



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 3.]

PERTH : FRIDAY, JANUARY 15.

[1943.

JUSTICES OF THE PEACE.

Premier's Office,
Perth, 12th January, 1943.

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

William Neilson Hancock, Esquire, of 205 St. George's terrace, Perth, and 14 Walker avenue, West Perth, as a Justice of the Peace for the Perth Magisterial District;

Clifford Francis Millington, Esquire, of 12 Clyde road, Mount Lawley, as a Justice of the Peace for the Perth Magisterial District.

R. H. DOIG,
Acting Secretary Premier's Office.

Commonwealth of Australia.

NATIONAL SECURITY (SUPPLEMENTARY) REGULATIONS.

State of Western Australia.

Intoxicating Liquor (Restriction) Order.

WHEREAS by regulation 45 of the National Security (Supplementary) Regulations (as amended by Statutory Rule 1942, No. 132) it is provided, *inter alia*, that notwithstanding anything contained in the law of any State, where the Premier of the State is of opinion that it is in the interests of the defence of the Commonwealth or the effectual prosecution of the war that limitations or restrictions on the sale, supply, disposal, possession, or use of intoxicating liquor in the State additional to or different from the limitations and restrictions prescribed by the laws of the State should be imposed, he may by Order published in the *Government Gazette* of the State prohibit, restrict, control, or regulate the sale, supply, disposal, possession, or use of intoxicating liquor in the State, and that any such Order may be made so as to apply either throughout the State or to any area or premises therein, may make different provisions with respect to different classes of premises, may provide for exempting premises (either absolutely or conditionally) from any of the provisions of the Order, and may contain such incidental and supplementary provisions as appear to the Premier to be necessary

or expedient for the purposes of the Order: And whereas I, John Collings Willcock, M.L.A., Premier of the State of Western Australia, acting by virtue of the powers conferred by the said regulation 45 made and issued an Order dated the 27th day of August, 1942, which was cited therein as "The Intoxicating Liquor (Restriction) Order No. 1," and was published in the *Government Gazette* of Western Australia on the 28th day of August, 1942, and is still in force, and also an Order dated the 17th day of December, 1942, which was cited therein as "The Intoxicating Liquor (Restriction) Order No. 2," and was published in the *Government Gazette* of Western Australia on the 18th day of December, 1942, and is still in force: And whereas it is now deemed desirable and expedient to amend the said first-mentioned Order in the manner hereinafter mentioned: Now, therefore I, the said John Collings Willcock, M.L.A., Premier of the State of Western Australia, acting by virtue of the authority conferred by the said regulation 45, do hereby make the following Order.

1. This Order may be cited as the Intoxicating Liquor (Restriction) Order No. 3 and shall be read as one with the Intoxicating Liquor (Restriction) Order No. 1 hereinbefore mentioned and hereinafter referred to as the principal Order, and also in conjunction with the said Intoxicating Liquor (Restriction) Order No. 2.

2. The principal Order is hereby amended as follows:—

(a) by deleting from clause 5 thereof the whole of paragraphs (3) and (4) and inserting in lieu thereof a paragraph as follows:—

(3) Subject as hereinafter provided, a person shall not sell or supply to any female person or permit or suffer any female person to obtain any intoxicating liquor while such female person is standing in any bar of any licensed premises situate within the metropolitan area: Provided that this paragraph shall not apply—

(i) to the sale of any intoxicating liquor in bottles in bottle departments; or

(ii) to the sale in any wine saloon of wine by the bottle for consumption elsewhere than in the wine saloon.

(b) by deleting paragraph (iii) of the proviso to clause 6, and inserting in lieu thereof a paragraph as follows:—

- (iii) (a) The Commissioner of Police may in writing grant permission for a public place to be used for any private purpose;
- (b) When such permission is given by the said Commissioner, paragraphs (a) and (b) of this clause shall not apply to the public place in respect of which such permission has been given whilst such permission remains in force and such public place is used for the private purpose, notwithstanding that such public place is of one of the classes mentioned in the said paragraphs (a) and (b);
- (c) While a public place is being used for a private purpose pursuant to permission granted by the said Commissioner, it shall not be opened to members of the public;
- (d) Any permission granted by the Commissioner of Police under this paragraph of this proviso may be granted upon and subject to any conditions which the Commissioner may think fit to impose.

(c) by inserting in the principal Order, after clause 7 thereof, a new clause, to stand as clause 7A, as follows:—

7A. In proceedings for an offence against this Order the following provisions shall apply—

- (a) The allegation in a complaint or information that a person is the licensee of any licensed premises mentioned in the complaint or information shall be *prima facie* evidence of the fact so alleged;
- (b) Any liquid shall, until the contrary is proved, be deemed to be intoxicating liquor;
- (c) The delivery of intoxicating liquor by any person in any licensed premises to any other person shall be sufficient evidence of the sale of that liquor by the licensee of those premises or by the person delivering the liquor, unless evidence to the contrary to the satisfaction of the Court is given.

3. This Order shall operate and have effect as from the date of the publication of the same in the *Government Gazette* of Western Australia.

Dated this 11th day of January, 1943.

(Sgd.) J. WILLCOCK,
Premier of the State of Western Australia.

Commonwealth of Australia.

NATIONAL SECURITY (SUPPLEMENTARY)
REGULATIONS.

State of Western Australia.

Subiaco Municipal Council (Postponement of Election)
Order.

WHEREAS by regulation 51 of the National Security (Supplementary) Regulations (as amended by Statutory Rule 1942 No. 172) it is provided that the Premier of a State, if satisfied that it is desirable so to do in the interests of the defence of the Commonwealth or the more effectual prosecution of the war, may make provision for the postponement of any election of any city, municipal, district or shire council or of any other local governing body in the State: And whereas I, John Collings Willcock, M.L.A., Premier of the State of Western Australia, acting in pursuance of the authority conferred by the said regulations issued an Order dated the 30th day of September, 1942, which was cited therein as "the Municipal Councils (Postponement of Election) Order" and was published in the *Government Gazette* on the 2nd day of October, 1942, whereby it was provided that the annual election of the mayor, the councillors and the auditor of every municipal council constituted under the Municipal Corporations Act, 1906-1941, which ordinarily would be held on the fourth Saturday in November, 1942, was thereby postponed from the said fourth Saturday in November, 1942, until the 30th day of January, 1943, and that it should not be necessary to hold the said election on the said fourth Saturday in November, 1942: And whereas so far as

regards the annual election of the mayor, the councillors and the auditor of the Subiaco Municipal Council, it is deemed to be desirable and expedient that such annual election, which now stands postponed until the 30th day of January, 1943, by virtue of the operation of the said Municipal Councils (Postponement of Election) Order aforesaid, shall be further postponed until the 1st day of May, 1943: Now therefore I, the said John Collings Willcock, as such Premier aforesaid, acting under the authority conferred by the said regulation 51, do hereby order as follows:—

1. This Order may be cited as the Subiaco Municipal Council (Postponement of Election) Order.

2. Notwithstanding anything to the contrary contained in the Municipal Corporations Act, 1906-1941, of Western Australia—

- (a) the annual election of the mayor, the councillors, and the auditor of the Subiaco Municipal Council constituted under the said Act, which ordinarily should have been held on the fourth Saturday in November, 1942, and which by operation of the Municipal Councils (Postponement of Election) Order hereinbefore mentioned was postponed and now stands postponed until the 30th day of January, 1943, is hereby further postponed from the said 30th day of January, 1943, until the 1st day of May, 1943, and it shall not be necessary to hold the said election on the said 30th day of January, 1943: Provided that—

(i) this Order may be revoked at any time during the period of further postponement herein provided for by a subsequent Order made under regulation 51 aforesaid; and

(ii) any subsequent Order made as provided for in paragraph (i) of this proviso may fix any date within the said period of further postponement for the holding of the annual election which by this Order is ordered to be further postponed.

- (b) Consequentially, upon the operation of paragraph (a) of this clause, the terms of office of the mayor, the councillors, and the auditor of the Subiaco Municipal Council which would but for the operation of the said Municipal Councils (Postponement of Election) Order have expired by effluxion of time on the fourth Saturday in November, 1942, and which would but for this Order expire on the 30th day of January, 1943, shall be and are hereby further extended after the said 30th day of January, 1943, for a period ending on the date of the completion of the postponed annual election when such is held, and such mayor, councillors, and auditor shall continue to be mayor, councillors, and auditor respectively of the said Subiaco Municipal Council accordingly: Provided that nothing in this paragraph shall operate so as to extend the term of office of any other councillors or auditor of the Subiaco Municipal Council who were not due to retire on the fourth Saturday in November, 1942.

Dated this Eleventh day of January, 1943.

(Sgd) J. WILLCOCK,
Premier of the State of Western Australia.

THE AUDIT ACT, 1904.

The Treasury,
Trsy. No. 77/41. Perth, 6th January, 1943.
IT is hereby published, for general information, that Mr. H. C. Elsegood has been appointed Receiver of Revenue for the Metropolitan Water Supply Department and the appointments of Messrs. L. R. Brown and A. B. Stanward as Receivers of Revenue are hereby cancelled.

A. J. REID,
Under Treasurer.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Child Welfare	Clerk (Boarding Out, etc.)—Item 721	Class 3, £200—£210	1943. 16th January.
Mines	Mining Registrar, Marble Bar	Class 7, £342—£366 (Limit £354)	30th January.

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

GEO. W. SIMPSON,
Public Service Commissioner.

Crown Law Department,
Perth, 14th January, 1943.

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

Charles Pinner as Acting Bailiff of the Narrogin Local Court, at Williams, during the absence on leave of A. G. Ridley;

Charles Arthur Neal as Acting Bailiff of the Moora Local Court during the absence on leave of R. N. Brown;

Francis Desmond McIntyre as Acting Bailiff of the Midland Junction Local Court, at Mundaring, during the absence on leave of V. McDonald.

H. B. HAYLES,
Under Secretary for Law.

THE HOSPITALS ACT, 1927.

Donnybrook District Hospital—Erratum.

IN *Government Gazette* No. 59 of 4/12/42, page 1230, as chairman of the Donnybrook District Hospital Board read "S. Padman" for "S. Rodman."

14/1/43. F. J. HUELIN,
Under Secretary.

NATIVE ADMINISTRATION ACT, 1905-1941.

Department of Native Affairs,
Perth, 11th January, 1943.

IT is hereby notified, for general information, that the Hon. Minister for the North-West has approved of the issue of Certificates of Exemption from the provisions of the Native Administration Act, 1905-1941, to the following:—

N.A. 889/42:—Half-caste William Dunn, of Walgun or Tallawan Stations, in the Nullagine District; the Certificate is numbered A220 and is dated the 2nd January, 1943;

N.A. 275/41:—Half-caste woman Mrs. Lucy Brockman (*nee* Gillespie), of Bridgetown; the Certificate is numbered A219 and is dated the 30th December, 1942.

N.A. 1075/42:—To be Protectors of Natives—Mr. James Cunninghame, I.S.O., J.P., for the Derby District, from the 22nd December, 1942, to the 22nd January, 1943; Constable T. J. Kelliher, for the Wiluna District, from the 4th January to the 14th February, 1943, vice Sergeant E. J. Pollett, on leave.

N.A. 1075/42. PURSUANT to the provisions of section 7 of the Native Administration Act, 1905-1941, the Honourable the Minister for the North-West has appointed the undermentioned persons to be Protectors of Natives for the year ending 31st December, 1943.

F. I. BRAY,
Commissioner of Native Affairs.

PROTECTORS OF NATIVES, 1943.

Town or District and Protectors.

Head Office (Whole State)—McBeath, C. L. (Deputy Commissioner of Native Affairs)—for all districts within the State; Musso, Dr. L. A. M. B. (Medical Inspector, Department of Native Affairs)—for all districts within the State; Ash, G. A. W. (Clerk in Charge and Inspector, Department of Native Affairs)—for all districts within the State.

Perth and Fremantle Magisterial Districts—Carrick, K. H. (Department of Native Affairs)—for all districts and parts of districts within the Magisterial Districts of Perth and Fremantle.

Albany—Reynolds, E. S. (Resident Magistrate)—for Albany and all districts and parts of districts within the Magisterial Districts of Stirling and Williams; Baumgarten, W. (Sergeant of Police).

Balladonia—Baesjou, J. A. K.—for Esperance District.

Bassendean—Dimond, H. (Police Constable).

Beagle Bay Mission—Huegel, Rev. Fr. Francis—for Broome District.

Bencubbin—Gregory, L. (Police Constable).

Benjaberring—Mitchell, E. C., J.P.—for all districts and parts of districts within the Avon Magisterial District.

Beverley—Catt, H. C. (Police Constable).

Big Bell—Plunkett, C. (Police Constable).

Boddington—Dwyer, J. F. (Police Constable).

Boulder—Carmody, W. A. (Sergeant of Police)—for Kalgoorlie and Boulder Districts.

Boyanup—Boxall, Rev. F. J.—for Bunbury and Donnybrook Districts.

Boyup—Ramshaw, F. (Police Constable).

Brookton—Tillotson, G. E. I. (Police Constable).

Broome—Oldmeadow, Dr. D. J. (Acting Resident Magistrate and District Medical Officer)—for Broome and all districts and parts of districts within the Magisterial District of Broome; Frewer, Rt. Rev. John (Bishop of North-West Australia)—for all districts and parts of districts within the East Kimberley, West Kimberley, and Broome Magisterial Districts; Raible, Most Rev. Bishop Otto (Vicar Apostolic)—for all districts and parts of districts within the East Kimberley, West Kimberley, and Broome Magisterial Districts; Ferguson, A. O. (Inspector of Fisheries); Huegel, Rev. Fr. Francis (Beagle Bay Mission); Coate, Howard (Sunday Island Mission); Lacy, Harley (Officer in Charge, Wallall Native Feeding Depot); Cameron, P. M. (Inspector of Police); Cowie, J. (Sergeant of Police); Knight, M. (Officer in Charge, Native Hospital); Poesken, Rev. Fr. Benedict (Lombadina Mission); Aitken, A. K. (Officer in Charge, La Grange Bay Feeding Depot).

Broomehill—Cameron, D. J. (Police Constable).

Bridgetown—O'Brien, L. H. (Police Constable).

Bruce Rock—Handcock, G. M. (Police Constable); O'Rourke, Rev. E. J.

Bunbury—Dougall, K. J. (Stipendiary Magistrate)—for Bunbury and all districts and parts of districts within the Forrest and Mitchell Magisterial Districts; Boxall, Rev. F. J. (Boyanup)—for Bunbury and Donnybrook Districts; Jury, W. C. (Sergeant of Police).

Busselton—White, A. (Sergeant of Police).

Carnamah—White, W. M. (Police Constable).

Carnarvon—Bateman, F. E. A. (Resident Magistrate)—for Carnarvon and all districts and parts of districts within the Gascoyne Magisterial District; McGuigan, W. J. (Sergeant of Police).

Carrolup—Leeming, P. C.—for Katanning and all districts and parts of districts within the Magisterial Districts of Williams and Stirling; Leeming, Mrs. K. (Matron, Carrolup Native Settlement)—for Katanning and Kojonup Districts; Williams, F. G. (also for Katanning and Kojonup Districts).

Collie—Delfs, J. E. (Sergeant of Police).

Coolgardie—Strahan, P. H. (Police Constable).

Cosmo Newbery—Donegan, A. J. (Officer in Charge, Cosmo Newbery Rationing Depot)—for all districts and parts of districts within the Magisterial Districts of Coolgardie, Dundas, Collier, and Hannans.

Cundelee via Zanthus—Carlisle, A. J. (Officer in Charge, Cundelee Native Feeding Depot)—for all the Dundas, Hannans, and Esperance Magisterial Districts.

Corrigin—Culleton, L. B. (Police Constable).

Cue—Parker, K. H. (Resident Magistrate)—for Cue and all districts and parts of districts within the Clifton and Murchison Magisterial Districts; Edwards, R. V. (Police Constable).

Cunderdin—Allan, D. J. (Police Constable).

Dalwallinu—Tunstill, J. W. G. (Police Constable).

Denmark—Farrier, A. J. (Police Constable).

Derby—Musso, Dr. L. A. M. B. (Acting Resident Magistrate)—for Derby and all districts and parts of districts within the Magisterial District of West Kimberley; Dewar, S. (Sergeant of Police); Trigg, W. G. (Officer in Charge, Native Hospital); Coate, Howard (Sunday Island Mission)—for Broome and Derby Districts.

Dongarra—Tully, S. J. (Police Constable).

Donnybrook—Canning, W. H. (Police Constable);

Boxall, Rev. F. J. (Boyanup) (also for the Bunbury District).

Dowerin—Bibby, F. H. (Police Constable).

Dumbleyung—Quartermaine, H. F. (Police Constable).

Dwellingup—Graham, J. A. (Police Constable).

Drysdale River Mission—Gil, Very Rev. Fr. Thomas— for Wyndham District.

Esperance—Coope, Dr. A. B. J. (Resident Magistrate)

—for Esperance and all districts and parts of districts within the Magisterial District of Esperance; Baesjou, J. A. K.—for Balladonia District; Brown, J. M. (Police Constable).

Fitzroy Crossing—Andrews, W. M. (Police Constable).

Forrest River Mission—Best, Rev. S. H. J.—for Wyndham District; Thompson, Tennyson— for Wyndham District.

Fremantle—Craig, H. J. (Stipendiary Magistrate)— for Fremantle and all districts and parts of districts within the Magisterial District of Fremantle; Nicholson, J. (Inspector of Police); Coppinger, J. (Sergeant of Police).

Gascoyne Junction—Styants, F. K. (Police Constable).

Geraldton—Hannah, T. H. (Acting Resident Magistrate)—for Geraldton and all districts and parts of districts within the Magisterial District of Geraldton; Cooney, J. J. (Inspector of Police); Archibald, W. H. (Sergeant of Police).

Gingin—Muhs, H. J. (Police Constable); Paget, R. (Superintendent, Moore River Native Settlement; Sinclair, Miss M. A. S. (Matron, Moore River Native Settlement); Markey, G. J. (also for Moora and Gingin Districts).

Greenbushes—Leahy, D. (Police Constable).

Gwalia—Summers, R. V. (Police Constable).

Gnowangerup—Adshhead, W. (Police Constable); Wright, H. W. (United Aborigines' Mission).

Goomalling—Lowry, P. J. (Police Constable).

Guildford—McInnes, A. B. (Sergeant of Police).

Hall's Creek—Bond, J. F. (Police Constable).

Harvey—McCaskill, A. (Police Constable).

Jigalong—Driscoll, T. J.—for Nullagine District.

Kalgoorlie—Stotter, L. W. (Resident Magistrate)—for Kalgoorlie and all districts and parts of districts within the Magisterial Districts of Coolgardie, Dundas, Collier, and Hannans; Ansell, T. (Assistant Resident Magistrate)—for Kalgoorlie and all districts and parts of districts within the Magisterial Districts of Coolgardie, Dundas, Collier, and Hannans; Clements, H. B. (Inspector of Police); Fawcett, R. (Sergeant of Police).

Katanning—White, J. (Sergeant of Police).

Katanning-Kojonup—Leeming, P. C. (Superintendent, Carrolup Native Settlement)—for Katanning and Kojonup and all districts and parts of districts within the Magisterial Districts of Stirling and Williams; Leeming, Mrs. K. (Matron, Carrolup Native Settlement).

Kellerberrin—Ross, G. (Police Constable).

Kojonup—Doye, A. P. P. (Police Constable).

Kondinin—Napier, R. T. (Police Constable).

Kulin—Smith, T. W. (Police Constable).

Kununya Mission—Holmes, Rev. G. W. (Superintendent)—for East Kimberley and West Kimberley Magisterial Districts.

La Grange—Aitken, A. K. (Officer in Charge, Native Rationing Depot)—for Broome district.

Laverton—Donegan, A. J. (Officer in Charge, Native Rationing Depot, Cosmo Newbery)—for all districts and

parts of districts within the Magisterial districts of Coolgardie, Dundas, Collier, and Hannans; Anderson, A. F. (Police Constable).

Leonora—Busecumb, G. E. (Police Constable).

Lake Grace—Fletcher, L. C. (Police Constable).

Lawlers—Jones, A. J. (Police Constable).

Lombadina Mission—Puesken, Rev. Father Benedict— for Broome District.

Marble Bar—Marshall, W. G. C. (Police Constable).

Manjimup—Murray, A. (Police Constable).

Margaret River—St. Jack, J. G. (Police Constable).

Marvel Loch—Farrell, J. (Police Constable).

Meekering—Williams, R. A. (Police Constable).

Meekatharra—Clark, J. (Police Constable).

Merredin—Matthews, J. (Sergeant of Police).

Morawa—Sunter, A. K. (Police Constable).

Moora—Broun, R. N. (Police Constable).

Moore River Native Settlement—Paget R. (Superintendent, Moore River Native Settlement), also for Moora and Gingin Districts; Sinclair, Miss M. A. S. (Matron, Moore River Native Settlement) (also for Moora and Gingin Districts).

Moola Bulla Native Station—George, A. A. (Manager, Moola Bulla Native Station)—for all districts and parts of districts within the East Kimberley and West Kimberley Magisterial Districts.

Menzies—Taylor, H. K. (Police Constable).

Mount Barker—Wrigley, J. (Police Constable).

Mount Magnet—Planders, G. McK. (Police Constable); Candish, L. W. (Police Constable).

Mullewa—Hulin, A. T. (Police Constable).

Munja Native Station—Reid, H. (Manager, Munja Native Station)—for all districts and parts of districts within the West Kimberley Magisterial District.

Midland Junction—Washer, A. (Sergeant of Police).

Mundiwindi—McDonald, S. C.—for Peak Hill District.

Narrogin—Pike, F. A. (Inspector of Police); O'Connor, A. M. (Sergeant of Police).

Nannup—Lawson, C. (Police Constable).

Narembeen—McGeary, M. W. (Police Constable).

New Norcia—Catalan, Rt. Rev. Anselm, O.S.B.—for Moora District.

Northam—Read, F. M. I. (Stipendiary Magistrate)— for Northam and all districts and parts of districts within the Avon Magisterial District; Moloney, E. E. (Inspector of Police); Gould, C. R. (Sergeant of Police).

Northampton—Kay, W. de C. (Police Constable); Dixon, Rev. F. C.

Nungarin—Beard, A. E. (Police Constable).

Norseman—Kevau, J. A. (Sergeant of Police).

Nullagine—McMahon, D. M. (Police Constable); Driscoll, T. J. (Jigalong).

Ouslow—Pope, Dr. R. A. D. (Resident Magistrate)— for Ouslow and all districts and parts of districts within the Ashburton Magisterial District; Maller, J. C. (Police Constable).

Peak Hill—Purcell, Edward, J.P.; McDonald, S. C. (Mundiwindi).

Pemberton—Cox, O. F. G. (Police Constable).

Perenjori—Fiebig, A. O. (Police Constable).

Perth—McMillan, J. F. (Stipendiary Magistrate)—for Perth and all districts and parts of districts within the Perth Magisterial District; Wallwork, W. J. (Stipendiary Magistrate)—for Perth and all districts and parts of districts within the Perth Magisterial District; Doyle, J. (Chief Inspector of Police); Read, S. H. (Inspector of Police); Rowbottom, H. W. (Inspector of Police); Timms, A. G. S. (Inspector of Police); Drysdale, G. (Inspector of Police); Reid, A. L. (Sergeant of Police); Scott, Miss M. (Matron, Native Girls' Home, East Perth).

Pinjarra—Rea, S. (Police Constable).

Pingelly—Atwell, Rev. Canon E. J. T.; Napier, A. A. (Police Constable).

Port Hedland—Dicks, Dr. H. G. (Resident Magistrate)—for Port Hedland and all districts and parts of districts within the Magisterial Districts of Pilbara and Port Hedland; Bisley, J. H. (Officer in Charge, Native Hospital); Chipperfield, C. E. (Police Constable).

Quairading—Chambers, W. J. (Police Constable).

Ravensthorpe—Treloar, J. A. B. (Police Constable).

Roebourne—Dicks, Dr. H. G. (Resident Magistrate)— for Roebourne and all districts and parts of districts within the Magisterial District of Roebourne.

Roebourne and Whim Creek—McGeary, B. P. (Police Constable).

Sandstone—Fiebig, C. A. (Police Constable).

Shark Bay—Nicholls, E. C. (Police Constable).

Southern Cross—Chesher, D. V. (Sergeant of Police).

Sunday Island Mission—Coate, Howard—for Derby and Broome Districts.
 Tambellup—Clark, J. G. (Police Constable).
 Three Springs—Meyer, G. E. (Police Constable).
 Trayning—Patterson, J. W. (Police Constable).
 Turkey Creek—Bunt, W. J. (Police Constable).
 Toodyay—Clark, H. E. (Police Constable).
 Wallal—Lacy, Harley (Officer in Charge, Wallal Native Feeding Depot)—for Broome District.
 Wagin—Duperouzel, A. (Police Constable).
 Walcbing—Warren, C. M.
 Waroona—Daws, S. G. (Police Constable).
 Westonia—Plunkett, W. A. (Police Constable).
 Wickpin—Joyce, H. L. (Police Constable).
 Wongan Hills—Bandy, A. C. A. (Police Constable).
 Whole State—Neville, A. O. (Melbourne)—for all districts within the State; Bates, Mrs. Daisy (Ooldea, S.A.)—for all districts within the State; Woodland, A. T. (Nedlands)—for all districts within the State.
 Williams—Ridley, A. G. (Police Constable).
 Wiluna—Pollett, E. J. (Sergeant of Police).
 Wilkatchem—Emberson, E. P. (Police Constable).
 Wyndham—Best, Rev. S. H. J. (Superintendent, Forrest River Mission); Thompson, Tennyson (Forrest River Mission); Gil, Very Rev. Fr. Thomas (Drysdale River Mission); Holmes, Rev. G. W. (Kummuva Mission); Box, R. W. (Police Constable); Venner, Fred (Officer in Charge, Native Hospital).
 Yalgoo—Weaver, J. E. (Police Constable).
 York—Clifford, L. H. (Sergeant of Police).
 Zanthus—Carlisle, A. J. (Officer in Charge, Cundelee Native Feeding Depot)—for all the Dundas, Hannans, and Esperance Magisterial Districts.

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:—

BUNBURY.

27th January, 1943, at 3.30 p.m., at the District Lands Office—
 ‡Cookernup—Town 22, 1a., £10.

COLLIE.

27th January, 1943, at 11 a.m., at the Court House—
 †Bowelling—*21, 3a, 3r, 25p., £25.
 ‡Collie—*1352, 6a., £25.

*Suburban lot for cultivation.

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

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

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

G. L. NEEDHAM,
 Under Secretary for Lands.

FORFEITURES.

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

Name, Lease, District, Reason, Corres No., Plan.
 Beattie, N. McK.: 41201/55; Roe 809; £154 8s. 0d.; 5107/24; 346/80, A4.
 Drust, G. E.; 68/3699; Roe 1162; £52 13s. 0d.; 2327/32; 375/80, F4.
 Drust, G. E.; H.F. 74/1583; Roe 1752, pt. 1162; —; 2467/32; 375/80, F4.
 Follett, P.: 13014/56; Yilgarn 200; £179 4s. 3d., 2555/24; 35/80, C & D1.
 Horton, T. E.; 3116/911; South Kumminin; £3 0s. 0d.; 4641/28; South Kumminin.
 Lee, Jas.; 348/890; Roe 1228, 1296; £17 4s. 11d.; 783/38; 388/80, C3.
 Meagher, K. M.; 347/1852; Avon 23449, 23450; £38 10s. 5d.; 2660/37; 344/80, A, B1 & 2.
 Nelson, E. W.; 32980/55; Myrup 25 and 26; conditions; 4112/97; Myrup.

Nelson, E. W.; 32981/55; Myrup 28; conditions; 4647/97; Myrup.
 Pfeiffer, W.; H.F. 12070/74; Wellington 2676; conditions; 443/09; 415/80, A2.
 Sheridan, E. V.; 3117/978; Mt. Palmer 210; £1 10s. 0d.; 1084/35; Palmer's Find.
 Smith, J. H.; 68/1426; Yilgarn 312; £179 1s. 1d.; 233/29; 35/80, E & F1 & 2.
 Thomson, W.; H.F. 365/857; Nelson 9753; £1 11s. 6d.; 1710/39; 439C/40, E4.
 Walker, E. G.; Knight, C. R.; Knight, Z. H.; 347/1730; Avon 20419, 20421; £44 16s. 2d.; 1296/37; 34/80, C1.

G. L. NEEDHAM,
 Under Secretary for Lands.

BUSH FIRES ACT, 1937.

Appointment of Bush Fire Control Officer.

Department of Lands and Surveys.
 Corres. No. 277/38. Perth, 13th January, 1943.
 IT is hereby notified, for general information, that the Bruce Rock Road Board has appointed Maxwell G. Holtfreter as a Bush Fire Control Officer in the Bruce Rock Road District.

G. L. NEEDHAM,
 Under Secretary for Lands.

LAND OPEN FOR SELECTION.

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

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

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

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

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

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

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

SCHEDULE.

WEDNESDAY, 20th JANUARY, 1943.

ALBANY LAND AGENCY.

Hay District (about 17 miles south-west of Cranbrook).

Corr. No. 359/37. (Plan 444/80, D3.)
 Location 571, containing 1,732a. 1r. 16p., at 3s. per acre; classification page 40 of 5868/22; exempt from road rates for two years from date of approval and subject to timber conditions; being H. K. C. Theyer's forfeited Leases 347/1383.

BEVERLEY LAND AGENCY.

Avon District (about 15 miles north of Lomos).
 Corr. No. 300/40. (Plan 344/80, A1.)
 Locations 21725 and 27010, containing 761a. 3r. 10p. and 400a. respectively, at 2s. 6d. per acre; classification page 13 of 2591/31; exempt from road rates for two years from date of approval and subject to poison conditions; being R. W. Barner's forfeited Lease 347/2753.

GERALDTON LAND AGENCY.

Victoria District (about 3½ miles south-east of Isseka).

Corr. No. 2061/39. (Plan 157A/40, B1 & 2.)

Location 3040, containing 3,196a., at 1s. 6d. per acre; classification page 6 of 550/30; exempt from road rates for two years from date of approval and subject to mining conditions and to the eradication of poison before the Crown Grant issues; being L. F. Murphy's forfeited Lease 347/2547.

Victoria District (about 6 miles north-east of Caron).

Corr. No. 5000/27. (Plan 121/80, A4.)

Locations 8516 and 8711, containing 1,847a. 1r. 6p., at 3s. per acre; classification page 10 of 5000/27; subject to payment for improvements, if any. This cancels the previous *Gazette* notice dated 24/12/1941.

Victoria District.

Open under Part V., section 53.

Corr. No. 1733/13. (Plan 157B/40, F1.)

Location 9724, containing 1a. 3r. 37.8p., at £5 per acre; Reserve 14741 is hereby reduced.

Victoria District—Meelyah Estate.

Corr. 1803/20, Vol. 2.

Location 3307, containing 100 acres; purchase money:—£62 10s.; half-yearly instalment (first five years), interest only:—to returned soldiers, at 4½% per annum, £1 8s. 2d.; to civilians, at 5 per cent. per annum, £1 11s. 3d.; half-yearly instalment over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. per annum, £1 14s. 10d.; to civilians, at 5 per cent. per annum, £1 17s. 1d. (Plan 90/80.)

KATANNING LAND AGENCY.

Kojonup District (about 2 miles north of Nowerellup).

Corr. No. 1040/37. (Plan 407/80, A4.)

Location 8512, containing 53a. 1r. 29p., at 2s. 6d. per acre; classification page 4 of 1040/37; exempt from road rates for two years from date of approval and subject to timber conditions; being W. G. G. Mills' forfeited Lease 347/1970.

NARROGIN LAND AGENCY.

Roe District (near Lake Carnody).

Corr. No. 611/32. (Plan 375/80, D2.)

Location 1132, containing 2,499a. 1r. 23p., at 4s. 9d. per acre; classification page 32 of 611/32; exempt from road rates for two years from date of approval. This cancels the previous *Gazette* notice dated 18/2/1942.

NORTHAM LAND AGENCY.

Avon District (about 11 miles west of Cramphorne).

Corr. No. 969/38. (Plan 5/80, B1.)

Location 19490, containing 964a., at 3s. per acre; classification page 28 of 969/38; exempt from road rates for two years from date of approval; being A. L. Powell's forfeited Lease 347/1943.

PERTH LAND AGENCY.

Peel Estate (about 3½ miles east of Karnup).

Corr. No. 1018/39. (Plan 341D/40, C4.)

Location 809, containing 145a. 1r. 11p.; purchase money:—£80; half-yearly instalments, first five years, interest only:—to returned soldiers, at 4½ per cent. per annum, £1 16s. 0d.; to civilians, at 5 per cent. per annum, £2; half-yearly instalments over the balance (35 years), including principal and interest:—to returned soldiers, at 4½ per cent. per annum, £2 4s. 8d.; to civilians, at 5 per cent. per annum, £2 7s. 5d.; subject to the conditions applying to this Estate and to timber conditions and payment for improvements; being W. E. Gull's forfeited Lease 347/2462.

Victoria District (about 10 miles north-west of Marchagee).

Corr. No. 588/39. (Plan 90/80, B2.)

Location 9516, containing 4,019a. 2r. 14p., at 1s. 6d. per acre; classification page 10 of 2949/33; exempt from road rates for two years from date of approval; being A. and L. A. Croft's forfeited Lease 347/2296.

SALMON GUMS LAND AGENCY.

Fitzgerald District (about 7½ miles south-west of Grass Patch).

Corr. No. 6026/27. (Plan 402/80, B2.)

Locations 314 and 718, containing 1,240a. 0r. 26p.; subject to pricing and to payment for improvements, if any; being A. D. Brewer's forfeited Leases 42515/55 and 25866/74.

WAGIN LAND AGENCY.

Roe District (about 4 miles east of Pingrup).

Corr. No. 834/42. (Plan 406/80, D3.)

Locations 454 and 735, containing 1,155a. 3r. 29p. and 160a., respectively, at 6s. 3d. per acre; classification page 4 of 6729/24; subject to Agricultural Bank indebtedness and to a cropping lease expiring on 28th February, 1943; being E. Clarson's cancelled application.

G. L. NEEDHAM,
Under Secretary for Lands.

TENDERS FOR LEASING RESERVE No. 2886.
BEVERLEY LAND AGENCY.

Grazing Purposes.

(Section 32 of the Land Act, 1933-1939.)

Department of Lands and Surveys,

Corr. 5399/12. Perth, 1st January, 1943.

TENDERS for the leasing of the land comprised within Reserve No. 2886 (situated near Pingelly) containing 20a. 1r. 5p., are invited.

The above Reserve will be available for leasing under section 32 of the Land Act, 1933-1939, for a term of five years, renewable at the will of the Hon. the Minister for Lands and terminable at three months' notice, no compensation being payable for improvements effected at the expiration of the lease or the sooner determination thereof and subject to the condition that the lessee shall not damage the existing improvements and shall maintain the fencing in good repair.

Tenders for the above, accompanied by one year's rent (the minimum amount being fixed at the rate of two (£2) per annum), indorsed "Tender for Reserve No. 2886, shown on Public Plan 378A/40," and addressed to the Under Secretary for Lands, Perth, must be lodged at the Lands Office, Beverley, on or before Wednesday, 27th January, 1943.

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

The highest or any tender will not necessarily be accepted. (Plan 378A/40.)

G. L. NEEDHAM,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1941.

Department of Lands and Surveys,
Perth, 15th January, 1943.

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:—

West Arthur.

L. & S. 3655/08; M.R. 466/40.

No. 5049: Widening:—

(a) Portion of Wellington Location 3992 bounded by lines commencing on the northern side of the present road 46 chains 31 links from a south-east corner of said location and extending (as shown on Diagram No. 50086) 270deg. 4min. 1 chain and 295deg. 50min. 1 chain along said side of the present road; thence 102deg. 57min. 1 chain 95 links to the starting point.

(b) Portion of Location 3992 bounded by lines commencing on its southern boundary 282deg. 57min. 1 chain 95 links and 295deg. 50min. 32 chains 92.3 links from the last-mentioned point in the previous paragraph and extending (as shown on Diagram No. 50086) 295deg. 50min. 1 chain 50 links and 321deg. 7min. 1 chain 50 links along the southern boundary of said location; thence 128deg. 28min. 2 chains 92.7 links to the starting point.

(c) Portion of Location 4008 bounded by lines commencing on its northern boundary 3 chains 51.8 links from its north-east corner and extending (as shown on Diagram No. 50086) 307deg. 24min. 1 chain 94.3 links

through said location; thence 113deg. 41min. 1 chain and 141deg. 7min. 1 chain along its northern boundary to the starting point.

Extension:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 44118), leaving the present road at the north-east corner of Wellington Location 1986 and extending south-eastward along the north-eastern boundary of said location and through Location 1646 to a surveyed road along the northern side of the Railway reserve in the latter location.

16.6p. being resumed from Wellington Location 1646. (Plan 410C/40, D4.)

West Arthur.

M.R.D. 466/40; L. & S. 3655/08.

No. 5049: Deviation of part:—A strip of land, one chain wide (widening at its commencement and terminus), leaving the present road on the northern boundary of Wellington Location 4180 8 chains 8.5 links from its north-eastern corner and extending (as shown on Diagram No. 50085) south-eastward through said location to rejoin the old road on its eastern boundary.

2a. Or. 20p. being resumed from Wellington Location 4180. (Plan 410C/40, D4.)

West Arthur.

L. & S. 3655/08; M.R. 466/40.

No. 7049: Widening of part:—Portion of Wellington Location 4012, bounded by lines commencing on its southern boundary 27 chains 28.4 links from its south-east corner and extending (as shown on Diagram No. 44419) 254deg. 50min. 9 chains 44.2 links, 313deg. 34min. 2 chains 52.9 links; thence 86deg. 12min. 10 chains 96.9 links to the starting point.

1a. Or. 3.3p. being resumed from Wellington Location 4012. (Plan 410C/40, D4.)

4733/29.

Mt. Marshall.

No. 9134: Widenings:—

(a) A strip of land, one chain wide (widening at its commencement and terminus), leaving Road No. 9452 at the south-west corner of Ninghan Location 1455 and extending (as shown on Diagram No. 57606) east along the south boundaries of said location and Locations 3811, 1456, and 1457 to a surveyed road at the south-east corner of the last-mentioned location.

(b) A strip of land, one chain wide (widening at its terminus), leaving Road No. 7070 at the south-west corner of Location 542 and extending (as shown on Diagram No. 57607) east along the south boundaries of said location and Locations 2879 and 1159 to the western boundary of Beacon Townsite.

11a. Or. 32p. being resumed from Ninghan Location 1455.

4a. being resumed from Ninghan Location 3811.

7a. being resumed from Ninghan Location 1456.

10a. being resumed from Ninghan Location 542.

4a. being resumed from Ninghan Location 2879.

3a. 1r. 39p. being resumed from Ninghan Location 1159. (Plan 66/80, A, B, & C2.)

8027/22.

Kununoppin-Trayning.

No. 9530: Extension:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 61015), leaving the present road on the south boundary of Avon Location 13164 and extending west along part of said boundary and the south boundary of 25191 and the southernmost boundary of 18378 to a surveyed road at a south-west corner of the last-mentioned location.

1r. 35p. being resumed from Avon Location 18378.

6.9p. being resumed from Avon Location 18884. (Plan 25/80, A, B1.)

10092/05.

Upper Blackwood.

No. 9533: Deviation:—A strip of land, one chain wide, its north-western side leaving the northern side of the present road in Nelson Location 1850 at a point situated 256deg. 4min. 9 chains 48.2 links, 118deg. 57min. 9 chains 1.6 links, and 98deg. 54min. 14 chains 87.7 links from the junction of said northern side with the north-eastern side of Road No. 3683 and extending (as shown on O.P. No. 5000) 237deg. 8min. 13 chains 59.8 links and 202deg. 6min. 6 chains 71.4 links through said location to Road No. 3683.

1a. 3r. 27.5p. being resumed from Nelson Location 1850. (Plan 415D/40, A3.)

Dalwallinu.

L. & S. 1521/35; M.R. 566/40.

No. 9734: Additions:—

(a) Portions of Melbourne Locations 1541 and 1673 bounded by lines commencing on an east boundary of the former location 6 chains 91.9 links from the south-east corner of Location 2587 and extending (as shown on O.P. 5080) 179deg. 59min. 6 chains 7.7 links and 225deg. 6 chains 2.3 links along the western side of the present road; thence 34deg. 7min. 5 chains 55.7 links and 11deg. 16min. 5 chains 84.7 links to the starting point.

(b) Portion of Melbourne Location 1673 bounded by lines commencing at the junction of the western side of the present road with the southernmost boundary of said location and extending west 3 chains 22.6 links along said boundary; thence 81deg. 27min. 4 chains 45.7 links, 64deg. 52min. 4 chains 11.3 links, 51deg. 5min. 2 chains 64.5 links; thence south-westward along said side of the present road to the starting point.

2r. 26.3p. being resumed from Melbourne Location 1673.

1r. 19.4p. being resumed from Melbourne Location 1541. (Plan 64/80, C2 & 3.)

1669/01.

Kalgoorlie.

No. 9959: Widening:—Portion of Reserve No. 7690 bounded by lines commencing at its south corner and extending (as shown on Diagram No. 44289) 336deg. 38.2 links along its western boundary; thence 99deg. 44min. 42.4 links; thence 223deg. 28min. 38.2 links along its south-eastern boundary to the starting point. (Plan Kalgoorlie, Sheet 1.)

2084/33.

Perth.

No. 10087: Extension:—A strip of land, one chain wide (widening in parts), leaving the present road on the east boundary of Swan Location 1154 and extending (as shown on O.P. 5059) north-eastward, northward, and westward through Reserve No. 2445 and along the north boundary of Location 1153 to Lefroy street on the west boundary of Location 611. (Plan 1A/40, A2.)

10666/98.

Kalgoorlie.

No. 10232: Launceston street:—A strip of land, one chain wide, commencing on the north-western side of Hainault road in Mining Lease 1168E near its south-western boundary and extending (as shown on Diagram No. 60797) north-westward through said lease and Lease 5604E to the southern side of the Kalgoorlie Boulder Railway reserve. (Plan Boulder Site.)

972/41.

Augusta-Margaret River.

No. 10250:—A strip of land, one chain wide, commencing at a surveyed road at the north-east corner of Sussex Location 2295 and extending southward along the east boundary of same and the eastern boundary of Location 2293 to Road No. 8646.

4a. 3r. 15p. being resumed from Sussex Location 2294. (Plan 440A/40, C1.)

3768/40.

Woodanilling.

No. 10251:—A strip of land, one chain wide (widening at its commencement), leaving a surveyed road at the south-east corner of Kojonup Location 4520 and extending (as shown on Diagram No. 57555) north along part of its east boundary to the north-west corner of Location 7502; thence northward passing through Locations 4454, 7644, 1507 (Reserve 9880) and 3679 to the eastern boundary of the last-mentioned location near its north-east corner.

1a. 3r. 9.6p. being resumed from Kojonup Location 4520.

3a. Or. 20p. being resumed from Kojonup Location 3679. (Plan 409D/40, B4.)

7541/20.

Woodanilling.

No. 10252:—A strip of land, one chain wide, leaving a surveyed road at the south-west corner of Kojonup Location 7384 and extending (as surveyed) east along its south boundary and the south boundaries of Locations 3917, 7741, and 7816 to a surveyed road at the south-east corner of the last-mentioned location; also to include portion of said Location 7816 bounded by lines commencing at its south-east corner and extending (as shown on Diagram No. 57556) west 12 chains 11 links along part of its south boundary; thence 25deg.

9min. 10 chains 31.5 links, 89deg. 55min. 7 chains 73.5 links; thence south 9 chains 36.7 links along part of its east boundary to the starting point.

9a. 1r. 4p. being resumed from Kojonup Location 7816. (Plan 416B/40, E1.)

865/41.

Preston.

No. 10255:—A strip of land, one chain wide, commencing on the west boundary of Leschenault Location 55 and extending eastward (as shown on L.T.O. Plan 5511) along the southern side of the Bumbury-Bridgetown Railway reserve (passing through Lots 2 to 11) to a surveyed road on the east boundary of said location; also to include portion of said Lot 11 bounded by lines commencing at the junction of the southern side of the road above-described with its east boundary and extending south 58.6 links along part of said boundary; thence 288deg. 12min. 3 chains 82.6 links; thence eastward along said side of road to the starting point.

17p. being resumed from Leschenault Location 55. (Plan 414A/40, B1.)

3736/27.

Brookton.

No. 10257:—A strip of land, one chain wide (widening in parts), leaving a surveyed road in Avon Location 18775 and extending (as shown on Diagram No. 60183) north-westward through said location to the south-west corner of Location 6401; thence north along the west boundary of the latter location and continuing to Road No. 3102. (Plan 342C/40, E4.)

2055/31.

Wongan-Ballidu.

No. 10258:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 57559), leaving a surveyed road at the north-west corner of Ninghan Location 1269 and extending southward along the west boundaries of said location and Locations 1270 and 1273 and through Melbourne Location 3047 and along the west boundary of Ninghan Location 1092 to a surveyed road at the south-west corner of the last-mentioned location.

1r. 32p. being resumed from Melbourne Location 3077. (Plans 64/80, D4 & 57/80, D1.)

680/40.

Dalwallinu.

No. 10259:—A strip of land, one chain wide, leaving a surveyed road at the south-west corner of Melbourne Location 3091 and extending (as shown Diagram No. 57562) east along the south boundary of said location and through Location 3211 to a surveyed road on the latter's east boundary.

13a. 3r. 24p. being resumed from Melbourne Location 3091.

4a. 0r. 4p. being resumed from Melbourne Location 3211. (Plan 64/80, B3.)

3986/40.

Manjimup.

No. 10260: Mount street:—A strip of land, one chain wide (widening at its commencement and terminus), leaving Collier street on the east boundary of Lot 162 in the Manjimup Townsite and extending (as shown on Diagram No. 57654) westward and north-westward, passing through said lot and Lot 163, Lots 165 to 168 (inclusive), and Lots 160, 159, 158, and 157 to Arnott street.

1r. 28.9p. being resumed from Manjimup Lot 162.

24p. being resumed from Manjimup Lot 160.

24.1p. being resumed from Manjimup Lot 159.

22p. being resumed from Manjimup Lot 158.

6.4p. being resumed from Manjimup Lot 157.

1r. 0.3p. being resumed from Manjimup Lot 168.

24p. being resumed from Manjimup Lot 167.

24p. being resumed from Manjimup Lot 166.

24.4p. being resumed from Manjimup Lot 165.

0.6p. being resumed from Manjimup Lot 163. (Plan Manjimup Townsite.)

1980/39.

Carnamah.

No. 10261: A strip of land, one chain wide, leaving Road No. 3100 at the north-west corner of Victoria Location 8872 and extending southward along part of the east boundary of Location 8665 and the easternmost boundary of 8618 and the easternmost boundary of 7840 to the south-east corner of the last-mentioned; thence west along part of the south boundary of said Location 7840 to a north-west corner of Location 8887. (Plan 89/80, A3 & 4.)

2932/16.

Goomalling.

No. 10262: A strip of land, one chain wide (widening at its terminus), leaving Road No. 5727 on the east boundary of Lot M1319 of Avon Location 1955, 8 chains 76.9 links from its south-east corner and extending (as shown on Diagram 57545) north-westward through said lot and Lot M1187 to a surveyed road on the north boundary of the latter lot.

23a. 0r. 27p. being resumed from Avon Location 1955. (Plan 32/80, C40.)

1699/38.

Preston.

No. 10264:—

A strip of land, one chain wide, leaving a surveyed road at the north-west corner of Preston A.A. Lot 314 and extending southward (as surveyed) along the western boundary of said lot and western boundaries of Lots 315 and 316 to a surveyed road at the south-western corner of the last-mentioned lot.

Also to include portions of Lots 26 and 314 (as shown on Diagram 59738) bounded by lines commencing on the north-western boundary of the former 1 chain 88.9 links from the south-western corner and extending 203deg. 6min. 7 chains 98.4 links; thence 11deg. 14min. 6 chains 45.9 links and 55deg. 4min. 1 chain 88.9 links to the starting point.

Also portions of Lots 313 and 312 (as shown on Diagram 59738) bounded by lines commencing on the eastern boundary of the former 7 chains 77 links from its south-eastern corner and extending 23deg. 52min. 13 chains 50.4 links; thence southward along part of the eastern boundaries of said Lots 12 and 13 to the starting point.

8.3p. being resumed from Preston A.A. Lot 26.

1r. 15.5p. being resumed from Preston A.A. Lot 314.

1r. 16.2p. being resumed from Preston A.A. Lot 313.

39.7p. being resumed from Preston A.A. Lot 312. (Plan 414A/40, C1.)

4135/40.

Narrogin.

No. 10265:—A strip of land, one chain wide (widening at its terminus as shown on Diagram No. 57614), leaving a surveyed road at the north-west corner of Dumberning A.A. Lot 203 and extending south along its west boundary and the west boundary of Lot 205 to a surveyed road at the latter's south-west corner.

1r. 34.6p. being resumed from Dumberning A.A. Lot 76. (Plan 385A/40, A2.)

4135/40.

Narrogin.

No. 10266:—A strip of land, one chain wide (widening at its terminus, as shown on Diagram No. 57615), leaving a surveyed road at the south-west corner of Dumberning A.A. Lot 75 and extending north and northward passing along the west boundary of said lot and the west boundary of and through Lot 177 to a surveyed road on the latter's north boundary.

1r. 0.4p. being resumed from Dumberning A.A. Lot 177. (Plan 385A/40, C2.)

9542/13.

Dalwallinu.

No. 10268:—A strip of land, two chains wide, leaving a surveyed road at the south-west corner of Melbourne Location 7759 and extending (as shown on O.P. 5084, L.T.O. Diagram 8453; O.P. 3207, Lands and Surveys Diagrams 50308, 48675, and 48412) east along the south boundary of said location to its south-east corner; thence south and east along part of a west boundary of and through Location 7736 and continuing east passing along the north boundary of Location 3096, through Location 3058 and along the south boundary of Location 7712 to a surveyed road at the south-east corner of the last-mentioned location.

12a. 3r. 36p. being resumed from Melbourne Location 7759.

17a. 3r. 37p. being resumed from Melbourne Location 7736.

8a. 2r. 5p. being resumed from Melbourne Location 3058.

6a. 2r. 12p. being resumed from Melbourne Location 7712. (Plan 89/80, B & C4.)

Dalwallinu.

L. & S. 1521/35; M.R. 566/40.

No. 10269:—A strip of land, one chain wide (widening on part of the north boundary of Melbourne Location 1050 and at the south-east corner of Location 2690 and the south-west corner of Location 1673, as shown

on O.P. 5080), leaving Road No. 9248 at the north-west corner of Location 3092 and extending east along part of the south boundary of Location 2703 and the south boundaries of Locations 2704, 2695, 2690, and 1673 to a surveyed road at the south-east corner of the last-mentioned location.

12.8p. being resumed from Melbourne Location 1050.

6.1p. being resumed from Melbourne Location 2690.

6.8p. being resumed from Melbourne Location 1673. (Plan 64/80, B4, C3.)

Dalwallinu.

L. & S. 1521/35; M.R. 566/40.

No. 10270:—A strip of land, one chain wide (widening at its terminus, as shown on O.P. No. 5080), leaving Road No. 6041 on the south-eastern boundary of Melbourne Location 1795 and extending south-westward along part of said boundary and an eastern boundary of Location 1673 and through Location 1541 to the north boundary of Reserve No. 10969.

4.3p. being resumed from Melbourne Location 1541. (Plan 64/80, C2.)

Dalwallinu.

L. & S. 1521/35; M.R. 636/40.

No. 10271:—A strip of land, two chains wide (widening at the north-west corner of Location 3655, as shown on Diagram No. 57604), leaving a surveyed road at the south corner of Victoria Location 7827 and extending north-eastward along the north-western boundaries of Location 3655 and Reserve No. 15813 to the north-west corner of said location; thence (as shown on said diagram) east, along part of the south boundary of Reserve No. 17039; thence (converging to one chain wide and widening at its terminus) north-eastward, passing through said reserve and Reserve 11159 and Melbourne Locations 3668 and 3669 to Road No. 7690 in the latter location.

2a. 1r. 33p. being resumed from Victoria Location 3668.

1a. 2r. 6.8p. being resumed from Victoria Location 3669. (Plan 89/80, C2 and D2.)

Kojoonup.

L. & S. 716/41; M.R. 136/41.

No. 10275:—A strip of land, one chain wide (widening on part of the east boundary of Kojoonup Location 5700, as shown on Diagram No. 57669) leaving Road No. 8444 at the north-west corner of Location 203 and extending southward along eastern boundaries of Locations 8071, 5770, 5701, 5579, and 5078 to Road No. 0963 at the south corner of the last-mentioned location.

3r. 1.9p. being resumed from Kojoonup Location 5700. (Plans 437B/40, E2, and 437C/40, E3.)

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.

ROAD No. 4732—ERRATUM.

Department of Lands and Surveys,
Perth, 15th January, 1943.

6083/12.

NOTICES appearing in the *Government Gazette*s of the 25th September and the 30th October, 1942, pages 909 and 1009, respectively, are hereby amended, in respect to the description of the deviation, to read:—

No. 4732: Deviation:—A strip of land, one chain wide, leaving the present road on the south boundary of Murray Location 531 and extending (as surveyed and shown on Diagram No. 44436) northward through said location to rejoin the old road near its northern boundary.

1a. 3r. 12.3p. being resumed from Murray Location 531. (Plan 380C/20.)

G. L. NEEDHAM,
Under Secretary for Lands.

PUBLIC WORKS TENDERS.

TENDERS are invited for the following:—

Purchase of Property:—Gorge Rock School; closing at Perth 2.30 p.m., Tuesday, 9th February, 1943; conditions may be seen at P.W.D., Perth and Katanning; Police Stations, Corrigin and Kondinin, Monday 11th January, 1943.

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 highest, lowest, or any tender will not necessarily be accepted.

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

5/1/43.

SERPENTINE-JARRAHDAL ROAD BOARD (MUNDIJONG).

BY resolution of the Board dated 21st December, 1942, Wilfred George Baldwin, of Serpentine, has been appointed Ranger-Pound-keeper for the Serpentine-Jarrahdale Road District.

A. W. MIDDLETON,
Chairman.

THE TRAFFIC ACT, 1919-1935.

Municipality of Narrogin—Traffic By-law.

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-law to regulate the standing of vehicles in the Municipality of Narrogin:—

No person in charge of any vehicle shall cause or permit such vehicle to stand on the east side of Rowley street between Fortune street and Egerton street between the hours of 8 a.m. and 6 p.m., Mondays to Fridays, inclusive, and between the hours of 8 a.m. and 1 p.m. on Saturdays.

Any person committing a breach of the foregoing by-law shall on conviction be liable to a penalty not exceeding £20 or to imprisonment for not exceeding one month.

Passed by the Council of the Municipality of Narrogin on the 5th day of January, 1943.

J. P. MYERS,
Mayor.
W. L. ILLINGWORTH,
Acting Town Clerk.

METROPOLITAN WATER SUPPLY, SEWERAGE, AND DRAINAGE DEPARTMENT.

M.W.S. 667/40.

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

Cottesloe Municipality.

341/41—Ozone parade, from Lot 19 to Vera View parade—Northerly; Vera View parade, from Ozone parade to North street—Northerly; North street, from Vera View parade to Marine parade—West-erly.

Perth Road District.

550/42—King Edward road, from Lot 64 to Lot 2884—North-easterly.

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

Dated this 15th day of January, 1943.

J. C. HUTCHINSON,
Under Secretary.

THE WATER BOARD ACT, 1904.

Sandstone Water Board.

NOTICE is hereby given that the Rate Book for the year 1942-1943 of all land in the Sandstone Water Area now liable to be rated under the abovementioned Act has been made up and may be inspected at Board's office.

P. H. BROADHURST,
Secretary.

Water Rate for 1942-1943.

Notice is hereby given that under the powers conferred by the abovementioned Act, the Sandstone Water Board has ordered a rate of three shillings (3/-) in the one pound for the Sandstone Water Area, to be made and levied for the year ending 30th June, 1943,

upon all rateable land entered in the rate book. The minimum rate on each separately assessed parcel of land the annual rate of which would not exceed 10/- shall be ten shillings (10/-), water allowed to be equivalent to rate and computed at 6/8 per 1,000 gallons; excess water to ratepayers and water to private meters

shall be five shillings (5/-) per 1,000 gallons. The rate shall become due and payable forthwith.

Dated this 4th day of December, 1942.

S. W. ALLEN,
Vice-Chairman.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate
597/42	1943. Jan. 8	S. W. Hart & Co. ...	230A, 1942	Two (2) only Electrically-operated Water Heaters, fitted with Three (3) only K.W. Heaters, delivered to Technical School Trades Block, Midland Junction	Public Works ...	£33 10s. each.
500/42	do.	Various ...	...	Shoeing of Police Horses in various towns throughout the State during the year 1943	Police ...	Rates on application.
555/42	do.	George T. Hill ...	208A, 1942	Firewood for State Battery at Norseman, as required from 1st January, 1943, to 31st December, 1943, as per Item 1	Mines ...	37s. 6d. per cord.
600/42	do.	Bunning Bros., Ltd. ...	229A, 1942	Purchase of Eleven (11) Pine Trees at Carisbrook School, as per Item 1	Public Works ...	for £20.
442/42	do.	M. S. Brooking (1931), Ltd.	250A, 1942	Supply and Installation of Melrose Gas Producer, Item 1—Chevrolet 1-ton Van No. 17487, fitted with Butterfly Valve, reinforcing Rear Springs if required, £3 extra	do. ...	for £65 16s. 6d.
639/42	do.	M. S. Brooking (1931), Ltd.	247A, 1942	Supply and Installation of Melrose Gas Producer—Item 1. Chrysler Sedan Car No. W.A.G. 773, fitted with Butterfly Valve	do. ...	for £64 7s. 6d.
621/42	Jan. 9.	Producer Manufactures, Ltd.	239A, 1942	Supply and Installation of Gas Producers as follows:— Pederick Units: Item 1—Chevrolet Car, No. 561, fitted in Bunbury, Item 3—Chevrolet Tourer, No. 633, fitted in Kalgoorlie Item 4—Ford Sedan, No. 535, fitted in Geraldton Item 5—Ford Car, No. 292, fitted in Katanning	do. ...	for £71. for £80. for £71. for £71.
158/42	do.	D. T. & S. Armstrong ...	...	Mather Unit: Item 2—Chevrolet Tourer, No. 593, fitted in Perth	...	for £64 10s.
		G. C. Knight & Son ...	223A, ...	Timber or Pattern Making as follows:— Item 1— 800 super. ft. Sugar Pine, 12in. x 1in. 1,200 super. ft. Sugar Pine, 1in., in random widths at rates tendered, viz.: 8in. 147s., 10in. 148s., 14in. 151s., 16in. 153s., 18in. 155s. Item 2— 500 super. ft. Sugar Pine, 12in. and wider x 1½in., at rates tendered, viz.: 12in. 158s., 14in. 160s., 16in. 162s., 18in. 164s.; prices F.O.B. Sydney, less 2½ per cent. 30 days Item 2— 250 super. ft. Yellow Pine, 12in. and wider x 1½in. Item 3— 750 super. ft. Yellow Pine, 12in. x 2in., plus 1d. per sq. ft. for each inch wider than 12in. Item 4— 1,000 super. ft. Redwood, 8in. x 4in., if full quantity not available balance can be made up in 8in. x 5in. timber	State Engineering Works	per 100 sup. ft. 149s. 120s. 10d. 120s. 10d. 117s. 6d.
		John Sharpe & Sons Pty., Ltd.	...		...
		Cullity Timbers, Ltd.	...		...

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.*

TENDERS FOR GOVERNMENT SUPPLIES.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1942. Dec. 23 ...	251A/1942 ...	Electric Lamps, as required by Government Departments during the year ending 14th February, 1944 ...	1943. Jan. 21
1943. Jan. 14 ...	3A/1943 ...	Milk for Government Institutions, etc., at Claremont, Fremantle, Perth, and Guildford, during year ending 28th February, 1944 ...	Jan. 21
Jan. 7 ...	1A/1943 ...	Printing Paper, 12 months' supply, for Government Printing Office ...	Jan. 28
Jan. 14 ...	4A/1943 ...	Supply and Planting of Couch Grass at New Government Chemical Laboratory, East Perth ...	Jan. 28

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

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

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

No tender necessarily accepted.

Dated the 14th January, 1943.

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

CASH ORDER LOST.

Agricultural Bank,
Perth, 7th January, 1943.

C/O. No. 12353; value £1 15s. 4d.; W. Sherar in favour of P. Sewell; 4/12/42; Bruce Rock.

C. ABEY,
General Manager.

The Nungarin Road District as constituted under the Road Districts Act, 1919-1941, to be known as the Nungarin Quarantine Area.

THE VERMIN ACT, 1919-1935.

(Section 96.)

RATEPAYERS of the Gnowangerup Vermin Board are hereby notified that action must be taken to eradicate rabbits on their holdings, and upon the roads bounding or intersecting same, as from the 7th day of February, 1943. The method to be adopted shall be the laying of effective baits on well defined trails, fumigating, and the destruction of warrens.

By Order of the Board,

S. R. HEDDITCH,
Secretary.

GNOWANGERUP VERMIN BOARD—NOTICE.

NOTICE is hereby given that Vermin poison will be laid from this date on roads and reserves in the Gnowangerup Vermin District.

S. R. HEDDITCH,
Secretary.

5th January, 1943.

STOCK DISEASES ACT, 1895.

Constitution and Declaration of Quarantine Area.

PURSUANT to regulation 11 of the Stock Diseases Act Regulations, 1939, published in the *Government Gazette* of the 17th day of March, 1939, I, the Minister for Agriculture, do by this notice constitute and declare the districts mentioned in the Schedule hereto to be Quarantine Areas for the purpose of the regulations, such districts, for the purpose of the said regulations, to bear the name assigned to them in the said Schedule.

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

Schedule.

The Mukinbudin Road District as constituted under the Road Districts Act, 1919-1941, to be known as the Mukinbudin Quarantine Area.

APPOINTMENTS

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

Registrar General's Office,
Perth, 9th January, 1943.

THE following appointments have been approved:—

R.G. No. 43/41:—Thomas Emmett Jensen, temporarily, as District Registrar of Births, Deaths, and Marriages for the West Kimberley Registry District, to reside at Derby, vice Sergeant S. Dewar; appointment to date from 7th January, 1943;

R.G. No. 40/36:—Constable Edward John Bayliss, temporarily, as Assistant District Registrar of Births and Deaths for the Williams Registry District, to reside at Lake Grace during the absence on leave of Constable L. C. Fletcher; appointment to date from 7th January, 1943, to 27th January, 1943, inclusive;

R.G. No. 107/39:—Constable Charlie Edward Chipperfield, temporarily, as District Registrar of Births, Deaths, and Marriages for the Port Hedland Registry District, to reside at Port Hedland, during the absence on leave of Mr. A. E. Clark; appointment to date from 9th January, 1943.

THE undermentioned ministers have been duly registered in this office for the celebration of Marriages throughout the State of Western Australia:—

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

METHODIST CHURCH.

30/41; 1/1/43; Hawkins, Missioner Arthur; Mundaring; Swan.

BRETHREN CHURCH.

76/42; 14/1/43; Leece, Mr. Walter Stanley; Busselton; Sussex.

R. J. LITTLE,
Acting Registrar General.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 3 of 1942.

Between The Metropolitan and South-Western Federated Engine-drivers and Firemen's Union of Workers of Western Australia, Applicant, and Whittaker Bros., Ltd., and others, Respondents.

Award.

1.

EXCEPT as hereinafter cancelled or amended the provisions, regulations, and requirements of Award No. 2 of 1936 are hereby embodied in and form part of this Award: Provided, however, that leave is hereby reserved for any party after the expiration of three (3) months from the date hereof to apply to the Court in manner provided in the Act and regulations thereto for the reference of an industrial dispute (section 105, regulations 50 to 58) for any alteration therein or amendment thereof.

2.—Area and Scope.

This Award shall apply to the timber industry as carried on in the South-West Land Division of the State.

3.—Term.

This Award shall apply for a period of three (3) years from the date hereof.

4.—Wages.

Basic wage—£4 14s. 10d. per week.

(a) The following adult workers shall be paid the margins shown against their respective items:—

Item:	Margin per Week.	
	s.	d.
1. Locomotive engine-driver	21	6
2. Locomotive engine-driver (if they sometimes or always carry human beings other than the train crew)	27	6
3. Locomotive fireman	10	0
4. Stationary engine-driver whose work requires a first or second class certificate	15	6
5. Stationary engine-driver whose work requires a third class certificate	12	6
(a) Engine-drivers who also attend to and are in charge of electric generator or dynamo (other than a dynamo for merely lighting the works)—1s. per day extra.		
(b) Engine-drivers who are in charge of plant—1s. per day extra.		
6. Firemen:—		
Attending one boiler or one suction gas generator	7	6
Attending two boilers or two suction gas generators	9	0
Attending three or more boilers or three or more suction gas generators	12	0
Attending boilers or generators developing 1,000 I.H.P. in aggregate	12	0
7. Where two or more firemen are employed on one shift, one fireman shall be the leading fireman and shall be paid one shilling (1/-) per day extra.		
8. Log hauling engine-driver whose work requires a second class certificate	15	6
9. Log hauling engine-driver whose work requires a third class certificate	12	6
10. Steam crosscut driver	14	0
11. Mill and bush winch driver	12	6
12. Certificated pump attendant	7	6
13. Engine cleaners and/or greasers	5	0
14. Fnelman or trimmer	2	0
15. An engine-driver or fireman who is required to do saw sharpening shall be paid two shillings and sixpence (2/6) per day extra.		
16. An engine-driver who operates a drying kiln and is responsible for the temperature reading and records thereof shall be paid one shilling (1/-) per day extra.		

4.—Wages—continued.

(b) Junior workers: The rates for junior workers shall be as under:—

	Percentage of Basic Wage.
Up to 16 years of age	30
16 to 17 years of age	35
17 to 18 years of age	45
18 to 19 years of age	60
19 to 20 years of age	70
20 to 21 years of age	90

(c) Persons engaged inside the gas or water space of any boiler, flue, or economiser in cleaning or scraping work shall, whilst so employed, be paid in addition to his ordinary or overtime rate, ninepence (9d.) per hour.

5.—Piece-workers.

Piece-workers shall be paid *pro rata* weekly rates for time occupied shifting haulers from one landing to another, except in cases where the piece-work is arranged on the basis of time occupied in shifting haulers. For washing out boilers, overtime and Sunday rates shall be paid.

If any increase or decrease in the basic wage as proclaimed from time to time is not included in the piece-work rates, the worker's earnings shall be increased or decreased, as the case may be, in accordance with such increase or decrease in the basic wage.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this 23rd day of December, 1942.

[L.S.] (Sgd.) WALTER DWYER,
President.

NATIONAL SECURITY (ECONOMIC ORGANISATION) REGULATIONS.

Approval under Regulation 17 (1) (b).

I, EDWARD JOHN WARD, the Minister of State for Labour and National Service, in pursuance of the powers conferred by regulation 17 of the National Security (Economic Organisation) Regulations, do hereby approve of the altered rates of remuneration included in the determination proposed to be made by the Court of Arbitration, Western Australia, in relation to engine-drivers in the Timber Industry as carried on in the South-West Land Division of Western Australia and set out in a copy of the proposed determination forwarded under cover of a letter addressed by the Industrial Registrar, Court of Arbitration, Western Australia, to the Secretary, Department of Labour and National Service, dated 23rd November, 1942.

Dated this twelfth day of December, 1942.

(Sgd.) E. J. WARD,
Minister of State for Labour
and National Service.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 13 of 1942.

Between Hospital Employees' Industrial Union of Workers, W.A. Coastal Branch, Applicant, and the Board of Management, Perth Dental Hospital, 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.—Area and Scope.

This Award shall apply to all dental mechanics, dental improvers, apprentices, dental attendants, and clerks employed in the Perth Dental Hospital, or branches thereof, within a radius of fifteen (15) miles from the G.P.O., Perth.

2.—Term.

The term of this Award shall be for three (3) years from the date hereof.

3.—Definitions.

“Dental mechanic”: A male or female worker who is capable of constructing and repairing any mechanical device required by a dentist for the human mouth.

“Mechanic’s assistant”: A male or female worker capable of assisting a dental mechanic in the performance of his or her duties under the direct supervision of the said dental mechanic.

“Dental attendant”: A female worker who waits on and/or assists a dentist.

4.—Hours of Duty.

Except in the case of the Female Clerical Staff the ordinary hours of work shall not exceed forty-four (44) in any one week, and shall be worked between 8 a.m. and 6 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, and between 8 a.m. and 1 p.m. on Saturday, with one hour for lunch between the hours of 12 o’clock noon and 2 p.m.

The hours of work for the Female Clerical Staff shall be the same as for the Public Service, namely, from 9 a.m. to 5 p.m., Mondays to Fridays, inclusive, with an interval of one hour for lunch, and from 9 a.m. to 12 noon on Saturdays.

5.—Overtime.

Except in the case of the Female Clerical Staff all work performed outside of the above hours, at the direction of the superintendent, shall be regarded as overtime, and shall be paid for at rate of time and a half for the first two hours and thereafter double time.

In the case of the Female Clerical Staff overtime, when approved by the superintendent, shall be on the scale and under the conditions set out in clause 3 of Agreement, dated the 23rd day of June, 1938, made between the Civil Service Association of Western Australia (Incorporated) and the Public Service Commissioner of Western Australia.

6.—Record.

(a) A time book, open to inspection by an accredited representative of the union, shall be kept in which the worker shall record the exact time he or she commences and finishes work each day and also the meal hour.

(b) Wages sheets shall be open for inspection by the union representative at the head office of the institution.

7.—Annual Holidays.

A holiday of two (2) weeks on full pay shall be granted to each worker on the completion of each year of service; any worker not completing the full year of service shall be paid holiday pay in proportion to the length of his or her service.

8.—Public Holidays.

The following days shall be observed as holidays:—New Year’s Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day, and Boxing Day, together with any other day which is declared a public holiday for the State Service in Western Australia.

Except in the case of the Female Clerical Staff any worker required to work on any of the foregoing days shall be paid at the rate of double time.

In the case of work done by the Female Clerical Staff on any of the foregoing days, clause 3 of the Agreement dated 23rd day of June, 1938, referred to in clause 5 above, shall apply.

9.—Long Service Leave.

The conditions governing the granting of long service leave to full time Government wages employees generally shall apply to workers covered by this Award.

10.—Sick Leave.

Sick leave with pay shall be granted on the following scale on production of an adequate medical certificate, or in regard to leave not exceeding three (3) days, other evidence satisfactory to the superintendent.

In the case of personal illness, sick leave shall be granted as follows:—After three months’ service and less than three years’ service—one month on full pay and one month on half pay. After three years’ service—two months on full pay.

The total sick leave in any one triennial period shall not exceed two months; the triennial period shall be the three years preceding the date of illness for which leave is claimed.

No payment for sick leave shall be made when the illness is due to the worker’s own misconduct.

11.—Wages and Salaries.

Basic wage:—Metropolitan Area—Males, £4 14s. 11d.; females, £2 11s. 3d.

In view of National Security (Economic Organisation) Regulation No. 76 of 1942, as amended, the rates of wages and salaries as set out in this clause are included without prejudice to either party to the Award.

	Male.			Female.		
	Margin over male basic wage.			Margin over female basic wage.		
	£	s.	d.	£	s.	d.
(a) Dental mechanic ..	0	19	7	1	1	2
(b) Mechanic’s assistant ..	0	10	0	0	12	6
(c) Dental attendant—						
1st year of service						Nil
2nd year of service				0	5	0
3rd year of service and subsequent years of service				0	7	6
(d) Apprentices—						
(The employment of apprentices shall be governed by the provisions of the Schedule attached hereto.)						

	Male.		Female.	
	Percentage of male basic wage.		Percentage of female basic wage.	
1st year of service ..	25		46	
2nd year of service ..	30		56	
3rd year of service ..	45		78	
4th year of service ..	60		98	
5th year of service ..	86			Margin over female basic wage 8-9d.

(e) Clerical Staff—Females:

The salaries of the adult Female Clerical Staff shall be as follows:—

Basic wage:—Females—Metropolitan Area—Seventy-five per cent. of the male basic wage as at the 1st January, 1936, namely £3 10s. 6d. per week (deemed to be equivalent to £185 per annum) calculated to the nearest £1.

Clerks under 21 years of age: *pro rata* with the adult male minimum of £185 per annum:—

	Classified Salary.	Basic Wage Allowance.	Present Salary.
At 21 years ..	140	49	189
At 22 years ..	150	49	199
At 23 years ..	160	49	209
At 24 years ..	170	49	219
At 25 years ..	180	49	229
At 26 years ..	190	49	239
Junior Females:			
At 15 years ..	55	19	74
At 16 years ..	65	23	88
At 17 years ..	85	30	115
At 18 years ..	100	35	135
At 19 years ..	110	39	149
At 20 years ..	125	44	169

12.—No Reduction.

Nothing contained in this Agreement shall operate to reduce the wages paid to any employee at the date of this Agreement.

13.—Payment of Wages.

Wages and salaries shall be paid not later than Friday in each week.

14.—Uniforms or Protective Clothing.

Dental attendants will be supplied with uniforms considered necessary by the Board of Management. The uniforms will remain the property of the Board and be laundered free.

15.—Preference to Unionists.

All workers covered by this Agreement shall within fourteen days of commencing work make application to the Hospital Employees' Union for membership.

16.—Engagement.

Two weeks' notice of termination of service shall be given by either side: Provided that an officer may be summarily dismissed for misconduct, in which case he shall be paid up to time of dismissal only.

17.—Board of Reference.

(1) For the purpose of this Award, 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 interpretations of the provisions of this Award 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 Award.

(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, 1912-1941, which for this purpose are embodied in this Award.

I certify, pursuant to section 63 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 23rd day of December, 1942.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 23rd day of December, 1942.

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

[L.S.]

Schedule.

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.

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. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in these regulations and therein to be performed and discharged by the Court, except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

- (a) A chairman, to be appointed by the Court, and
- (b) Representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

- (a) to endeavour to promote apprenticeships under this Award;
- (b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;
- (c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;
- (d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;
- (e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community;

(f) to advise the Court as to all matters appertaining to apprentices.

(iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.

(v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8. (a) 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 the Board, 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.

(b) In any proceeding for any contravention of this subclause 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 subclause.

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, or such other period as may be prescribed by the Award, 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 (a) one employer to another and/or (b) from one trade 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 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 statement in writing setting forth the time he has served, full particulars of the branches of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

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.

- (b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any event, any proceedings for damages hereunder authorised by the Court 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.
- (c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

Extension of Term.

22. Subject to regulation 38, 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 two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court for the purpose of such extension. 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. (See also regulations 34 and 35.)

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. Any apprentice who:

- (a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or
- (b) fails to be diligent or behaves in an indecorous manner while in such school or class; or
- (c) destroys or fails to take care of any material or equipment in such school or class

shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. 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.

27. 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.

28. 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.

29. (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, if required by the examiners, 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 Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(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.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. 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.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served. A duplicate of such certificate shall be forwarded by the Registrar to the employer and the secretary of the union, each of whom shall keep the same in safe custody and produce for inspection by the Industrial Inspector whenever demanded by the latter to do so.

32. 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 Registrar 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 Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, ex-

aminers to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend, withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in the Award, for such period as may be recommended by the examiners, but not exceeding twelve months. (See also regulation 23.)

35. 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 extension of the apprenticeship period, 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. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

Lost Time.

37. 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 two weeks 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.

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), 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.

39. 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.

40. 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.

41. 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—

- (a) 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 or Agreement for the trade, calling, or industry; or
- (b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced *pro rata*.

Miscellaneous.

42. (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.

43. (1) (a) For the purpose of ascertaining the number of apprentices allowed at any time the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed.

(b) 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. In the case of a partnership each partner shall be deemed a journeyman for the purpose of this subclause.

(c) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause (1) hereof the Court may in any particular case—

- (a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.
- (b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

44. 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.

45. 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.

46. In every application under clauses 15, 18, 19, 20, and 41 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1935.

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.)

The Registrar,
Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full name.....
 Address.....
 Date of Birth.....
 Trade.....(Branch).....
 School last attended..... Standard passed.....
 Signature.....
 Signature of Parent (or Guardian).
 Date.....

Form B.

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 C.

(Regulation 14.)
 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 D.

Certificate of Proficiency.

This is to certify that.....has satisfied the Examiners of.....competence in the.....branch of the.....trade at the examination proper to the.....year of.....service as apprentice.
 Dated the.....day of.....19 .

 Registrar.

Form E.

Final Certificate.

This is to certify that.....of.....has completed the period of training of.....years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the.....trade.
 Dated at.....the.....day of.....19 .

 Registrar.

 Examiners.

Form F.

General Form of Apprenticeship Agreement.
 (Recommended.)

THIS AGREEMENT, made this.....day of.....19.... between.....of.....(address).....(occupation) (hereinafter called "the employer"), of the first part,.....of....., born on the.....day of.....19.... (hereinafter called "the apprentice"), of the second part, and.....of.....(address).....(occupation)....., parent (or guardian) of the said.....(hereinafter called the "parent" or "guardian"), of the third part, witnesseth as follows:—

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

their respective executors, administrators, and assigns covenant with the employer as follow:—

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

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

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

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

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

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

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

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

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

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

Signed, sealed and delivered by the said }
 }
 in the presence of..... }

 (Signature of Guardian.)

And by the said..... }
in the presence of..... }

(Signature of Apprentice.)

And by.....of the said }
.....for and on behalf }
of the said..... }
in the presence of..... }

(Signature of Employer.)

Noted and Registered this.....day of

.....19.....

Registrar.

workers employed under the said Award for work performed on Butchers' Picnic Day (7th December), 1942.

HAVING heard Mr. A. W. Taylor, on behalf of the union, and Mr. F. S. Cross, on behalf of the respondents, and by consent, the Court, in pursuance of Statutory Rule (Holidays and Annual Leave) No. 418 of 1942, doth hereby order that payment at the rate of double time be made to workers employed under the said Award for work performed on Butchers' Picnic Day (7th December), 1942.

Dated at Perth this 27th day of November, 1942.

By the Court,

[L.S.] (Sgd.) WALTER DWYER,
President.

NATIONAL SECURITY (ECONOMIC ORGANISATION) REGULATIONS.

Approval under Regulation 17 (1) (b).

I, EDWARD JOHN WARD, the Minister of State for Labour and National Service, in pursuance of the powers conferred by Regulation 17 of the National Security (Economic Organisation) Regulations, do hereby approve of the altered rates of remuneration included in the determination proposed to be made by the Court of Arbitration, Western Australia, in relation to employees of Perth Dental Hospital, and set out in a copy of the proposed determination forwarded under cover of a letter addressed by the Clerk of the Court of Arbitration, Western Australia, to the Secretary, Department of Labour and National Service, dated 30th November, 1942.

Dated this twelfth day of December, 1942.

(Sgd.) E. J. WARD,
Minister of State for Labour
and National Service.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 179 of 1942.

In the matter of the National Security Act, 1939-40, and Statutory Rule (Holidays and Annual Leave) No. 418 of 1942, and in the matter of an Award made on the 13th day of May, 1940, Numbered 4 of 1938, between J. Sheehan, J. Clift & Co., and others, Applicants, and the West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Kalgoorlie (hereinafter called "the union") Respondents, and in the matter of an Application by the union for payment of double time rates of pay to workers employed under the said Award for work performed on Labour Day (4th May), 1942.

HAVING heard Mr. W. Hodsdon, on behalf of the union, and Mr. F. S. Cross, on behalf of J. Sheehan, J. Clift & Co., and others, and by consent, the Court, in pursuance of Statutory Rule (Holidays and Annual Leave) No. 418 of 1942, doth hereby order that payment at the rate of double time be made to workers under the said Award for work performed on Labour Day (4th May), 1942.

Dated at Perth this 27th day of November, 1942.

By the Court,

[L.S.] (Sgd.) WALTER DWYER,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 181 of 1942.

In the matter of the National Security Act, 1939-1940, and Statutory Rule (Holidays and Annual Leave) No. 418 of 1942, and in the matter of an Award made on the 1st day of August, 1941, Numbered 10 of 1939, between the West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth (hereinafter called "the union"), Applicant, and Anchorage Butchers, Ltd., Behn's, Ltd., and others, Respondents, and in the matter of an Application by the union for payment of double time rates of pay to

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 194 of 1942.

In the matter of the National Security Act, 1939-40, and Statutory Rule (Holidays and Annual Leave) No. 418 of 1942, and in the matter of an Industrial Agreement made on the 18th day of October, 1939, Numbered 20 of 1939, between the West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth (hereinafter called "the union"), and the Hon. Frank Wise, M.L.A., Minister for Agriculture, and in the matter of an Application by the union for payment of double time rates of pay to workers employed under the said Industrial Agreement for work performed on the 7th December, 1942 (Butchers' Picnic Day).

HAVING heard Mr. A. W. Taylor, on behalf of the union, and Mr. S. S. Fisher, on behalf of the Hon. the Minister for Agriculture, and by consent, the Court, in pursuance of Statutory Rule (Holidays and Annual Leave) No. 418 of 1942, doth hereby order that payment at the rate of double time be made to workers employed under the said industrial agreement for work performed on the 7th day of December, 1942 (Butchers' Picnic Day).

Dated at Perth this 11th day of December, 1942.

By the Court,

[L.S.] (Sgd.) WALTER DWYER,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 12 of 1942.

Between Western Australia Pastrycooks and Confectioners Employees' Union of Workers, Perth, Applicant, and The Metropolitan Master Pastrycooks' Union of Employers; Woolworths (W.A.), Ltd.; Charlie Carter, Ltd.; Foy & Gibson (W.A.), Ltd.; Boans, 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 apply to the area comprised within a radius of 25 miles from the General Post Office, in the city of Perth:

Provided that it shall not apply to workers who are at present provided for in any Award of the Court of Arbitration of Western Australia or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1941.

2.—Term.

This Award shall apply for a period of three (3) years from the first day of January, 1943, subject to the right of either party to amend same in pursuance of the provisions of the Act.

3.—Definitions.

(a) "Pastrycook" shall mean a worker other than a duly registered apprentice or an apprentice on probation or a junior worker, who is employed in making up or ornamenting cakes, pastry, sponge goods, and yeast goods for sale, but shall not include a worker employed in sweeping up the bakehouse, scrubbing tables in the factory, greasing tins, sifting and emptying flour, bringing in fuel, packing cakes, breaking eggs, grinding or shelling almonds, papering tins, washing utensils, labelling tins and boxes, wrapping cakes or flour, breaking ice for ice-cream machines, emptying trays, jamming tarts, simple icing and piping, weighing out raw materials, operating machines or other similar work.

(b) "Leading hand" shall mean a journeyman pastrycook who is for the time being in charge of or whose duties it is to direct the work of other journeymen and apprentices and junior workers.

(c) "Single hand pastrycook" shall mean a pastrycook employed in a bakehouse where there is no other journeyman pastrycook employed.

(d) "Casual hand" shall mean a pastrycook who is employed for not more than six consecutive working days.

(e) "Junior worker" means a worker of either sex who is under twenty-one years of age. There shall be no restriction as to the work which may be performed by a junior worker in a shop.

(f) "Bakehouse" shall mean any establishment exclusively or principally making up or ornamenting cakes, pastry, sponge goods and yeast goods for resale in another business.

(g) "Shop" shall mean any establishment making up or ornamenting cakes, pastry, sponge goods, and yeast goods and which exclusively or principally sells such products in any manner other than for resale in another business.

4.—Hours.

(a) Subject to clause (5) hereof, forty-four (44) hours shall constitute a week's work to be worked between the hours set forth in subclause (b) hereof.

(b) Starting and finishing times:—

(I) Bakehouses:—Monday to Friday—5 a.m. to 6 p.m.; Friday to Saturday—A spread of eight consecutive hours between 10 p.m. on Friday to 10 a.m. on Saturday: Provided that the finishing time for junior workers shall not be later than 12 o'clock noon on Saturday.

(II) Shops:—Monday to Friday—5 a.m. to 6 p.m.; Saturday—5 a.m. to 1 p.m.: Provided that on all days preceding holidays as provided in clause 6 (a) work in bakehouses may be commenced not earlier than 12 o'clock midnight.

(c) No broken shift shall be permitted to be worked in any bakehouse: Provided that this clause shall not apply to doughmakers.

(d) Meal time:—A worker shall be entitled to not less than one half hour for a meal every four (4) hours worked by him. Such meal breaks shall not be included as working time. The first meal break shall be taken at such time as is convenient after the completion of three (3) and before completion of five (5) hours' work.

5.—Overtime.

(a) All work done in excess of forty-four (44) hours in any one week or after ten (10) hours in any day or before the prescribed starting time or after the prescribed finishing time, shall be deemed overtime and shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

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

(c) A worker called upon to work during his meal time shall be paid double time for all such time worked.

(d) Any worker, with the exception of a dough-maker, who is required by his employer to work on any Sunday or specified holiday, shall be entitled to receive payment at the rate of double time for all time worked on such days. A pastrycook who is required to come in on a Sunday to make a dough shall be paid two shillings and sixpence (2/6).

(e) Where a worker is required to make a dough outside the prescribed starting or finishing time, such worker shall be granted time off on the following day equivalent to the time occupied in such doughmaking.

6.—Holidays.

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

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

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

(b) Any worker leaving his employment after he has worked three (3) months and less than twelve (12) months shall be entitled to receive payment for holidays *pro rata*.

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

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

7.—Higher Duties.

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

8.—Contract of Service.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer may at any time dismiss a worker for refusal or neglect to obey orders or for misconduct, in which case wages shall be paid up to the time of dismissal only.

9.—Absence through Sickness.

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

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

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

10.—Time and Wages Record.

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

The time and wages record shall be open for inspection by a duly accredited official of the union during working hours on any working day from Monday to Friday inclusive.

11.—Aged and Infirm Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser 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.

12.—Payment of Wages.

(a) Each worker shall be paid his wages once weekly, which shall be made up to at least the day immediately preceding the day of payment and shall be paid within fifteen (15) minutes after he shall have finished his day's work.

(b) A casual hand shall be paid his wages on the completion of his period of engagement.

13.—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 (2) other representatives, one to be nominated by each of the parties.

There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the 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 matter and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1941, which for this purpose are embodied in this Award.

14.—Posting Copy of Award.

Each employer shall keep a copy of this Award in a place where it shall be accessible for perusal by workers covered by this Award.

15.—Wages.

Basic Wage.

	Per Week.
	£ s. d.
Within a 15-mile radius of the General Post Office, Perth—	
Adult males	4 17 9
Adult females	2 12 9
Outside a 15-mile radius but within a twenty-five (25) mile radius of the G.P.O., Perth—	
Adult males	4 17 1
Adult females	2 12 5

Classification.

	Margin per Week
	£ s. d.
Adult males—	
Single hand pastrycook	1 9 0
Pastrycook	1 4 0

Adult male casual hands shall be paid at the rate of three shillings (3/-) per hour, with a minimum engagement of not less than three hours per day.

	Margin Per Week.
	s. d.
Adult females—	
Pastrycooks	10 9
Other workers	Nil.

Adult female casual workers shall be paid at the rate of 10% in addition to the rates prescribed for adult females.

	% of Male Basic Wage.
Junior workers (male)—	
During the 1st six months' experience ..	20
During the 2nd six months' experience ..	25
During the 3rd six months' experience ..	30
During the 4th six months' experience ..	35
During the 3rd year's experience ..	40
During the 4th year's experience ..	50
During the 5th year's experience ..	60
During the 6th year's experience ..	70
During the 7th year's experience ..	85

On attaining the age of 21 years adult rates shall apply.

	% of Female Basic Wage.
Junior workers (female)—	
During the 1st six months' experience ..	40
During the 2nd six months' experience ..	47.5
During the 3rd six months' experience ..	52.5
During the 4th six months' experience ..	65.0
During the 3rd year's experience ..	75.0
During the 4th year's experience ..	82.5
And thereafter until attaining the age of 21 years	87.5

Casual hands (male or female junior workers) shall be paid at the rate of 10 per cent. in addition to the rates prescribed for male or female junior workers.

	% of Male Basic Wage.
Apprentices (male)—	
1st 6 months	20.0
2nd 6 months	25.0
2nd year	35.0
3rd year	45.0
4th year	65.0
5th year	85.0

16.—Apprenticeship.

(a) The employment of apprentices shall be governed by the provisions of the attached schedule.

(b) Male apprentices only may be taken on in the industry.

(c) The proportion of male apprentices which may be taken on shall not exceed one to every two or fraction of two journeymen employed.

17.—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 employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

18.—Junior Worker's Certificate.

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

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

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

19.—No Reduction.

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

I certify, pursuant to section 63 of the Industrial Arbitration Act, 1912-1941, that the foregoing is a copy of the Agreement arrived at between the parties mentioned above.

Dated at Perth this 23rd day of December, 1942.

(Sgd.) WALTER DWYER,
President.

Filed at my Office this 23rd day of December, 1942.

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

[L.S.]

Schedule.

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.

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. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in these regulations and therein to be performed and discharged by the Court, except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

- (a) A chairman, to be appointed by the Court, and
- (b) Representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

- (a) to endeavour to promote apprenticeships under this Award;
- (b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;
- (c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;
- (d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;
- (e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community;
- (f) to advise the Court as to all matters appertaining to apprentices.

(iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.

(v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8. (a) 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 the Board, 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.

(b) In any proceeding for any contravention of this subclause 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 subclause.

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, or such other period as may be prescribed by the Award, 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 (a) one employer to another and/or (b) from one trade 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 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 statement in writing setting forth the time he has served, full particulars of the branches of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

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 appren-

tice 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.
- (b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any event, any proceedings for damages hereunder authorised by the Court 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.
- (c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

Extension of Term.

22. Subject to regulation 38, 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 two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court for the purpose of such extension. 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. (See also regulations 34 and 35.)

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. Any apprentice who:

(a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or

(b) fails to be diligent or behaves in an indecorous manner while in such school or class; or

(c) destroys or fails to take care of any material or equipment in such school or class

shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. 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.

27. 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.

28. 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.

29. (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, if required by the examiners, 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 Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(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.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. 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.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served. A duplicate of such certificate shall be forwarded by the Registrar to the employer and the secretary of the union, each of whom shall keep the same in safe custody and produce for inspection by the Industrial Inspector whenever demanded by the latter to do so.

32. 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 Registrar 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 Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend, withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in the Award, for such period as may be recommended by the examiners, but not exceeding twelve months. (See also regulation 23.)

35. 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 extension of the apprenticeship period, 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. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

Lost Time.

37. 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 two weeks 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.

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), 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.

39. 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.

40. 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.

41. 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—

(a) 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 or Agreement for the trade, calling, or industry; or

(b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced *pro rata*.

Miscellaneous.

42. (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.

43. (1) (a) For the purpose of ascertaining the number of apprentices allowed at any time the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed.

(b) 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. In the case of a partnership each partner shall be deemed a journeyman for the purpose of this subclause.

(c) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause (1) hereof the Court may in any particular case—

(a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.

(b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

44. 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.

45. 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.

46. In every application under clauses 15, 18, 19, 20, and 41 hereof, the union of workers registered may intervene and make such representations at the

hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1935.

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.)

The Registrar,
Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full name.....

Address.....

Date of Birth.....

Trade..... (Branch).....

School last attended..... Standard passed.....

Signature.....

Signature of Parent (or Guardian).....

Date.....

Form B.

To
The Registrar, Arbitration Court, Perth.

Please take notice that....., 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 C.

(Regulation 14.)

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 D.

Certificate of Proficiency.

This is to certify that..... has satisfied the Examiners of..... competence in the..... branch of the..... trade at the examination proper to the..... year of..... service as apprentice.

Dated the..... day of..... 19 ..

Registrar.

Form E.

Final Certificate.

This is to certify that..... of..... has completed the period of training of..... years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the..... trade.

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

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement. (Recommended.)

THIS AGREEMENT, made this...day of...19... between...of... (address)... (occupation) (hereinafter called "the employer"), of the first part, ... of... day of...19... (hereinafter called "the apprentice"), of the second part, and... of... (address)... (occupation)..., parent (or guardian) of the said... (hereinafter called the "parent" or "guardian"), of the third part, witnesseth as follows:—

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

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

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

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

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

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

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

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

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

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

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

In witness whereof the said parties hereto have hereto 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.

Western Australia.

THE COMPANIES ACT, 1893-1938.

Victor Leggo Mining Company Proprietary, Limited.

Notice of Registered Office.

NOTICE is hereby given that the Registered Office of Victor Leggo Mining Company Proprietary, Limited, is situate at the offices of Messrs. Dwyer & Thomas, Solicitors, Third Floor, National House, 49 William street, Perth. The office will be accessible to the public on all week days (excepting Saturdays and public holidays) between the hours of 10 a.m. and noon and 2 p.m. and 4 p.m. and on Saturdays from 10 a.m. to noon.

Dated this 31st day of December, 1942.

DWYER & THOMAS, Solicitors for the Attorneys, National House, 49 William street, Perth.

THE COMPANIES ACT, 1893-1938.

In the matter of Mercury Battery Corporation, Limited (in liquidation).

NOTICE is hereby given that a general meeting of shareholders of the above Company will be held at the offices of McLaren & Stewart, 1st Floor, English, Scottish, and Australian Bank Chambers, St. George's terrace, Perth, on Friday, 12th February, 1943, at 11 o'clock in the forenoon.

Business:—To receive Liquidator's accounts and report on the liquidation.

Dated this 8th day of January, 1943.

H. C. STEWART, Liquidator.

McLaren & Stewart, Chartered Accountants (Aust.), E. S. & A. Bank Chambers, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Francis Kirk (usually known as Frank Kirk), late of 451 Hay street, Perth, in the State of Western Australia, Prosecutor, deceased (intestate).

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are hereby required to furnish written particulars of the said claims and demands to the Administratrix, care of John H. O'Halloran, Solicitor, of 48 St. George's terrace, Perth, on or before the 15th day of February, 1943, after which date the assets of the said deceased will be distributed among the persons entitled thereto, having regard only to those claims and demands of which the Administratrix will then have had notice.

Dated the 12th day of January, 1943.

JOHN H. O'HALLORAN,
48 St. George's terrace, Perth,
Solicitor for the Administratrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Harriett Lamphée, late of 31 Amherst road, West Midland, in the State of Western Australia, Widow, deceased.

ALL persons having claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars of such claims or demands in writing to The Perpetual Executors, Trustees, and Agency Company (W.A.), Limited, of 93 St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 15th day of February, 1943, after which date the said Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to those claims and demands of which it shall have then had notice.

Dated this 8th day of January, 1943.

PHILIP SIDNEY DURSTON,
105 St. George's terrace, Perth, Solicitor for
the said The Perpetual Executors, Trustees
and Agency Company (W.A.), 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 Laura Albinia Taylor, late of 39 Outram street, West Perth, in the State of Western Australia, Widow, deceased, are hereby required to send particulars thereof in writing to the Executors, Lorenz Asten Austen Eichhorn and Douglas Charles Foulkes Taylor, care of E. W. Waugh, 1 Howard street, Perth, on or before the 15th day of February, 1943, 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 8th day of January, 1943.

NORTHMORE, HALE, DAVY, & LEAKE,
Halsbury Chambers, Howard street, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Margaret Jean Dowell, late of Albany road, Bedfordale, in the State of Western Australia, Married Woman, deceased.

NOTICE is hereby given that all persons having claims or demands against the Estate of the abovenamed deceased are 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 15th day of February, 1943, 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 8th day of January, 1943.

RALPH J. STODDART,
of Perth, Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Josiah Bailey (usually called John Joshua Dowdney Bailey or John Joshua Dudney Bailey), late of Middle Swan, formerly of Bardoc, in the State of Western Australia, Labourer, 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 15th day of February, 1943, 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 8th day of January, 1943.

RALPH J. STODDART,
of Perth, Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William Patrick Cronin, late of care of Albion Hotel, Cottesloe, in the State of Western Australia, Retired Agent, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the Estate of the abovenamed William Patrick Cronin, deceased, are hereby requested to send in particulars thereof 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 15th day of February, 1943; and further, that at the expiration of the last-mentioned date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 7th day of January, 1943.

THEO. P. BARRYMORE,
Solicitor for the said Executor, Warwick House,
63 St. George's terrace, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ralph Ewart Parker, late of 17 Caporn street, Nedlands, in the State of Western Australia, Accountant, deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executor, the West Australian Trustee, Executor, and Agency Company, Limited, of 135 St. George's terrace, Perth, in the said State, on or before the 15th day of February, 1943, after the expiration of which time the said Executor will distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which the said Executor shall then have had notice.

Dated the 7th day of January, 1943.

BOULTBEE, GODFREY, & VIRTUE,
of 66 St. George's terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Annie Howson, late of 10 King William street, South Fremantle, in the State of Western Australia, Widow, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed Annie Howson, deceased, are re-

quired to send particulars thereof in writing to W. F. Samson, Esq., of Queen street, Fremantle, the Executor of the Will of the abovenamed deceased, on or before the 15th day of February, 1943, after which date the Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated this 7th day of January, 1943.

M. E. SOLOMON,
Solicitor for the Executor,
17 Market street, Fremantle.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Frederick Thomas Drabble, late of 145 Stirling highway, Claremont, in the State of Western Australia, Storekeeper, deceased.

TAKE notice that all creditors and other persons having any claims or demands against the Estate of the abovenamed deceased are hereby required to send particulars in writing of such claims and demands to The West Australian Trustee, Executor and Agency Company, Limited, of 135 St. George's terrace, Perth, the Executor of the Will of the said deceased, on or before the 15th day of February, 1943, after which date the Executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only

to the claims and demands of which it shall then have received notice.

Dated the 11th day of January, 1943.

UNMACK & UNMACK,
Solicitors for the Executor, The West Australian Trustee, Executor, and Agency Company, Limited, Withnell Chambers, Howard street, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Thomas Whitaker Robinson, late of Mount Caroline, Kellerberrin, in the State of Western Australia, Farmer, deceased.

NOTICE is hereby given that all creditors and other persons having claims or demands against the Estate of the abovenamed deceased are requested to send particulars thereof in writing to the Executrix, care of Thomas John Hughes, of 201-204 C.M.L. Buildings, St. George's terrace, Perth, in the said State, Solicitor, on or before the 15th day of February, 1943, after which date the said Executrix will distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which she shall then have had notice.

Dated this 7th day of January, 1943.

T. J. HUGHES,
Solicitor for the Executrix, 201-204 C.M.L. Buildings, St. George's terrace, Perth.

NOTICE TO CREDITORS AND CLAIMANTS.

IN THE SUPREME COURT OF WESTERN AUSTRALIA, PROBATE JURISDICTION.

NOTICE is hereby given that all persons having claims or demands against the Estate of the undermentioned deceased person are hereby required to send particulars of such claims or demands to me in writing on or before the 15th day of February, 1943, after which date I will proceed to distribute the assets of the said deceased person among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 14th day of January, 1943.

J. H. GLYNN,
Public Trustee, Supreme Court Buildings, Perth, W.A.

Name.	Occupation.	Address.	Date of Death.
Sandells, Elizabeth	Married woman ...	late of 42 Caledonian avenue, Maylands ...	11-6-42

THE BANKRUPTCY ACT, 1892.

Notice of Composition.

Debtor's Name.	Address.	Description.	Court.	No.	Amount per £.	First or Final or otherwise.	When Payable.	Where Payable.
Harold James Byfield	Northam ...	Farmer	Supreme Court of Western Australia	11 of 1924	7s. 6d. ...	First and final	19th January, 1943	Official Receiver's Office, 6 The Esplanade, Perth.

Dated this 13th day of January, 1943.

A. H. JOHNSON,
Official Receiver,
10th Floor, "Lawson," 6 The Esplanade, Perth.

NATIONAL SECURITY (GENERAL) REGULATIONS.

Western Australian Barley Board Order.

Department of Agriculture,
Perth, 14th January, 1943.

I, FRANK JOSEPH SCOTT WISE, Minister for Agriculture in the State of Western Australia, acting pursuant to clause 3 of the Western Australian Barley Board Order as published in the *Government Gazette* of the 11th day of December, 1942, do hereby declare that as from the 14th day of December, 1942, the following persons shall be and be deemed to have been members of the Western Australian Barley Board as constituted under and for the purposes of the said Order:—Isaac

Thomas, of the Department of Agriculture, representing the Government of the State to be Chairman; John Joseph Sheridan, of Perth, representing the maltsters of Western Australia; John Lowes, of Perth, representing the merchants; John Charles Rowsell, of Perth, representing the exporters; Henry Leake Kelsall, of Moora, representing the barley growers of Western Australia; Ivor Blyth Roberts, of Coorow, representing the barley growers of Western Australia; James King Forrester, of Carnamah, representing the barley growers of Western Australia, and Arthur Wellington Jacoby, of Perth, representing the brewers of Western Australia.

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

STOCK DISEASES ACT, 1895.

Constitution and Declaration of Quarantine Area.

Revocation of Notice.

WHEREAS I, the undersigned, Minister for Agriculture, acting pursuant to regulation 11 of the Stock Diseases Act Regulations, 1939, as made under the Stock Diseases Act, 1895, and published in the *Government Gazette* on the 17th day of March, 1939, by a notice dated the 10th day of December, 1942, and published in the *Government Gazette* on the 11th day of December, 1942, constituted and declared the districts mentioned in the Schedule to such notice to be Quarantine Areas for the purpose of the said regulations, and that such districts for the purpose of the regulations shall bear the names assigned to them respectively in the said Schedule: And whereas it is now deemed desirable and expedient to abolish or discontinue some of the said Quarantine Areas, and to revoke the said notice by which they were constituted and declared accordingly: Now, therefore, I hereby revoke as from the date of the publication of this notice in the *Government Gazette* the said notice dated the 10th day of December, 1942, and published in the *Gazette* on the 11th day of December, 1942, insofar as the said notice constituted and declared the districts mentioned and named as Quarantine Areas in the Schedule hereunder, and do hereby abolish or discontinue the said Quarantine Areas accordingly, and do hereby declare that, subject as varied by this revocation, the said hereinbefore first-mentioned notice shall remain in full force and virtue:—

Schedule.

The Northam Road District, known as the Northam Quarantine Area.

The York Road District, known as the York Quarantine Area.

The Capel Road District, known as the Capel Quarantine Area.

The Dardanup Road District, known as the Dardamp Quarantine Area.

The Moora Road District, known as the Moora Quarantine Area.

Dated the 14th day of January, 1943.

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

STOCK DISEASES ACT, 1895.

Prohibition of the Movement or Removal of Swine—Notice.

PURSUANT to regulation 75A of the Stock Diseases Act Regulations, 1939, as made under the Stock Diseases Act, 1895, and published in the *Government Gazette* on the 17th day of March, 1939, and the 1st day of January, 1943, I, the undersigned, the Minister for Agriculture, do by this notice declare that swine throughout the whole of the State are diseased or are suspected of suffering from disease or are showing symptoms of disease, and prohibit the movement or removal of any store or stud swine from the holding or place where such swine are kept or confined at the date of the publication of this notice in the *Government Gazette*, save and except as hereinafter provided—

Provided that swine kept or confined on any holding or place, whether within a quarantine area as constituted and declared by notice under regulation 11 of the said regulations or not, may be moved from such holding or place to any other place within the State, if such movement is permitted by a Stock Inspector, and the movement of the swine is carried out in accordance with the requirements of the Inspector and for the purposes stated in the permit.

Dated the 14th day of January, 1943.

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

ACTS OF PARLIAMENT, ETC., FOR SALE AT GOVERNMENT PRINTING OFFICE.

	£	s.	d.
Abattoirs Act and Amendment	0	1	0
Administration Act (Consolidated)	0	3	6
Adoption of Children Act	0	2	6
Agricultural Bank Act	0	1	0
Agricultural Seeds Act	0	1	0
Arbitration Act	0	1	0
Associations Incorporation Act	0	0	6
Auctioneers Act	0	1	0

Acts of Parliament, etc.—continued.

	£	s.	d.
Bills of Sale Act (Consolidated) and Amendment	0	2	0
Brands Act	0	1	6
Bread Act (Consolidated) and Amendment	0	1	6
Bush Fires Act (Consolidated)	0	1	6
Carriers Act	0	0	6
Child Welfare Act	0	2	6
Companies Act	0	4	6
Crown Snits Act	0	1	6
Dairy Cattle Improvement Act	0	1	0
Dairy Industry Act	0	2	0
Dairy Products Marketing Regulation Act	0	2	0
Declarations and Attestations Act	0	0	6
Defentists Act and Amendment	0	1	6
Discharged Soldiers' Settlement Act	0	1	6
Dog Act (Consolidated)	0	1	0
Dried Fruits Act	0	1	6
Droving Act	0	1	0
Drugs (Police Offences) Act	0	1	0
Egg Marketing Act	0	1	0
Electoral Act (Consolidated)	0	3	6
Electricity Act	0	1	0
Employers' Liability Act	0	0	6
Employment Brokers Act and Amendment	0	1	0
Evidence Act (Consolidated)	0	2	0
Factories and Shops Act (Consolidated)	0	4	0
Factories and Shops Act Regulations	0	1	0
Factories and Shops Time and Wages Books—			
Large	0	4	3
Small	0	3	3
Farmers' Debts Adjustment Act (Consolidated)	0	1	0
Feeding Stuffs Act	0	1	6
Fertilisers Act	0	1	0
Financial Emergency Act	0	1	6
Financial Emergency Tax Assessment Act	0	2	0
Firearms and Guns Act (Consolidated)	0	1	0
Fire Brigades Act, 1916, and Amendment	0	3	0
Firms Registration Act and Amendment	0	1	6
Fisheries Act (Consolidated)	0	2	0
Forests Act	0	1	6
Fremantle Harbour Trust Act (Consolidated)	0	1	6
Friendly Societies Act and Amendments	0	2	0
Game Act (Consolidated)	0	1	0
Gold Buyers Act and Regulations	0	2	0
Goldfields Water Supply Act	0	2	6
Gold Mining Profits Tax and Assessment	0	1	0
Government Electric Works Act	0	1	0
Group Settlement Act	0	1	3
Hawkers and Pedlars Act and Amendment	0	1	0
Health Act (Consolidated)	0	5	0
Hire Purchase Agreement Act (Consolidated)	0	0	6
Hospital Fund Act	0	1	0
Hospitals Act	0	1	0
Illicit Sale of Liquor Act	0	0	6
Income Tax Assessment Act	0	5	0
Industrial Arbitration Act (Consolidated)	0	4	0
Industrial Arbitration Regulations	0	2	6
Industries Assistance Act (Consolidated)	0	1	0
Inebriates Act	0	0	6
Infants, Guardianship of, Act	0	1	0
Inspection of Machinery Act with Regulations	0	2	6
Inspection of Scaffolding Act (Consolidated)	0	1	6
Interpretation Act	0	2	0
Irrigation and Rights in Water Act	0	1	6
Justices Act (Consolidated)	0	3	0
Land Act and Regulations	0	4	6
Land Agents Act and Amendment	0	1	0
Land Drainage Act	0	2	6
Legal Practitioners Act (Consolidated)	0	1	0
Legitimation Act	0	1	6
Licensed Surveyors Act	0	1	0
Licensing Act and Amendments	0	4	0
Life Assurance Act (Consolidated)	0	2	0
Limitation Act	0	1	0
Limited Partnerships Act	0	0	6
Lotteries (Control) Act	0	2	0
Lunacy Act (Consolidated)	0	2	0
Main Roads Act	0	1	6
Marine Stores Dealers Act	0	1	0
Marriage Act	0	2	0
Married Women's Property Act (Consolidated)	0	1	0
Married Women's Protection Act (Consolidated)	0	1	0
Masters and Servants Act	0	1	0
Medical Practitioners Act	0	2	0
Metropolitan Milk Act (Consolidated)	0	1	6
Metropolitan Water Supply, Sewerage, and Drainage Act	0	2	0

Acts of Parliament, etc.—*continued.*

	£	s.	d.
Mines Regulation Act	0	1	9
Mine Workers' Relief Fund Act and Regulations	0	2	6
Mining Act	0	2	0
Mining Development Act	0	1	6
Money Lenders Act (Consolidated)	0	1	6
Municipal Corporations Act (Consolidated)	0	5	0
Native Administration Act	0	2	0
Native Flora Protection Act	0	1	0
Notaries Act	0	0	6
Noxious Weeds Act	0	1	0
Nurses Registration Act	0	1	6
Partnership Act	0	1	0
Pawnbrokers Act (Consolidated)	0	1	0
Pearling Act (Consolidated)	0	2	0
Petroleum Act	0	3	0
Pharmacy and Poisons Act (Consolidated)	0	2	0
Plant Diseases Act	0	2	0
Police Code Compilation	1	10	0
Powers of Attorney Act	0	0	6
Prevention of Cruelty to Animals Act	0	1	0
Prisons Act (Consolidated)	0	1	6
Public Service Act (Consolidated)	0	2	6
Public Works Act and Amendment	0	2	6
Purchasers' Protection Act	0	1	6
Road Districts Act (Consolidated)	0	5	0
Sale of Goods Act	0	1	0
Second-hand Dealers Act	0	0	6
Stamp Act (Consolidated)	0	3	0
State Government Insurance Act	0	0	6
State Manufacturers Description Act	0	0	6
State Trading Concerns Act	0	1	6
State Transport Co-ordination Act	0	1	6
Statistics Act	0	0	6
Superannuation and Family Benefits Act	0	2	6
Supreme Court Act	0	3	6
Supreme Court Rules	1	5	0
Tenants, Purchasers, and Mortgagees' Relief Act	0	2	0
Timber Industry Regulation Act and Regulations	0	2	6
Totalisator Act and Amendment	0	2	6
Town Planning and Development Act	0	1	0
Trades Descriptions Act	0	1	0
Trade Unions Act	0	1	6
Traffic Act (Consolidated) and Regulations	0	6	0
Tramways Act, Government	0	0	6
Trespass, Fencing and Impounding Act and Amendment	0	1	6
Truck Act and Amendment	0	1	6
Trustees Act	0	1	6
Unclaimed Moneys Act	0	1	0
Vermin Act (Consolidated)	0	2	6
Veterinary Act	0	1	6
Water Boards Act	0	2	6
Weights and Measures Act and Regulations	0	2	6
Wheat Pool Act	0	1	0
Wheat Products (Prices Fixation) Act	0	1	0
Workers' Compensation Act	0	3	0
Workers' Homes Act (Consolidated)	0	2	6
Workmen's Wages Act	0	1	6
Year Book, Pocket	0	0	6

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