of Workers.

(b) Unionists shall be given preference of employment and an employer who employs a non-unionist commits a breach of this Award, if, during such employment there are unionists competent to do the work and available and ready to perform it.

(c) It shall not be a breach of the clause for an employer to continue to employ a non-unionist who was in his employ at the date of this Award, but the employment of the non-unionist shall cease not later than twenty-one (21) days from such date, unless in the meantime he becomes a unionist.

(d) If any employment subsist or continue to subsist in breach of this clause, both the employer and the worker concerned shall be liable to a penalty for the breach.

16.—Learning a Round.

An employer shall be permitted to reduce the prescribed wage by fifty per cent. (50%) whilst a worker is learning a round.

17.—Payment for Sickness.

(a) A worker, other than a casual hand, 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.

18.—Renovations.

The worker shall, once a fortnight in his own time, keep clean the harness and cart.

19.—General Conditions.

(a) A copy of this Award shall be kept in a place where the industry is being carried on, where it is easily accessible to the workers.

(b) Employers shall notify their workers on the working day immediately preceding a holiday, as prescribed by clause 6 (b), if their services are required next day. Failing such notice, the worker shall be entitled to take the holiday and to receive a full week's wage.

20.—Definitions.

A "casual hand" shall mean a worker engaged as such, whose contract of service shall be an hourly one, terminable at any time without notice.

A "Bread-carter" shall mean and include any person employed delivering or conveying bread anywhere other than at the shop or bakehouse of his employer.

21.—Term.

The term of this Award shall be for three (3) years as from midnight, 5th October, 1941.

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 1st day of October, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 1st day of October, 1941.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 230 of 1941.)

In the matter of an Award made on the 23rd day of December, 1935, Numbered 24 of 1935, between Motor Service Station Attendants' Union of Workers, Perth, Applicant, and Sydney Atkinson Motors, Ltd., J. A. Jane, Ltd., and others, Respondents, and in the matter of an Application by the respondents for amendment of the said Award.

HAVING heard Mr. G. F. Gill on behalf of the applicants, and Mr. E. Phillips on behalf of the union, and by consent, the Court hereby Orders and Declares that Award Numbered 24 of 1935 made on the 23rd day of December, 1935, is hereby amended so as to read as follows.—

1.—Scope.

This Award shall apply to all workers employed in—

- (a) the retail selling of petrol and/or oil;
- (b) washing and/or cleaning and/or polishing and/or greasing motor vehicles, sweeping up, and/or cleaning and/or tidying up the employer's premises;
- (c) changing tyres and/or tyre inflating and/or tube patching and/or wheel changing and/or lamp globe changing and/or servicing motor vehicles, where no mechanical knowledge is required;
- (d) car parking in service stations and/or places where a fee for same is charged.

Provided that females shall not be allowed to grease motor vehicles or to change tyres or wheels.

2.—Area.

This Award shall apply to the South-West Land Division of the State of Western Australia and to the area comprised within twenty-six miles radius of the Town Hall, Kalgoorlie.

3.—Term.

This Award shall come into operation from the date hereof and shall remain in force for a period of six (6) months.

4.—Wages.

	Per Week.
	£ s. d.
(1) Basic wage:—	
(a) Within a 15-mile radius from the G.P.O., Perth—	
(i) Adult males	4 10 5
(ii) Adult females	2 8 10
(b) South-West Land Division, excluding the area covered by (a)—	
(i) Adult males	4 10 10
(ii) Adult females	2 9 1
(c) Goldfields area and rest of State—	
(i) Adult males	5 5 7
(ii) Adult females	2 17 0
(2) The minimum rate of wage payable to all workers covered by this Award shall be:—	

	Margin Per Week.
(a) Adult males	Nil.
(b) Adult females	Nil

	% of Male Basic Wage.
(c) Junior Workers (male)—	
Under 16 years of age	23
16 to 17 years of age	30
17 to 18 years of age	38
18 to 19 years of age	51
19 to 20 years of age	64
20 to 21 years of age	82

	% of female Basic Wage.
(d) Junior workers (female)—	
17 to 18 years of age	46
18 to 19 years of age	61
19 to 20 years of age	76
20 to 21 years of age	88

5.—Casual Workers.

(a) A casual worker shall mean a worker who is employed for less than six (6) days and who may be discharged or leave the employer's service at any time without notice.

(b) A casual worker shall be paid ten per cent. (10%) in addition to the ordinary rate prescribed.

6.—Living-in, Boarding, Etc.

(a) Where a male worker is required to sleep on the employer's place of business, he shall be provided, free of charge, with reasonable accommodation.

Time spent by such worker in sleep on the employer's place of business shall not be regarded as time of duty to be paid for. He shall, if "called out," attend to the requirements of any late customer without any extra pay: Provided that, for all "calls out" in excess of five (5) in any one week, ten (10) minutes for each call shall be allowed and paid for at the rate of time and a half.

Should any dispute arise as to the sleeping accommodation provided for male workers, same shall be referred to the Board of Reference for decision.

No female, except in the case of members of the employer's family, shall be permitted to sleep on the employer's place of business.

(b) Except in the case of members of the employer's family, no worker shall be permitted to board with his employer, except by permission in writing of the union.

7.—Hours.

(a) (i) Male workers—Except as provided in clause (6):—(a) forty-eight (48) hours shall constitute a week's work, which may, subject to subclause (e) of this clause, be worked in seven (7) days.

(ii) Female workers:—Forty-four (44) hours shall constitute a week's work, to be worked in seven (7) days between the hours of 7 a.m. and 7 p.m.: Provided that the finishing time may be extended, if necessary, by agreement in writing between the employer and the union.

(b) The spread of shift for each worker shall not exceed twelve (12) hours.

(c) The daily hours of work may be divided into three (3) periods of work.

(d) Subject to clause 6, the minimum period of work to be paid for shall not be less than two (2) hours.

(e) On two days in any one week the employer shall be entitled to work the worker up to but not exceeding twelve (12) hours on each of these two days, and if the provisions of this subclause are availed of by working the worker for more than ten hours on one or both of the two days, such worker shall be allowed one full day off during that week on full pay.

8.—Overtime.

Except as provided in clause 7 (e), all work performed beyond nine (9) hours on any one day, or beyond forty-eight (48) hours in the case of male workers and forty-four (44) hours in the case of females, in any one week, shall be paid for at the rate of time and a quarter for the first two hours and time and a half thereafter.

Should overtime become payable on account of a relieving worker coming on duty late, the employer shall be entitled to make a deduction from the relieving worker's pay for the time that such worker was absent from duty.

9.—Roster.

A roster of the working hours shall be exhibited in each establishment, in such a place as it may be conveniently and readily seen by each worker concerned. Such roster shall denote the hours to be worked by each worker and shall be open for inspection on the premises of the employer by a duly accredited representative of the union, at any reasonable time during working hours. Such roster shall be drawn up in such a manner as to show the hours of each worker for one day in advance, 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.

10.—Holidays.

(a) All workers shall be given two (2) weeks' leave of absence on full pay, after the expiration of each twelve (12) months' service. Such leave shall be given to and taken by the worker within three (3) months of becoming due. Where the engagement of any worker to which this subclause applies is terminated after one (1) month's continuous service, or after any period of continuous service, from the date on

which the previous annual holidays became due, he shall be paid in lieu of holidays, in proportion to the length of his service.

(b) Alternatively, at the option of the employer, the following days, or the days observed in lieu, may be granted as paid holidays, namely—New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day, and, if such days are granted, they shall be deducted from the two weeks' annual leave above referred to.

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

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

11.—Time and Wages Book.

Each employer shall provide a Time and Wages Book, to be kept in a place where it is easily accessible to both the employer and the worker. Such book shall show the name of the worker, his occupation and age, if under 21 years of age, the time he starts and finishes each period of work each day, the number of hours worked by and the wages and overtime paid to each worker, and the worker's signature for same.

The employer and the worker shall be severally responsible for the proper posting of such book daily. Such book shall be open for inspection by the secretary-treasurer or any other person authorised by him between 9 a.m. and 5 p.m., Monday to Friday, inclusive; and 9 a.m. to 12 noon on Saturday: Provided that an employer may, at his option, in lieu of a time book, provide a mechanical clock for the purpose of recording the starting and finishing times of workers, in which case a record of the number of hours worked each day by each worker and the wages and overtime paid to such worker shall be entered on a card or check (used in connection with such clock), which shall be signed by the worker on receipt of wages each week.

The employer and the worker shall be severally responsible for the correct keeping of such card or check, which shall be open for inspection in the same manner as the Time and Wages Book before-mentioned.

12.—General.

(a) A copy of this Award shall be kept by each employer where the industry is carried on, where it is easily accessible to the workers.

(b) The employment of females under seventeen (17) years of age is hereby prohibited.

(c) The employer shall provide a wash-basin and towels for the employees' use, free of charge.

(d) All wages shall be paid at least weekly, and no employer shall hold more than two (2) days' wages in hand.

(e) Three (3) junior workers may be employed before an adult is employed; thereafter two (2) additional junior workers may be employed under this Award.

(f) Notices:—The secretary-treasurer of the union may post notices relating to union business at the place where the copy of the Award is posted.

(g) The contract of service shall be on a weekly basis: provided that one day's notice of the termination of service may be given on either side. Such day's notice cannot be continued from day to day.

(h) A worker other than a casual worker shall be entitled to payment for non-attendance, on the ground of personal ill-health, for one half day for each completed month of service: Provided that payment for absence through such ill-health shall be limited to six 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.

(i) Time allowed for meals shall be mutually arranged between the employer and the worker: Provided that no deduction from the daily hours of work shall be made for the time occupied by any worker in having a meal, if such meal is partaken on the employer's premises.

13.—Junior Worker's Certificate.

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

(1) Name in full.

(2) Age and date of birth.

(a) The certificate shall be signed by the worker.

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

14.—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.

15.—Board of Reference.

The Court may appoint, for the purpose of this Award, a Board of Reference.

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

There are assigned to the Board, in the event of no agreement being arrived at between the parties to this Award, the functions of:—

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

(b) Deciding any other matter that the Court may refer to the Board from time to time.

Dated at Perth this 1st day of October, 1941.

By the Court,

(Sgd.) WALTER DWYER,
President.

[L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 19 of 1941.)

Between West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, Applicant, and Foggitt, Jones Pty., Ltd.; Watson's Supply Stores, and D. Bantock's, Limited, 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 operate over an area comprised within a radius of thirty (30) miles from the General Post Office in the City of Perth.

2.—Term.

This Award shall operate for a period of three (3) years from midnight on the 12th day of October, 1941: Provided that at any time after the expiration of twelve months from its date, application may be made to the Court for alteration, revision, or amendment by any party or person affected by its provision.

3.—Copy of the Award.

A copy of this Award shall be kept by each employer in each store, factory, or abattoir, in some position accessible to all workers.

4.—Mixed Functions.

Any worker called upon to do or performing any work that carries a higher rate of wage shall be paid such higher rate for that day.

5.—Weekly Hands.

The employment shall be weekly and a week's notice shall be given on either side to terminate the engagement, or a week's wages paid in lieu of same; such notice may be given before 12 o'clock noon on any day.

Provided that nothing in this clause shall prevent an employer summarily dismissing a worker for misconduct or dereliction of duty.

6.—Casual Workers.

(a) "Casual worker" shall mean a worker engaged for less than one (1) week.

(b) Casual workers shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed for the class of work performed.

7.—Holidays.

(a) All workers (other than casual workers) shall be entitled to the following seven (7) days holiday (or the days observed in lieu) without deduction of pay:—New Year's Day, Good Friday, Easter Monday, Labour Day, Butchers' Picnic Day, Christmas Day, and Boxing Day.

(b) In addition to the foregoing seven (7) days, an annual holiday of five (5) days shall be granted to each worker, without deduction of pay, on completion of each year of service. Such annual leave shall be taken at the convenience of the employer within four (4) months of becoming due.

(c) When a worker is entitled to annual leave under this clause, he shall receive at least seven (7) clear days' notice from his employer of the date when it will be convenient to the employer that such worker shall take his annual leave.

(d) When a worker, who is due for annual leave, desires to have an additional day's holiday added to such annual leave, he shall be allowed to do so, in which case the employer shall have the right to decide which of the following alternatives shall apply:—

- (i) That the extra day shall be without pay, or;
- (ii) That the extra day shall be paid for by the employer on condition that such worker may in return be employed by the employer on overtime not exceeding six (6) hours without any payment.

(e) When a worker desires to absent himself from work on Easter Saturday, he shall be allowed to do so, in which case the employer shall have the right to decide which of the following alternatives shall apply:—

- (i) That Easter Saturday, if taken as an extra holiday, shall be without pay, or;
- (ii) That Easter Saturday, if taken as an extra holiday, shall be paid for by the employer on condition that such worker may in return be employed on overtime not exceeding four (4) hours without any payment for same, in the week immediately preceding or following the Easter Saturday so taken as an extra holiday.

8.—Pro rata Holiday Pay.

(a) A worker who has not completed twelve months' service shall be paid holiday pay in lieu of annual leave at the rate of 1/52nd part of his weekly wage for every week employed.

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

(c) Where a worker is dismissed for misconduct, or where a worker illegally severs his contract of service, he will not be entitled to the benefits of the provisions of this clause.

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

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

9.—Board of Reference.

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

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

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

10.—Hours.

(a) Forty-four (44) hours shall constitute a week's work for all workers (except yardmen, whose hours of duty shall not exceed forty-six (46) in any one week). The week's work for workers working forty-four (44) hours may be worked in five (5) or five and one-half (5½) days at the option of the employer. The day's work for such workers shall not exceed:—

(i) Where a five (5) day week is worked:—Eight hours, forty-eight minutes, Monday to Friday inclusive.

(ii) Where a five and one-half (5½) day week is worked:—Eight (8) hours, Monday to Friday inclusive, and four (4) hours on Saturday; these daily hours to be worked in a continuous shift.

(b) The lunch interval shall not exceed one (1) hour and shall be taken between 12 o'clock noon and 2.0 p.m.

(c) Meal times for workers engaged in loading trains for boats shall be elastic, as may be mutually arranged, when necessary, in order to facilitate the loading and despatch of trains.

11.—Starting and Finishing Times.

(a) The starting time Monday to Saturday, inclusive, shall be not earlier than 7.0 a.m.

The finishing time, Monday to Friday, inclusive, shall be not later than 5.15 p.m. and 12 o'clock noon on Saturday.

(b) The starting and finishing times for yardmen and stockmen shall be mutually arranged over seven days of the week: Provided that no work on Sunday shall exceed two (2) hours without payment of overtime.

The union shall be notified of such arrangements.

12.—Overtime.

(a) Subject to the provisions of clause (7) subclause (d) (ii) and (e) (ii), all work performed beyond forty-four (44) hours in any one week (or, in the case of yardmen or stockmen, beyond forty-six (46) hours in any one week), or before the usual starting time, or after the usual finishing time, or beyond the hours of duty prescribed in clause (10) (a) shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) All work performed by workers (other than yardmen or stockmen) on Saturday after 12 noon, Sunday, or the holidays prescribed in clause (7) (a) shall be paid for at the rate of double time, with a minimum payment as for two (2) hours.

(c) Yardmen and stockmen called upon to work more than two (2) hours on Sunday shall be paid overtime at the rate of double time for the extra time so worked.

(d) Workers called upon to work through the meal interval shall be paid at the rate of double time until such time as the meal interval is taken.

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

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 in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

14.—First-Aid.

Each employer shall keep at his shop, factory, or abattoir or at each if more than one, a first-aid equipment, fully stocked, for the use of the workers.

15.—Junior Worker's Certificate.

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

- (i) Name in full;
- (ii) Age and date of birth.

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. If any junior worker shall wilfully misstate his age in the above certificate, he alone shall be guilty of a breach of this Award.

16.—Proportion of Junior Workers.

Junior workers may be employed in the proportion of one (1) junior worker to every three (3) or fraction of three (3) (not being less than one (1)) fully paid workers.

17.—Time and Wages Record.

(a) The employer shall provide a time record, to be kept where the worker or workers usually commence work, in which each worker shall enter his starting and finishing times each day.

(b) The employer shall keep a record showing:—

- (a) the name of each worker;
- (b) the occupation of each worker;
- (c) the time worked by each worker;
- (d) the wages and overtime paid therefor;
- (e) in the case of a junior worker, the age on his last birthday.

(c) Any system of automatic recording by means of machines shall be deemed to comply with this clause to the extent of the information recorded.

(d) Such records shall be open for inspection by the secretary of the union, or such other person authorised in writing by the president of the union, during working hours in any day.

18.—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.

19.—Uniforms, etc.

(a) Workers employed continuously in the curing cellar shall be entitled to be provided by the employer with one (1) pair of clogs, or the equivalent value thereof, once every four (4) months, if required.

(b) If a worker is required to wear a uniform, same shall be provided by the employer.

20.—General Conditions.

(a) The employer shall provide a suitable dressing-room and dining-room for the workers.

(b) Carborundum stones and/or power driven grindstone and hot and cold showers, where practicable, shall be provided.

(c) Wages shall be paid not later than Friday in each week.

(d) The whole of the work to be carried out to the satisfaction of the employers.

21.—Cold Storage Workers.

(a) The minimum rate of wage payable shall be:—	Margin per Day of 8 Hours.
Chamber hands	s. d. 3 2

(b) Leading hand (i.e., in charge of two (2) or more workers) shall receive two shillings (2s.) per day above the rate prescribed for chamber hands.

(c) Junior workers may be employed on this branch of the industry: Provided that a junior worker shall not be permitted to work in a chamber with a temperature below thirty-two (32) degrees.

(d) "Chamber" shall mean any room artificially cooled.

(e) Workers required to work in a temperature of less than four (4) degrees above zero shall be paid threepence (3d.) per hour extra.

(f) No worker shall be required to work in a temperature below zero.

(g) Workers, when overheated through working outside, shall be allowed to cool down before entering the chamber.

(h) Ammonia helmet shall be kept adjacent to chambers.

(i) Bagging for moccasins shall be provided for chamber hands.

(j) Waterproof cape and cap shall be provided for workers engaged in defrosting.

(k) No worker shall be called upon to work in a chamber with wet floors or dripping pipes, or where a leak of ammonia exists.

(l) Each chamber shall be provided with an alarm connected with the engine room.

(m) No worker shall be called upon to work in a chamber unless he be paid at least the minimum rate provided for such class of work.

22.—Wages.

	Within a 15- mile radius from G.P.O., Perth.	Outside a 15- mile radius but within a 30-mile radius from the G.P.O., Perth.
	Per Week.	Per Week.
(a) Basic wage:	£ s. d.	£ s. d.
Adult males	4 10 5	4 10 10

(b) Adults:	Margin per Week.
	£ s. d.
Leading man on killing floor	1 8 0
Scalder, opener-up, bleeder, backer down, chopper-down	1 1 0
Other assistants in slaughtering section	0 14 6
Leading man in curing cellar	1 8 0
Cutter-up for curing	1 1 0
Assistants in curing cellar, bacon roller	0 18 6
Bacon trimmer, bacon bagger, gut runner, washers (smoke and drying room), packers	0 14 6
Leading hand, smallgoods	1 8 0
Assistants, smallgoods	0 18 6
Gut scraper	0 18 6
Leading tallowman	0 18 6
Assistants in tallow and gut-house	0 14 6
Yardman and stockman	0 12 0

22.—Wages—*continued*.

(c) Junior workers:	% of Basic Wage.
Under 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	90
20 to 21 years of age	Full basic wage.

23.—No Reduction.

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

24.—Breakdowns, etc.

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

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 9th day of October, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 9th day of October, 1941.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

(No. 4 of 1941.)

Between West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, Applicant, and Messrs. W. Howson and C. H. Tompkinson, Master Butchers, 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 operate over the locality comprised within a radius of five (5) miles from the Post Office, Bunbury.

2.—Term.

The term of this Award shall be one (1) year from midnight 5th October, 1941.

3.—Copy of Award.

A copy of the Award shall be kept in some place in each establishment where it is accessible to all workers affected.

4.—Wages.

The wages prescribed for each section and class of worker are contained in Schedule I. annexed hereto.

5.—Mixed Functions.

Any worker called upon to do or performing any work that carries a higher rate of wage shall be paid such higher rate for that day.

6.—Contract of Service.

The employment shall be weekly and a week's notice shall be given on either side to terminate the engagement, or a week's wages paid in lieu of same; such notice may be given before 12 o'clock noon on any day.

7.—Casual Workers.

All or any casual workers starting at any time during the day shall be paid full rate for the day, and casual rates shall be paid unless the worker shall have been notified by the employer before 5 p.m. on the day of engagement that he is to be employed as a permanent hand; but in the event of any casual hand who has been engaged to start at the ordinary starting time not reporting himself for duty at the starting time, he shall be paid proportionately for the hours worked.

8.—*Pro Rata* Holiday Pay.

A worker who has not completed twelve months of service shall be paid holiday pay in lieu of the annual holiday, at the rate of one-fifty-second (1/52nd) part of his weekly wage for every week employed.

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

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

Holiday pay shall not accrue during a worker's absence from employment through any cause whatsoever.

The foregoing provisions shall not apply to casual workers.

9.—Time and Wages Book.

The employer shall provide a time book, to be kept where the worker or workers usually commence work, in which each worker shall enter his starting and finishing times each day. The employer shall keep a record showing:—(a), the name of each worker; (b), the occupation of each worker; (c), the time worked by each worker; (d), the wages and overtime paid therefor.

Such records shall be signed by each worker at the end of each week and shall be open for inspection by the secretary of the union, or such other person authorised in writing by the president of the union, during working hours in any day.

10.—First Aid.

Each employer shall keep at his shop, factory, or abattoir, or at each, if more than one, a first-aid equipment fully stocked for the use of the workers.

11.—Breakdowns, etc.

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

12.—Under-rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wages 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.

13.—Apprentices.

(a) The provisions of the Schedule annexed hereto, entitled "Apprenticeship Regulations" shall extend and apply to apprentices coming within the scope of this Award.

(b) The maximum number of apprentices allowed to any employer shall be—

(a) Shop Section:—One to every three or fraction of three journeymen;

(b) Slaughtering Section:—One to every three or fraction of three journeymen:

Provided that the fraction of three shall not be less than one.

(c) Apprentices may be taken to learn:—(1) Slaughtering; (2) Retail Butchering; (3) Smallgoods-making; (4) Retail Butchering and Smallgoods-making.

(d) A master butcher or his registered manager shall count as a worker for the purpose of this clause.

(e) The period of apprenticeship shall be five (5) years: Provided, however, that in the case of youths who have already had experience in the industry, this period may be reduced with the consent of the Court, or by agreement with the union, as to the allowance to be made out of the said period of five (5) years for the experience previously gained in the industry.

14.—Board of Reference.

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

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

(ii) classifying and fixing wages, rates, and conditions for any occupation or calling not specifically mentioned in the Award;

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

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

15.—Adjustment of Certain Rates.

The amounts mentioned hereinafter for the performance of specific tasks by workers bound by the Award shall be subject to variation in accordance with the basic wage from time to time declared by the Court based upon the ratio or proportion that the new basic wage bears to the old.

16.—Board and Lodging.

No employer shall board or lodge any of his workers, excepting members of his family, on his business premises.

17.—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 (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.

18.—Carter.

Carters of all classes and tradesmen doing carting may be required to feed and water the horses used at the shop or slaughter-house, or in connection therewith, where no groom is kept: Provided that each such carter shall perform the work in rotation, and where only one carter is employed, he shall be entitled to each alternate holiday and Sunday off this duty.

Shop Section.

19.—Definitions.

"Shop section" shall comprise retail butchers' shops and the manufacture and/or delivery of smallgoods, and includes shops selling or handling fresh, chilled, or frozen meat in less quantities than a quarter of beef, or a carcase of mutton, lamb, veal or pork.

"First shopman": In every shop where one or more shopmen are employed, one shall be classed as first shopman: Provided, however, that where a manager is employed who works in the shop, he shall be considered as first shopman.

"Smallgoodsman" shall mean one who actually performs for the major portion of his time the work of preparing, manufacturing, or making up from meat smallgoods, except sausages known as butchers' sausages, but shall not mean or include the employer or the manager of any shop, or the member of any firm, and in shops where only one smallgoodsman is employed, he shall be classed as first smallgoodsman.

"Cutting cart hand" shall mean one who takes out meat in bulk and cuts and sells it from the cart or motor.

"General butcher" shall mean one employed cutting up meat, serving in shop, or doing rounds and cutting meat or general work of a butcher, or who is assisting in a smallgoods factory.

20.—Hours.

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

(b) Subject to clause 21 all work shall be performed as follows:—

(i) Mondays, Tuesdays, Wednesdays, and Thursdays—Between 6 a.m. and 5 p.m.

Eight (8) hours to be worked consecutively, with the exception that one (1) hour shall be allowed off for breakfast, when the worker starts before 7 a.m., and not more than two (2) hours off for lunch.

No worker shall be on or shall be allowed on the premises before 6 a.m. nor after 5.5 p.m.

(ii) Fridays—Between 6 a.m. and 6 p.m.

Nine (9) hours to be worked consecutively, with the exception that one (1) hour shall be allowed off for breakfast, when the worker starts before 7 a.m., and not more than two (2) hours off for lunch.

No worker shall be on or shall be allowed on the premises before 6 a.m. nor after 6.5 p.m.

(iii) Saturdays—Between 5 a.m. and 1 p.m.

Seven (7) hours to be worked consecutively, with the exception that one (1) hour shall be allowed off for breakfast.

No worker shall be on or shall be allowed on the premises before 5 a.m. nor after 1.15 p.m.

21.—Overtime.

(1) Work shall not be allowed outside the limits of clause 20, except in cases of urgent necessity for the purpose of:—

(a) supplying military hospitals, military camps, military depots, and shipping;

(b) supplying State Institutions whose contracts are open to public tender; and

(c) a breakdown of the refrigerating plant, which necessitates the worker handling the meat contained in the chambers attached thereto;

(d) placing the meat in the refrigerator for a period of not exceeding fifteen (15) minutes.

(2) Overtime is permissible, within the limits set out in clause 20, to meet the case of the unforeseen absence of any worker owing to accident or sickness or any other cause.

(3) The rates of overtime for work done under this clause shall be:—For the first two hours—time and a half; thereafter—double time. When a worker has left the premises and is recalled to work under this clause, he shall be paid at least two hours at ordinary *pro rata* rates.

(4) In any establishment where it is necessary to attend to the refrigerator at times not within the ordinary hours, it shall be permissible for a worker to do so on terms arranged with the employer and approved by the secretary of the union.

22.—Holidays.

New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day shall be observed as closed holidays. When any of these specified holidays are observed on a Sunday the following Monday shall be substituted *in lieu* thereof.

Subject to clause 21, no work shall be done on these days and no deduction made from wages in respect thereof.

When Christmas Day falls upon Saturday, Sunday, or Monday, and Boxing Day is observed on Monday or Tuesday, work may be done on Boxing Day from 6 a.m. to 8 a.m. and paid for at the rate of double time.

An annual holiday of six (6) days on full pay shall be granted to each worker who has completed one year of service, such holiday to be taken at the convenience of the employer within three months of the expiry of each twelve months of service.

23.—Managers.

This Award shall not apply to managers.

For the purpose of this clause, a "manager" shall mean—

(a) A person who attends to managerial duties who is in charge of the establishment, and/or who directs and supervises operations in connection with that shop, and who may do butchering work; and

(b) Who works under a written contract of service with his employer under which, in addition to any other provisions, he is entitled to a salary of seven pounds ten shillings (£7 10s.) per week, and is also entitled to receive a month's notice before his services may be dispensed with, except in the case of misconduct.

A copy of the agreement of service shall be lodged with the Registrar.

Slaughtering Section.

24.—Definitions.

"Slaughterman" shall mean one who kills and dresses oxen, sheep, calves, lambs, or pigs for the purpose of local consumption.

"Slaughterman's labourer" shall mean one who assists the slaughterman in all duties, except the flaying of carcasses.

"Beef-carter":—One who handles and delivers carcass meat from the abattoirs to a retail shop or store.

25.—Hours.

(a) For slaughtermen, forty-four (44) hours shall constitute a week's work:—Monday, Tuesday, Wednesday, Thursday, Friday, eight hours; Saturdays, three hours; Sunday, one hour.

(b) For labourers, forty-four (44) hours shall constitute a week's work:—Monday to Friday, eight hours; Saturday, three hours, Sunday, one hour.

(c) One hour shall be allowed for meals, at such time as may be mutually agreed.

26.—Starting and Finishing Times.

To be mutually agreed between the employer and workers concerned.

27.—Overtime.

(a) All work, other than feeding, on holidays—double time.

(b) All work outside of one hour on Sundays—time and a half.

(c) All other overtime—time and a half.

28.—Holidays.

(a) The following days shall be observed as holidays:—New Year's Day, Good Friday, Easter Monday,

Labour Day, Christmas Day, and Boxing Day. When any of these specified holidays falls on a Sunday, the following Monday shall be observed *in lieu* thereof.

(b) An annual holiday of six (6) days on full pay shall be granted to each worker who has completed one year of service, such holiday to be taken at the convenience of the employer within three months of the expiry of each twelve months of service.

29.—Junior Workers.

(1) When the number of apprentices that may be employed has been fully availed of, junior workers may be employed, in this section, in the proportion of one to three or fraction of three workers in receipt of the basic wage or over.

(2) The weights to be lifted or carried by junior workers are limited as follows:—

Under 16 years—not more than 40 lbs.

Under 17 years—not more than 60 lbs.

Under 18 years—not more than 80 lbs.

30.—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.

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. If any worker shall wilfully misstate his age in the above certificate, he alone shall be guilty of a breach of this Award.

Schedule I.—Wages.

(a) Basic wage	£4 10s. 10d. per week.
(b) Adult Workers:	Margin per Week.
(1) Shop Section:	£ s. d.
General butcher	1 0 0
Cutting cart-hand	1 0 0
Smallgoodsman	1 0 0
First smallgoodsman	1 5 0
First shopman	1 5 0
Order cart-hand (not cutting orders)	0 5 0
(2) Abattoirs Section:	
Slaughterman	1 7 6
Slaughterman's labourer	0 10 0
Beef-carters—	
Horse and cart	0 10 0
Motors—30 cwt.	0 15 0
Motors—over 30 cwt.	1 0 0
(c) Apprentices:	% of Basic Wage per Week.
Shop and Abattoirs Sections:	
First year	30
Second year	35
Third year	50
Fourth year	70
Fifth year	90
(d) Junior workers:	
Abattoirs Section:	
Under 16 years	35
16 to 17 years	45
17 to 18 years	60
18 to 19 years	70
19 to 20 years	90
20 to 21 years	Full Basic Wage.

Casual Workers.

Adults and juniors shall be paid at the rate of twenty per cent. (20%) in addition to the rates prescribed for the class of work performed, or, in the case of junior workers, the age of the worker.

Schedule II.—Apprenticeship Regulations.

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 1st day of October, 1941.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 1st day of October, 1941.

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

SCHEDULE II.

Apprenticeship Regulations.

Definitions.

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

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

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

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

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

Advisory Committee.

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

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

(b) Two representatives appointed by the employers.

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

(b) The date of birth of the apprentice.

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

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

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

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

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

(h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

(i.) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or

(ii.) upon the application of the employer or the apprentice for good cause shown.

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

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

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

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

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

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

Cancellation of Agreement.

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

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

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

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

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

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

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

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

Extension of Term.

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

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

Technical Education Classes.

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

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

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

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

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

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

Examinations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Lost Time.

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

- (a) payment for such sickness shall not exceed a total of one month in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of

a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer;

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

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

Form A.

To The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School.

(Reg. 26 (e).)

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

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

You have therefore passed (or failed) in the examination.

Registrar.

Form E.

Final Certificate.

This is to certify that....., of....., has completed the period of training of.....years, prescribed by his Agreement of Apprenticeship, and has passed the Final Examination Test to the satisfaction of the examiners for the.....trade.

Dated at.....the.....day of....., 19 .

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

This Agreement made this.....day of....., 19 , between..... (occupation) (hereinafter called "the Employer") of the first part....., of....., born on the.....day of....., 19 (hereinafter called "the Apprentice") of the second part, and..... (address),..... (occupation),..... Parent (or Guardian) of the said..... (hereinafter called the "parent" or "guardian") of the third part witnesseth as follows:—

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

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

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

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

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

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

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

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

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

4. It is further agreed between the parties hereto:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.—

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed sealed and delivered by the said..... in the presence of..... (Signature of Guardian.)

And by the said..... in the presence of..... (Signature of Apprentice.)

And by..... of the said..... for and on behalf of the said..... in the presence of..... (Signature of Employer.)

Noted and Registered this..... day of....., 19...

Registrar.

AGREEMENT.

(18 of 1941.)

(Reg. 17/10/41.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1935, this fourteenth day of October, one thousand nine hundred and forty-one, between the Minister for Works (hereinafter referred to as "the Minister") of the one part, and the Boilermakers' Society of Australia Union of Workers, Coastal Districts, W.A. (hereinafter referred to as "the Union"), of the other part, witnesseth that the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Hours.

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

(b) The week's work may by agreement between the Minister and the union be worked in five (5) days, Mon-

day to Friday, inclusive, in which event the normal hours of labour shall be eight (8) hours forty-eight (48) minutes on each working day.

(c) The hours specified in (a) and (b) shall, except in the case of shift work, be worked between 7 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon and where the Minister and the union mutually agree to some other starting and finishing time.

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

(e) By agreement between the Minister and the union ordinary hours may, in the case of shift work, be worked on the basis of 88 hours per fortnight, with one week of 40 and one of 48 hours.

2.—Overtime and Holidays.

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

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

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two weeks' continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the union has been made, extra labour is not forthwith available.

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

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

(e) When a worker is required for overtime after 6 p.m. on week days or after 1 p.m. on Saturdays without being notified the previous day, he shall be supplied with any meal required, or be paid 1s. 6d. for such meal. This subclause shall not apply to workers within a radius of one-half mile of the works.

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

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

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

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

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

(j) At least one (1) week's notice shall be given to a worker prior to his going on his annual week's leave, as mentioned in subclause (h) hereof: Provided, how-

ever, that when the Minister or his representative and the worker so agree, a shorter notice will be sufficient.

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

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

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

3.—Shift work.

(a) The loading on the ordinary rates of pay for shift work shall be ten per cent. for afternoon shift and fifteen per cent. for night shift.

A worker employed on shift work who does not rotate to the usual day shift shall for afternoon or night shift be paid a loading of 25 per cent. on the ordinary rates of pay: Provided, however, that this provision shall not apply in cases where the period over which shift work is performed does not reasonably permit of the worker rotating to day shift.

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

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

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

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

Clause 4—Dirt Money.

Workers engaged on dirty work shall be paid 1½d. per hour extra as dirt money; present practice as to what is dirty work to continue.

5.—Wages.

Basic wage, £4 10s. 5d. per week.

Wages paid to employees other than registered apprentices shall be:—

Item.	Designation.	Margin over Basic Wage.		Wartime Loading.
		£	s. d.	
1.	Boilermaker, leading hand	2	5 0	6 0
2.	Boilermaker, flanging or angle fires	1	19 0	6 0
3.	Boilermaker on big press	1	19 0	6 0
4.	Boilermaker who for the greater part of the time is occupied in marking off and/or making templates	1	13 0	6 0
5.	Boilermaker	1	10 0	6 0
6.	Welder	1	13 0	6 0
7.	Welder using an electric spot or butt welding machine or cutting scrap with oxy-acetylene blow pipe, petrol, or coal gas blow pipe	0	10 0	3 0

Liberty is reserved to any party bound by this Award to apply to the Court at any time for any variation or addition to the wages clause.

Boilermakers or apprentices whilst actually working a pneumatic riveter of the percussion type or other pneumatic tools of the percussion type, shall be paid one penny half-penny (1½d.) per hour extra whilst so engaged.

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

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

6.—Apprentices.

(a) Rates of pay to apprentices shall be as under:—

	Percentage of Basic Wage	Wartime Loading.
	s	d.
First year	25	0 9
Second year	30	1 0
Third year	45	1 6
Fourth year	65	2 3
Fifth year	85	3 0

The wartime loading under clauses 5 and 6 shall operate from the 30th June, 1941, and is not adjustable in accordance with the rise or fall in the basic wage.

Apprentices shall be paid one penny half-penny per hour extra whilst engaged on any work in respect of which tradesmen receive such an allowance.

(b) The maximum number of apprentices allowed to the Minister shall be in the proportion of one to every three or fraction of three tradesmen employed by him: Provided the fraction of three shall be not less than one: Provided further, that if adequately equipped to teach apprentices he may, with the consent of a Committee consisting of a representative of the Minister, a representative of the union concerned, with the Industrial Registrar as chairman, take a new apprentice up to the proportion of one to each journeyman employed.

(c) For the purpose of ascertaining the number of apprentices allowed to be taken on at any time, the average number of tradesmen employed on all working days of the six months immediately preceding such time shall be deemed to be the number of tradesmen employed.

(d) Notwithstanding anything contained in this Agreement to the contrary, if through lack of orders or work the Minister is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian, and the union, be suspended for a period agreed upon, or if no such arrangement be arrived at, may be cancelled by the Committee as constituted in subclause (b) above.

The onus of proof of circumstances justifying such cancellation shall be on the Minister.

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

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

7.—Junior Workers.

For the conditions of employment of junior workers see Award No. 11 and 15 of 1937 (Government Engineering Award).

8.—Contract of Service.

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

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

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

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

9.—Absence through Sickness.

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

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

(iii) Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the Minister, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

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

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

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

(e) An apprentice entitled to the tradesman's rate by National Security Regulation shall be paid sick leave in accordance with Apprenticeship Regulation No. 36.

10.—Payment of Wages.

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

11.—Country Work.

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

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

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

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

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

12.—Under-rate Workers.

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

13.—Right of Entry to Works.

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

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

14.—Shop Stewards.

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

15.—Higher Duties.

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

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

16.—Use of Protective Articles.

(a) Goggles, glasses, and gloves, or other efficient substitutes therefor, shall be available for the use of any worker engaged in welding or other work in which their use is required for the protection of the worker.

(b) Every worker shall sign an acknowledgment on receipt thereof, and on leaving employment shall return the same to the Minister.

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

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

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

17.—Notice Boards.

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

18.—No New Designation.

No new designation shall be introduced during the currency of this Agreement so as to reduce the status of any worker covered thereby.

19.—No Reduction.

This Agreement shall not in itself operate to reduce the wage of any worker who is at present receiving above the minimum rate prescribed for his class of work.

20.—Preference.

Preference of employment shall be given to financial members of the Union: Provided the Minister shall not be under any obligation to communicate with the union office to ascertain whether a member is financial.

21.—Board of Reference.

(1) For the purpose of this Agreement, a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it, in the event of no agreement being arrived at between the parties to the dispute, the functions of:—

- (a) adjusting any matters of difference which may arise from time to time, except such as involve interpretation of the provisions of this Agreement or any of them;
- (b) dealing with any other matter which the Court may refer to the Board from time to time;
- (c) classifying and fixing wages, rates, and conditions for any occupation or calling not specifically mentioned in the Agreement.

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

22.—Area.

This Agreement shall apply to the Government Engineering Works, North Fremantle.

23.—Term.

This Agreement shall remain in force for a period of three years, or for the duration of the present war, whichever shall be the shorter.

24.

Industrial Agreements Numbered 23/1928, 12/1930, and 8/1937 are hereby cancelled.

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

Signed by the said Minister for Works.

(Sgd.) C. A. Reeve,
Witness.

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

The Common Seal of the
Boilermakers' Society of
Australia Union of Workers
Coastal Districts, W.A., was
hereto affixed in the pre-
sence of—

J. H. MILLAR,
President.

G. C. CAHILL,
Secretary.

[L.S.]

Note:—The word "Award" whenever and wherever occurring in this Schedule shall be read and construed to mean and include "Agreement."

SCHEDULE.

Apprenticeship.

Definitions.

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

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

(3) "Award" includes Industrial Agreement.

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

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

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

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

Employment—Probation.

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

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

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

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

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

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner,

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

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

Advisory Committee.

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

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

(b) Two representatives appointed by the employers.

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

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

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

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

Agreement of Apprenticeship.

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

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

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

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

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

11. Every agreement of apprenticeship entered into shall contain—

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

(b) The date of birth of the apprentice.

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

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

(e) A condition requiring the apprentice to obey all reasonable directions of the employer

and requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice.

- (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
- (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
- (h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

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

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

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

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

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

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

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

Cancellation of Agreement.

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

18. If the apprentice shall at any time be wilfully disobedient to the lawful orders of the employer, his managers, foremen or other servants having authority over the apprentice, or be slothful, negligent, or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful

apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.

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

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

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

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

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date; subject, however, and without prejudice to the right of the apprentice, his parent or guardian, to compound, compromise, or agree upon or to sue for and recover such damages (if any) as he may have sustained through such rescission of the agreement as aforesaid.
- (b) Any proceedings for damages hereunder must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

Extension of Term.

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

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

Technical Education Classes.

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

available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

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

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

24. (d) An apprentice entitled by National Security Regulation to be paid the full tradesman's rate shall, when absent from the workshop during working hours for the purpose of attending technical school classes, only be paid for such portion of the time he is so absent as is represented by the proportion that the fifth-year apprenticeship rate as prescribed by this Award bears to his full tradesman's rate.

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

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

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

Examinations.

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

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

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

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

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

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

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

30. The Registrar shall, after each examination, issue a certificate to each apprentice indicating his degree of proficiency, taking into consideration the term

of apprenticeship served. A duplicate of such certificate shall be lodged by each apprentice with his employer and the secretary of the Union, each of whom shall keep the same in safe custody, and produce the same for inspection by the industrial inspector whenever demanded by the latter to do so. When the final examination has been passed the certificate shall also be signed by the examiners.

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

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

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

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

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

Lost Time.

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

(a) payment for such sickness shall not exceed a total of one month in each year;

(b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer;

(c) an apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default;

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

37. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training, the amount by which the wages prescribed by

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

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

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

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

Part-time Employment.

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

Miscellaneous.

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

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

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

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

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

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

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

FORMS.

Form A.

To The Registrar, Arbitration Court, Perth.

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

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

(Signature of Employer).....

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

Form B.

Certificate of Service.

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

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

(Signature of Employer).....

Form C.

Certificate of Attendance at Technical School.

(Reg. 26 (e)).

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

(Signature of Principal).....

Form D.

Certificate of Proficiency.

To.....(Apprentice).

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

Year of experience.....

Stage.....per cent.

.....per cent.

.....per cent.

You have therefore passed (or failed) in the examination.

Registrar.

Form F.

Final Certificate.

This is to certify that.....of..... has completed the period of training of.....years, prescribed by his Agreement of Apprenticeship, and has passed the Final Examination Test to the satisfaction of the examiners for the.....trade.

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

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement.
(Recommended.)

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

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

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

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

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

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

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

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

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

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

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

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this agreement.

(d) Other conditions:—

5. This agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed sealed and delivered by the said }
..... }
in the presence of..... }

.....
(Signature of Guardian).

And by the said..... }
in the presence of..... }

.....
(Signature of Apprentice).

And by.....of the said }
.....for and on behalf }
of the said..... }
in the presence of..... }

.....
(Signature of Employer).

Noted and Registered this.....day of
.....19.....

.....
Registrar.

CASH ORDERS LOST.

Agricultural Bank,
Perth, 27th October, 1941.

THE under-mentioned Cash Orders, drawn by the Agricultural Bank, have been lost and payment has been stopped; it is proposed to issue fresh Cash Orders in lieu thereof:—

C/O. No. 3273; value £10; J. T. & W. Yates; 26/9/41; Kununoppin.

C/O. No. 60614; value £14 10s. 11d.; L. Lindgate; 26/9/41; Geraldton.

C. L. CLARKE,
General Manager.

CHRISTMAS EXEMPTION.

Department of Mines,
Perth, 2nd October, 1941.

IT is hereby notified, for public information, that general exemption from the conditions of work, use, and occupation has been granted on all mining tenements throughout this State as follows:—In Goldfields north of the Tropic of Capricorn—from the 15th day of December, 1941, to the 31st day of January, 1942, inclusive; in all other Goldfields and Mineral Fields—from the 15th day of December, 1941, to the 12th day of January, 1942, inclusive.

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

THE MINING ACT, 1904.

Department of Mines,
Perth, 28th October, 1941.

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

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

Gold Mining Leases.

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

Goldfield.	District.	No. of Application.
Coolgardie	Coolgardie	5647*.
Dundas ... ..	... ..	1624.
Mount Margaret	Mount Malcolm	1797c, 1798c.
Murchison	Cue	2231.
	Mount Magnet	1419M*.
	Meekatharra	1882N.
North-East Coolgardie	Kanowna	1542x*.
Pilbara	Marble Bar	1050.

The undermentioned Application for a Gold Mining Lease was refused :—

Goldfield.	District.	No. of Application.	Name of Lease.	Applicant.
Mount Margaret	Mount Malcolm	1796c	East Lynne	Courcier, Kenneth Aubrey ; Spencer, Percy Ernest.

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

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
North Coolgardie	Ularring	1108U	Golden Cockatoo	Robinson, William Andrew.
Pilbara	Marble Bar	909*	Stray Shot	Turner, Robert.

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

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.	Name of Person to whom prior right of Application is granted.
Mount Margaret	Mount Margaret	2424r*	Lancefield North	Lancefield (W.A.) Gold Mine, No Liability (In Liquidation)	Arthur, George Dundas.

The lessees of the undermentioned Gold Mining Leases were fined the sums set opposite the same as an alternative to forfeiture of such leases for breach of labour conditions. In the event of such fines not being paid within the periods mentioned hereunder, then the leases to be forfeited forthwith :—

Goldfield.	District.	No. of Lease.	Lessees.	Fine.	Period within which fine is to be paid.
Coolgardie	Coolgardie	5615	Heier, John	£8	On or before the 7th day of November, 1941.
Pilbara	Nullagine	268L	McKinnon, Alexander John	£6	On or before the 7th day of November, 1941.

Mineral Leases.

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

Mineral Field.	District.	No. of Application.
Collie	350*, 351*.
Outside Any Proclaimed	357H*, 358H, 359H, 360H, 361H, 362H, 363H, 364H, 365H, 366H, 367H, 368H, 369H.

* Conditional.

THE MINING ACT, 1904—*continued.**Tailings Leases.*

The undermentioned Tailings Leases were declared forfeited for breach of covenant, viz., non-payment of rent:—

Goldfield.	District.	No. of Lease.	Name of Lease.	Lessee.
Yilgarn	65	Jugold No. 1	Jupiter Gold Mines, Limited.
		66	Frazer's No. 2	Southern Cross United Mines, Limited.
		76	Frazer's No. 1	Southern Cross United Mines, Limited.
		77	Jugold No. 2	Jupiter Gold Mines, Limited.
		95	Polaris	Southern Cross United Mines, Limited.
		96	Ammas	Southern Cross United Mines, Limited.
		117	Antares	Southern Cross United Mines, Limited.

THE MINING ACT, 1904.

Licenses to Treat Tailings.

Department of Mines,
Perth, 28th October, 1941.

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

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

No.	Corres. No.	Licensee.	Goldfield.	Locality.	Period.
†945H (9E/1941)	947/41	Irwin, Samuel ...	East Coolgardie	late Gold Mining Lease No. 5512E and existing Prospecting Area No. 4375E at Kalgoorlie	Twelve months from 1st October, 1941.

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

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

No.	Corres. No.	Applicant for License.	Goldfield.
938H (7E/1941)	...	645/41 Cunneen, John Laurance	East Coolgardie.

† Conditional.

THE MINING ACT, 1904.

1442/29.

Department of Mines,
Perth, 28th October, 1941.

IT is hereby notified that, in accordance with the provisions of section 45 of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to renew for a further period of twenty-one years from the 1st day of January, 1942, the leases as shown below.

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

Goldfield.	District.	No. of Lease.
Dundas ... ..	... ..	1288, 1290, 1291.
East Coolgardie	East Coolgardie	5232E.

THE MINING ACT, 1904.

3431/16.

Department of Mines,
Perth, 28th October, 1941.

IT is hereby notified that, in accordance with the provisions of section 53 of the Mining Act, 1904, His Excellency the Lieutenant-Governor in Executive Council has been pleased to renew for a further period of twenty-one years from the 1st day of January, 1942, the lease as shown below.

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

Mineral Field.	District.	No. of Lease.
Collie	304.

THE MINING ACT, 1904.

FORFEITURE OF LEASES FOR NON-PAYMENT OF RENT DUE UNDER SECTION 98 OF THE MINING ACT, 1904.

Department of Mines,
Perth, 28th October, 1941.

IT is hereby notified, for public information, that His Excellency the Lieutenant-Governor in Executive Council declared the undermentioned Leases forfeited for breach of covenant, viz., non-payment of rent.

A. H. TELFER,
Under Secretary for Mines.

GOLD MINING LEASES.

BROAD ARROW GOLDFIELD.

- 2180W—BELLEVUE WEST: Jeffries, William James.
2181W—BELLEVUE SOUTH: Lynch, Joseph.
3202W—GOLDEN CROWN: Phillips, John; Wells, William Brian.

COOLGARDIE GOLDFIELD.

Coolgardie District.

- 5263—LORD BOBS: Powell, Allen; Rennie, John.

Kunanalling District.

- 919S—EUREKA—Hill, Alfred John.
1012S—NEW HOMEWARD BOUND EAST: Homeward Bound Gold Mines, No Liability.
1013S—NEW HOMEWARD BOUND: Homeward Bound Gold Mines, No Liability.

EAST COOLGARDIE GOLDFIELD.

East Coolgardie District.

- 5437E—NORTH END EXTENDED: Mewburn, George Robert; Stahl, Frederick Henry.
5741E—REGGIO: Colley, Albert Charles.
5781E—ADELINE WEST: B.A.N.Z. Mines, Limited.
5796E—TWENTY GRAND: Thompson, Samuel; Jenkinson, Ernest William George; Young, Daniel; Starr, Bertram.
5904E—GREAT PATIENCE: Carter, Eric; Griffin, Robert Benedict.
5931E—LAUNA DOONE: Larcombe, James Joseph; Brennan, Kyran.

EAST MURCHISON GOLDFIELD.

Black Range District.

- 1000B—POLLARD EAST: Youanmi Gold Mines, Limited.
1012B—POLLARD BLOCK ONE: Youanmi Gold Mines, Limited.
1013B—POLLARD BLOCK TWO: Youanmi Gold Mines, Limited.
1026B—POLLARD EAST EXTENDED: Youanmi Gold Mines, Limited.
1027B—POLLARD BLOCK TWO EAST: Youanmi Gold Mines, Limited.
1065B—YOUANMI DEEPS SOUTH: Youanmi Gold Mines, Limited.
1066B—YOUANMI DEEPS WEST EXTENDED: Youanmi Gold Mines, Limited.
1067B—YOUANMI DEEPS EXTENDED WEST: Youanmi Gold Mines, Limited.

MOUNT MARGARET GOLDFIELD.

Mount Margaret District.

- 2225T—LANCEFIELD EAST DEEPS: Lancefield (W.A.) Gold Mine, No Liability (in liquidation).
2232T—LANCEFIELD DEEPS EAST: Lancefield (W.A.) Gold Mine, No Liability (in liquidation).
2233T—LANCEFIELD DEEPS EXTENDED: Lancefield (W.A.) Gold Mine, No Liability (in liquidation).
2235T—LANCEFIELD EXTENDED: Lancefield (W.A.) Gold Mine, No Liability (in liquidation).

Mount Morgans District.

- 520F—TROUBLE: Bassula, John Andrew; Crocker, Clifford Clyde.

MOUNT MARGARET GOLDFIELD—*continued.**Mount Malcolm District.*

- 1769C—BLACK CHIEF: Little, Edward Leonard.

MURCHISON GOLDFIELD.

Cue District.

- 2084—TROVATO DI PIETRO: Della Bona, Gim; Panizza, Domenico.

NORTH COOLGARDIE GOLDFIELD.

Menzies District.

- 5590Z—KING OF THE HILLS: Winter, Frederick George.
5591Z—POST TOWN: Winter, Frederick George.

PILBARA GOLDFIELD.

Marble Bar District.

- 1001—WHITE HILL: Maclean, William Gordon.

Nullagine District.

- 230L—ALL NATIONS: Corboy, Desborough John; Gallop, Douglas.

YALGOO GOLDFIELD.

- 1086—TUI EAST: Sullivan, Leslie George.
1091—VINTAGE: Arkle, Hunter Miles.
1120—FIELD'S FIND No. 2 EAST: Tobin, Patrick.
1156—BINTO WEST: Yalgoo Gold Areas, Limited.
1176—BEAUFORT WEST: Yalgoo Gold Areas, Limited.
1177—BEAUFORT WEST EXTENDED: Yalgoo Gold Areas, Limited.
1178—PORPHYRY NORTH WEST: Yalgoo Gold Areas, Limited.
1179—FIELD'S FIND SOUTH WEST: Yalgoo Gold Areas, Limited.
1180—FIELD'S FIND SOUTH: Yalgoo Gold Areas, Limited.
1181—FIELD'S FIND EAST EXTENDED: Yalgoo Gold Areas, Limited.
1182—FIELD'S FIND NORTH EAST: Yalgoo Gold Areas, Limited.
1183—FIELD'S FIND SOUTH EAST: Yalgoo Gold Areas, Limited.
1184—BINTO NORTH: Yalgoo Gold Areas, Limited.
1185—BINTO NORTH EAST: Yalgoo Gold Areas, Limited.
1186—VINTAGE SOUTH EAST: Yalgoo Gold Areas, Limited.
1187—VINTAGE SOUTH: Yalgoo Gold Areas, Limited.
1188—VINTAGE SOUTH WEST: Yalgoo Gold Areas, Limited.
1195—GREY CAT: Nevill, Aloysius Martin.

YILGARN GOLDFIELD.

- 3516—JUST-IN-TIME NORTH No. 1: N.G.M., Limited.
3517—JUST IN TIME NORTH No. 2: N.G.M., Limited.
3663—BULLDOG: Bird, William James.
3677—B.A.N.Z. No. 1: N.G.M., Limited.
3678—B.A.N.Z. No. 2: N.G.M., Limited.
3679—B.A.N.Z. No. 3: N.G.M., Limited.
3694—B.A.N.Z. No. 4: N.G.M., Limited.
3695—B.A.N.Z. No. 5: N.G.M., Limited.
3696—B.A.N.Z. No. 6: N.G.M., Limited.
3719—OMEGA EAST: N.G.M., Limited.
3720—OMEGA SOUTH: N.G.M., Limited.
3725—NEWRY SOUTH: N.G.M., Limited.

YILGARN GOLDFIELD—*continued.*

- 3726—NEWRY SOUTH EXTENDED: N.G.M., Limited.
 3738—B.A.N.Z. No. 7: N.G.M., Limited.
 3739—B.A.N.Z. No. 8: N.G.M., Limited.
 3740—B.A.N.Z. No. 9: N.G.M., Limited.
 3756—B.A.N.Z. No. 12: N.G.M., Limited.
 3775—B.A.N.Z. EXTENDED: N.G.M., Limited.
 3783—JACOLETTI NORTH: Ey, Ernest; Bellamy, Eunice Matilda; Ey, Robert.
 3789—TOP DOG: Lawson, Guy.
 3790—B.A.N.Z. EAST EXTENDED: Bird, John Thomas.
 3792—KURRAJONG EAST: French, Thomas James.
 3824—GANYMEDES: Ronchi, Giovanni; Ronchi, Felice; Ronchi, Angelo; Marchesi, Virginio; Bertucci, Francesco; Ronchi, Tullio.
 3845—RAINBOW: Donovan, William Clarence; Willis, Harry Leslie; Donovan, William.
 3920—OMEGA DEEPS: N.G.M., Limited.
 3921—BANZ DEEPS: N.G.M., Limited.
 3922—TOP DOG WEST: N.G.M., Limited.
 3930—BULLS-EYE: Brady, William Alfred; Wehr, Hans.
 3971—MARGEURITE: Zanotti, Giacomo.
 3975—SEDGE: Dunleavy, Gordon.
 3980—PETER PAN: Stack, Edward; McAskil, Alister Gordon.
 3982—HELLO: Wesley, Ernest Cornwall; Wesley, Latham Charles.
 3983—LINK: Dunleavy, Mervyn Gordon.
 3986—SUNSET: Rowan, Jessie; Donovan, Ethel Maud.
 3988—TREASURY: Ronchi, Elvira; Ronchi, Michaelina; Ronchi, Giuseppe.
 3991—PINNACE: Dunleavy, Mervyn Gordon.
 3995—DEEPS EXTENDED: Lang, Samuel Carsley; Andrews, Richard Bullock.
 4012—JEAN ROSE: Faul, Albert Ernest; Whinfield, John Stephen.
 4013—TWO JACKS: Faul, Albert Ernest; Whinfield, John Stephen.
 4024—JEAN ROSE EXTENDED: Faul, Albert Ernest; Whinfield, John Stephen.

Private Property.

- 36PP—LOCHLEE: Re, Attilio.

OUTSIDE ANY PROCLAIMED GOLDFIELD.

Private Property.

- 5PP (Roebourne)—SHAW'S SHAFT: Shaw, Richard Stanley; Shaw, James Richard.

THE MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Kalgoorlie, 8th October, 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 tenements, in accordance with

Regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) L. W. STOTTER,
Warden.

To be heard at the Warden's Court, Kalgoorlie, on Monday, the 24th day of November, 1941.

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

EAST COOLGARDIE GOLDFIELD.

Tailings Areas.

- 113E—Taylor, Athol Wesley; 31 Hanbury street, Kalgoorlie; non-payment of rent.
 114E—Taylor, Athol Wesley; 31 Hanbury street, Kalgoorlie; non-payment of rent.

THE MINING ACT, 1904.

Appointments.

Department of Mines,
Perth, 28th October, 1941.

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

3827/1915—Larsen, Police Sergeant Robert Morrison, as Acting Bailiff of the Warden's Court at Wiluna, East Murchison Goldfield, during the absence on leave of the Bailiff; to date from the 1st day of October, 1941.

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

Western Australia.

DRIED FRUITS ACT, 1926-1937.

Notice of Election (Regulation 1).

NOTICE is hereby given that an election, by registered growers entitled to vote, of four representatives for appointment as members of the Dried Fruits Board, to hold office until the 31st day of December, 1943, will take place at the Office of the Dried Fruits Board, 223 Murray street, Perth, on Monday, the 15th day of December, 1941, closing at 10 o'clock in the forenoon on such date.

Nominations of candidates shall be made in accordance with the Dried Fruits Act Regulations and must be received by the secretary of the Dried Fruits Board at the said address of the Board not later than 10 o'clock in the forenoon on Wednesday, the 19th day of November, 1941.

Dated this 27th day of October, 1941.

E. H. ROSMAN,
Secretary Dried Fruits Board.

THE PLANT DISEASES ACT, 1914-1939.

Department of Agriculture,
Perth, 28th October, 1941.

HIS Excellency the Lieutenant-Governor in Executive Council, acting pursuant to section 35 of the Plant Diseases Act, 1914-1939, has been pleased to amend, in the manner mentioned in the Schedule hereunder, the regulations made under and for the purposes of the said Act by Order in Council dated the 7th day of September, 1921, and published in the *Government Gazette* on the 16th day of September, 1921, and from time to time amended thereafter.

G. K. BARON HAY,
Acting Under Secretary for Agriculture.

Schedule.

The abovementioned regulations are amended by inserting therein after regulation 2B (*vide Gazette* dated 9th May, 1941) a new regulation, to stand as Regulation 2C as follows:—

2C (1) In so far as any proclamation made and issued under section 5 of the Plant Diseases Act, 1914-1939, prohibits the bringing into any portion of the State, specified in the Proclamation, from any other portion of the State, specified in the Proclamation, any kind of plant which has packed therewith or adhering thereto any soil, except in accordance with the relative regulations made and from time to

time in force under the said Act, and the intention of such prohibition is to prevent the spread of the disease of Argentine Ant (*Iridomyrma humilis* Mayr), and while any such proclamation remains in force no plant of any kind whatsoever which has packed therewith or adhering thereto any soil shall be brought into any portion of the State in contravention of the said proclamation unless and until a permit so to do has been obtained from the Under Secretary for Agriculture or from an officer appointed in that behalf by the Minister.

(2) Any person desiring a permit under paragraph (1) of this regulation shall make application therefor in writing to the Under Secretary for Agriculture or other officer aforesaid, and shall furnish therewith a statement signed by the applicant containing the following particulars:—

- (a) A full description of the kind and number of the plants in respect of which the permit is required;
- (b) the place from which the plants are intended to be taken;
- (c) the place to which the plants are proposed to be taken;
- (d) the place at which the plants can be examined.

(3) Upon receipt of an application for a permit under paragraph (1) of this regulation, the Under Secretary for Agriculture, or other officer aforesaid, shall cause the plants in respect of which the permit is applied for to be examined by an inspector, who shall report to the Under Secretary or other officer aforesaid the result of the examination.

(4) Any expenses incurred by the inspector in the examination of the plants in respect of which a permit is required shall be borne and paid by the applicant for a permit.

(5) Upon receipt of the report of the inspector, the Under Secretary for Agriculture, or other officer aforesaid, may grant or refuse the permit applied for.

(6) Every permit granted under this regulation shall be in writing signed by the Under Secretary for Agriculture, or by some other officer duly authorised in that behalf by the Minister.

(7) Upon failure by any person to comply with paragraph (1) of this regulation, an inspector may seize any plant which has packed therewith or adhering thereto any soil found by him within any portion of the State the bringing into which portion of the State of such plant is prohibited by proclamation as aforesaid, and may hold such plant pending a prosecution of the offender for a breach of this regulation, and upon the conviction of the offender for such breach, the inspector may deal with such plant in any manner authorised by the Act or these regulations.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

TENDERS FOR GOVERNMENT SUPPLIES.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1941.			1941.
Oct. 16 ...	265A, 1941 ...	Kitchen Equipment (Steamers, Steam Jacketed Stock Pots, Steam Jet Pots, Gas Boiling Top, Fish Frier, Roasting Oven, Baking Oven, Pressure Grillers, Automatic Toaster, Vegetable Peeling Machine, Coffee Urns, Boiling Water Urn, Milk Can Washing and Sterilising Machine, Mixing Machine, Slicing Machine, and Stainless Steel Benches equipped with Jet Pots and Boiling Water Urn) for New Perth Hospital	Nov. 6
Oct. 16 ...	269A, 1941 ...	Firewood, 100 cords, for Laverton State Battery	Nov. 6
Oct. 23 ...	293A, 1941 ...	Lime (Builders', Agricultural, Caustic, and Slaked), as required during the year ending 31st December, 1942	Nov. 6
Oct. 23 ...	297A, 1941 ...	Water Meters, 4in., Semi-positive or Positive type, 5 only	Nov. 6
Oct. 23 ...	298A, 1941 ...	Compressed Air Unit (including Compressor, Motor, Belt Drive, Starter, Receiver, and Accessories), for New Government Chemical Laboratories	Nov. 6
Oct. 23 ...	299A, 1941 ...	Vacuum Pump Unit, Central, 1 only, or set; Smaller Laboratory Units, 3 only; for New Government Chemical Laboratories	Nov. 6
Oct. 23 ...	301A, 1941 ...	Marble Chips, 565 cwt.; and Chrome Green Dry Colour, 20 cwt.; for New Perth Hospital	Nov. 6
Oct. 30 ...	303A, 1941 ...	Bread for Muresk Agricultural College, as required, during the year ending 31st December, 1942	Nov. 13
Oct. 30 ...	316A, 1941 ...	Stockinette Beef Webbing, 9½ lbs. per 100 yds., 24 in. wide, packed in Bales of 5,000 yds., 35 bales	Nov. 13
Oct. 23 ...	276A-292A, 1941 ...	Cartage of General Battery Supplies from adjacent Railway Sidings to State Batteries at Bamboo Creek, Boogardie, Coolgardie, Kalgoorlie, Laverton, Meekatharra, Mt. Ida, Norseman, Ora Banda, Payne's Find, Peak Hill, Sandstone, Warriedar, Wiluna, Yalgoo, Yarri, and Youanmi, as required, during the year ending 31st December, 1942	Nov. 20
Oct. 28 ...	302A, 1941 ...	Basins, Fireclay White Glazed, 104 only; and Special Taps, 571 only; for New Perth Hospital	Nov. 20
Oct. 2 ...	257A, 1941 ...	Underground Cable, 1,840 yds., and Cable Boxes, 36 only, for New Perth Hospital	Extended to Nov. 27
Oct. 30 ...	304A-315A, 1941 ...	Firewood for State Batteries at Boogardie, Coolgardie, Cue, Mt. Ida, Norseman, Ora Banda, Payne's Find, Peak Hill, Sandstone, Warriedar, Wiluna, and Yarri, as required during the year ending 31st December, 1942	Nov. 27

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.

G. L. NEEDHAM,

Chairman W.A. Government Tender Board.

Dated the 30th October, 1941.

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

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
657/41	1941. Oct. 24	S. Cohen (1935), Ltd.	263A, 1941	1,000 only Second-hand Cornsacks, Item 1A, F.O.R. Perth 5,000 only (once used) Sugar Bags, Item 2B Delivered Abattoirs, Midland Junction	Agriculture ... do. ...	6s. per doz. 3s. 9d. per doz.
649/41	do.	J. E. Lloyd ...	260A, 1941	Purchase of Wood and Iron Camp on Lot 2179, Hare street, Kalgoorlie	Lands and Surveys	£5.
629/41	do.	R. Newbury ...	250A, 1941	Purchase and Removal of House on Jilbadji Location 380	do. do.	for £51.
476/41	do.	Kalgoorlie Foundry, Ltd.	245A, 1941	Manufacture, Supply, and Delivery of one new section for Steel Chimney at No. 7 Pumping Station, etc., as per Items 1 and 2	Public Works Department	for £295.
44/38	do.	Watson's Supply Stores	...	Butter for Government Institutions for 4 weeks ending 22nd November, 1941, Local, as per Item 1	Various ...	1s. 5½d. per lb.
"	do.	Sara & Cook, Ltd. ...	...	Butter for Government Institutions for 4 weeks ending 22nd November, 1941, Local, as per Item 3	do. ...	1s. 0¾d. per lb.
592/41	do.	McPhersons Pty., Ltd.	236A, 1941	Machine Tools and Equipment, as follows:— Item 1 (b)—1 only Floor type Double-ended Motorised Polishing Head Item 2—1 only Bench Hand Drill. Item 3—5 only "Hercus" Screw-Cutting Lathes 4 only Scroll Chucks 1 only Independent Chuck Item 4—1 only Floor Type Grinder Item 8 (b)—1 only "Dawn" No. 61 Post Drill	Public Works Department	for £50. for £4 2s. 6d. £87 each. £3 15s. each. for £7 2s. 6d. for £50. for £3 2s. 6d.
"	do.	Atkins (W.A.), Ltd. ...	"	Delivered Fremantle Technical High School 1 only "Richardson" No. 2 Class "D" Forge Blower, as per Item 7, delivered Fremantle Technical High School	do. do.	for £43 10s.
661/41	Oct. 27	R. O. & G. Williams ...	264A, 1941	Jarrah Piles, 14 in. Crown, as follows:— 4/8 ft., 18/10 ft., 12/12 ft., 16/14 ft., 4/15 ft., 10/16 ft.	do. do.	2s. 6d. per ft.
630/41	do.	H. C. Little & Co. ...	251A, 1941	F.O.R. North Fremantle Electrical Equipment for State Implement Works, as follows:— Item 1—3 Air-break Switch Fuses Item 2—3 Isolating Switches, outdoor type Item 3—9 Isolating Switches, indoor type	do. do.	£29 10s. each. £3 10s. each. £2 each.
"	do.	Atkins (W.A.), Ltd. ...	"	F.O.R. Perth 5 only "A.G.E." Type O.W. 2, 300 Amp. 440 Volt 40-cycle Oil Circuit Breakers, as per Item 4, delivered to State Implement Works	do. do.	£29 10s. each.

APPOINTMENTS

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

Registrar General's Office,
Perth, 20th October, 1941.
R.G. No. 25/37.
IT is hereby notified, for general information, that Mr. W. L. Hardwick has been appointed to act, temporarily, as District Registrar of Births, Deaths, and Marriages

for the Murchison Registry District, to reside at Cue, vice Mr. N. N. Houston transferred; appointment to date from 25th October, 1941.

Registrar General's Office,
Perth, 29th October, 1941.
R.G. No. 60/38.
IT is hereby notified, for general information, that Mr. M. P. Copley has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths

for the Northam Registry District, to reside at Merredin, during absence on leave of Mr. G. G. Doonan; appointment to date from 24th October, 1941.

R.G. No. 63/34.

IT is hereby notified, for general information, that Constable J. A. Graham has been appointed to act, temporarily, as Assistant District Registrar of Births and Deaths for the Blackwood Registry District, to reside at Manjimup, during absence on leave of Constable A. Murray; appointment to date from 4th November, 1941, to 24th November, 1941, inclusive.

Registrar General's Office,
Perth, 30th October, 1941.

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

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

ROMAN CATHOLIC CHURCH.

28/41; 17/10/41; The Rev. Michael Moffatt; Cathedral avenue, Geraldton; Geraldton.

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 ENGLAND.

27/41; 30/10/41; The Rev. Percy Sands; South Perth; Perth.

H. J. GOODES,
Registrar General.

THE COMPANIES ACT, 1893.

Henry Berry & Company Proprietary, Limited
(in liquidation).

NOTICE is hereby given that a general meeting of the Shareholders of the above Company will be held at 625 Wellington street, Perth, on Tuesday, 2nd December, 1941, at 10.30 a.m., to have the Liquidator's account laid before them and to hear the Liquidator's explanation thereof.

Dated this 22nd day of October, 1941.

W. H. HALLIDAY,
Liquidator of Henry Berry & Company,
Proprietary, Limited (in liquidation).

THE COMPANIES ACT, 1893.

Fleet Investments Proprietary, Limited.

NOTICE is hereby given that the Registered Office in Western Australia of the abovenamed Company is situated at Pastoral House, 156 St. George's terrace, Perth, and that Colin McBeth Bryan is the Attorney of the said Company in the said State.

Dated the 11th day of October, 1941.

PARKER & PARKER,
Solicitors in Western Australia for the abovenamed Company, 21 Howard street, Perth.

ASSOCIATIONS INCORPORATION ACT, 1895.

WE, Thomas Henry Batey, of 5 Arundell street, Bayswater, and Herbert Stanier, 38 South crescent, Bayswater, being the persons hereunto authorised by the Bayswater Old Age and Invalid Pensioners' Association, do hereby give notice that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

T. H. BATEY,
H. STANIER.

The following is a copy of the Memorial intended to be filed in the Supreme Court, under the provisions of the said Act:—

1. Name of Institution:—The Bayswater Old Age and Invalid Pensioners' Association.
2. Object and Purpose of Institution:—(a) Generally to assist and protect the interests and further the

claims of Invalid and Old Age Pensioners Act, 1908-1932, and amendments, and any other Act or Acts which may hereafter be passed affecting or concerning invalid or old age pensioners or persons claiming to be entitled to a pension under such Acts or any other such Acts, or any matter concerning invalid or old age pensioners or persons claiming to be entitled to a pension; (b) to promote such legislative, social, or administrative reforms or amendments as are relative to the foregoing aims and objects; (c) to encourage and assist in the dissemination of a sound public knowledge concerning the condition in life of aged and invalid pensioners and the duty of making adequate provision for their support, and to print and publish such publications as the Association may think desirable for the furtherance of the objects of the Association; (d) the establishment of a funeral fund for the benefit of members generally; (e) and for the inauguration and carrying out of any business or matter deemed necessary in the interests of members of the Association.

3. Where Situated or Established:—Bayswater Town Hall.

4. Names of Trustees:—Harry Young, William Johnston.

5. In whom the Management of the Institution is Vested:—The Executive Committee, the President, Vice-President, Secretary, Treasurer, and four other members or more elected annually at the general meeting in January.

1, MARY ANTHONY FINN, of The Sisters of The Brigidine Congregation Convent, Randwick, in the State of New South Wales, a person hereunto authorised by the said Congregation, do hereby give notice that I am desirous that The Sisters of The Brigidine Congregation, of Salvado road, Subiaco, should be incorporated under the provisions of the Associations Incorporation Act, 1895.

MARY ANTHONY FINN,
Mother Provincial.

The following is a copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act:—

Memorial of The Sisters of the Brigidine Congregation of Salvado road, Subiaco, filed in pursuance of the Associations Incorporations Act, 1895:—

1. Name of the Institution—The Sisters of The Brigidine Congregation, of Salvado road, Subiaco.

2. Object or Purpose of the Institution—(a) The instruction of children in the principles of religion and Christian virtue; (b) the teaching of children in primary, secondary, and boarding schools.

3. Where Situated or Established—Salvado road, Subiaco.

4. The Name or Names of the Trustee or Trustees—Mary Anthony Finn.

5. In whom the Management of the Institution is Vested, and by what means—The management is vested in the Mother Provincial by the Constitutions of the Congregation.

Lavan, Walsh and Lavan, Solicitors, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ernest Alfred Evans, late of 16 Helena street, Guildford, in the State of Western Australia, Retired Commissioner of Railways, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are hereby required to forward particulars of same in writing to The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 1st day of December, 1941, and notice is further given that at the expiration of such time the said Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 24th day of October, 1941.

WALKER & BROCKMAN,
Bank of Adelaide Chambers, St. George's terrace,
Perth, Solicitors for the Executor, The West Australian Trustee, Executor, and Agency Company, Limited.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims or demands against the Estate of Edwin Trevena, late of "Strathnairn," Donnybrook, in the State of Western Australia, Farmer, deceased, are hereby required to send particulars thereof in writing to the Executors, Doris Reta Trevena and Reginald Edwin Trevena, both of "Strathnairn," Donnybrook, in the State of Western Australia, on or before the 1st day of December, 1941, after which date the Executors will distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to such claims and demands of which the Executors shall then have had notice.

Dated the 27th day of October, 1941.

SLEE & ANDERSON,
of Stephen street, Bunbury, Solicitors for the Executors, by their agents—Northmore, Hale, Davy, & Leake, of Halsbury Chambers, Howard street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Neville Walter Dumbrell (better known as Walter Dumbrell), late of 89 Edward street, East Perth, in the State of Western Australia, Railway Guard, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased, are hereby required to send particulars in writing thereof to the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, on or before the 1st day of December, 1941, after which day the said Executor will proceed to distribute the assets of the said deceased amongst the parties entitled thereto, having regard only to the claims and demands of which the said Executor shall then have had notice.

Dated the 27th day of October, 1941.

RALPH J. STODDART,
of Perth, Solicitor 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 1st day of December, 1941, after which date I will proceed to distribute the assets of the said deceased persons amongst those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 30th day of October, 1941.

J. H. GLYNN,
Curator of Intestate Estates.

Name.	Date of Death.	Date of Order.	Address.	Occupation.
Wells, Frederick	25-3-40	22-10-41	Nedlands	Farmer
Wyatt, John	"	23-10-41	68 Dugan street, Kalgoorlie	Miner
Connell, James Henderson	1-8-41	"	Railway terrace, Goomalling	No occupation
Holmes, John Wallace	10-8-41	22-10-41	formerly of Busselton but late of Nedlands	Retired solicitor
Hysen, Bektash	12-8-41	23-10-41	32 Lane street, Boulder ...	Miner
Holland, John Morton	25-8-41	22-10-41	cr. Lionel street and Forrest street, Kalgoorlie	No occupation
Steele, William	23-9-41	23-10-41	Merredin	Labourer

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