



Government Gazette

OF

WESTERN AUSTRALIA.

[Published by Authority at 3.30 p.m.]

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

No. 18.]

PERTH : FRIDAY, MARCH 25.

[1949.

Native Administration Act, 1905-1947.
Reserve for Natives at Jigalong.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Governor. } George, Governor in and over the State of
[L.S.] } Western Australia and its Dependencies in the
Commonwealth of Australia.

WHEREAS by section 10 of the Native Administration Act, 1905-1947, it is provided that the Governor is empowered by Proclamation to declare any Crown Lands to be Reserves for Natives; and whereas it is deemed desirable that a reserve for Natives should be declared at Jigalong: Now, therefore, I, the said Governor, with the advice of the Executive Council, do hereby declare an area of 12,300 acres (reserve No. 10896) to be a reserve for Natives.

Given under my hand and the Public Seal of the said State, at Perth, this 16th day of March, 1949.

By His Excellency's Command,

(Sgd.) R. R. McDONALD,
Minister for Native Affairs.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Governor. } George, Governor in and over the State of
[L.S.] } Western Australia and its Dependencies in the
Commonwealth of Australia.

Corr. No. 3612/48.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Plantagenet Locations 2693 and 5001 as registered in Certificates of Title, Volumes 720 and 1110, Folios 27 and 686 re-

spectively: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Plantagenet Locations 2693 and 5001 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 16th day of March, 1949.

By His Excellency's Command.

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency The Honourable Sir James
TO WIT. } Mitchell, Knight Grand Cross of the Most Dis-
JAMES MITCHELL, } tinguished Order of Saint Michael and Saint
Governor. } George, Governor in and over the State of
[L.S.] } Western Australia and its Dependencies in the
Commonwealth of Australia.

Corr. No. 4713/46.

WHEREAS by the Transfer of Land Act, 1893-1946, the Governor is empowered by Proclamation in the *Government Gazette* to revest in His Majesty as of his former estate all or any lands, whereof His Majesty may become the registered proprietor; and whereas His Majesty is now the registered proprietor of Wellington Locations 1966, 2673 and 2735, as registered in Certificates of Title, Volumes 742, 1044 and 1115, Folios 129, 423 and 725 respectively: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do by this Proclamation revest in His Majesty, his heirs and successors Wellington Locations 1966, 2673 and 2735 aforesaid as of his former estate.

Given under my hand and the Public Seal of the said State, at Perth, this 16th day of March, 1949.

By His Excellency's Command.

(Sgd.) L. THORN,
Minister for Lands.

GOD SAVE THE KING ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, this 16th day of March, 1949, the following Order in Council was authorised to be issued:—

The Land Act, 1933-1948.

ORDER IN COUNCIL.

Corr. No. 1120/17.

WHEREAS by section 33 of the Land Act, 1933-1948, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named, in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 22905 (Kondinin Lots 162 to 167 inclusive and 190) should vest in and be held by the Kondinin Road Board in trust for the purpose of Recreation: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the before-mentioned Reserve shall vest in and be held by the Kondinin Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

(Sgd.) R. H. DOIG,
Clerk of the Council.

NOTICE TO MARINERS.

No. 1 of 1949.

Australia—West Coast.

Fremantle Inner Harbour.

Pylons and Beacon Demolished—Light Buoys
Temporarily Established.

Positions.—From light-tower on South Mole (lat. 32° 03' S. long. 115° 44' E.).

- (1) 940 feet 33° (pylon).
- (2) 1,025 feet 43.5° (pylon)
- (3) 1,225 feet 49° (beacon).

Details.—The two Easternmost pylons, which were illuminated at night, and the inner red beacon adjoining the Northern line of the entrance channel of the Fremantle Inner Harbour have been accidentally demolished.

Owing to the Easternmost pylon having fallen into a position where it fouls the entrance channel to the extent of about 20 feet, a wreck-marking buoy, painted green, and carrying a green light flashing every second, has been established in position (2) above. This buoy will be removed without further notice being given as soon as the demolished pylons have been recovered.

A buoy, painted red, and carrying a fixed red light, has been temporarily established in position (3) above, in place of the demolished beacon.

Charts affected—B.A. 1700, Aus. 113.

Publication affected—Australian Pilot Vol. V., page 320.

Authority—Fremantle Harbour Trust.

Date 15th March, 1949.

(Sgd.) E. TRIVETT,
Harbour Master.

(Sgd.) H. ACTON,
Secretary.

NOTICE TO MARINERS.

No. 2 of 1949.

Australia—West Coast.

Fremantle Outer Harbour.

Extension of Robb's Jetty, Owen Anchorage.

Position—About 2 cables Southward of Catherine Point. (Lat. 32° 05' 26" S., Long. 115° 44' 57" E.)

Details—The length of this jetty has been extended by 150 feet, and the high level section removed.

Charts Affected—BA.240 and 1058, Aus. 077.

Publications Affected—Australia Pilot Vol. V., pages 307 and 320.

Authority—Fremantle Harbour Trust.

Date—21st March, 1949.

(Sgd.) E. TRIVETT,
Harbour Master.

(Sgd.) H. ACTON,
Secretary.

CASH ORDER LOST.

Department of Agriculture,
Perth, 22nd March, 1949.

Corr. 794/38.

IT is hereby notified that the undermentioned Cash Order has been lost. Payment has been stopped and it is intended to issue orders in lieu thereof.

Cash Order No. 3579; amount £11 10s. 6d.; drawn by W. A. Humau; in favour of J. Combe.

A. L. McK. CLARK,
Acting Director of Agriculture.

THE AUDIT ACT, 1904.

The Treasury,
Perth, 16th March, 1949.

THE following appointment has been approved:—

Receiver of Water Supply Revenue—T29/45—Mr. J. M. Carmody for the Public Works Department.

A. J. REID,
Under Treasurer.

Public Service Commissioner's Office,
Perth, 23rd March, 1949.

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

Ex. Co. 589, P.S.C. 124/49—P. Trainer, Clerk, Land Titles Office, Crown Law Department, to be Endorsing Clerk, Class C-II-8, as from 16th March, 1949.

Ex. Co. 589, P.S.C. 578/48—C. O. Kreibig, Clerk, Crown Law Department, to be Clerk, Solicitor General's Office, Class-II-8, as from 16th March, 1949.

Ex. Co. 587, P.S.C. —Gerald Cameron Brown and Hugh Bryan Wilson, under section 29 of the Public Service Act, to be Technical Officers, Irrigation Branch, Department of Agriculture, as from 28th April, 1948.

Ex. Co. 483, P.S.C. 163/49—R. A. Wood, Industrial Registrar, Court of Arbitration, Crown Law Department, to be Registrar and Secretary to the Workers' Compensation Board, State Insurance Office, Class C-I-14, as from 10th March, 1949.

And has amended the title of the following position:—

Ex. Co. 589—Item 1093, Costs Clerk, Public Works Department, Class C-II-5, at present occupied by G. H. Kenny, to Costs and Wages Inspector.

And has amended the title and classification of the following position:—

Ex. Co. 589—Item 1055, Clerk (Cash Orders), Public Works Department, Class C-II-7, at present occupied by F. S. Brophy, to Assistant Costs and Wages Inspector, Class C-II-6.

And has abolished the following position:—

Ex. Co. 589—Item 1094, Clerk, Public Works Department, Class C-II-8.

And has transferred E. C. Farley, Clerk, Public Works Department, to Item 1059, Expenditure Checking Officer, Class C-II-8, as from 16th March, 1949.

S. A. TAYLOR,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Salary.	Date Returnable.
Lands and Surveys	Inspector of Lands and Improvements†*	G-II.-7/8 Margin £139-£195	1949 26th March.
Crown Law	Crown Prosecutor†	£943-£1112	31st March.
Do.	Solicitor and Assistant Crown Prosecutor†	£904-£1047	do.
Agriculture	Librarian†	Class P-II.-4/6 Margin £209-£319	do.
Native Affairs	District Officer, Great Southern †	Class G-II.-4 Margin £293-£319	do.
Public Health	Assistant Commissioner †	Class P-I.-6 £1047-£1307	do.
Chief Secretary's	Assistant Inspector of Fisheries†	Class G-VIII.-1 Margin £85-£125	2nd April.
Crown Law	Checker, Land Titles Office	Class P-II.-3 Margin £345-£371	do.
Do.	Draftsman, Plan Drawing, Land Titles Office	Class P-II.-4/5 Margin £251-£319	do.
Do.	Resumption Draftsman, Land Titles Office	Class P-II.-4/5 Margin £251-£319	do.
Do.	Industrial Registrar, Arbitration Court	Class C-I.-16 £683-£787	do.
Metropolitan Water Supply	Clerk	Class C-II.-8 Margin £139-£167	do.
Crown Law	Endorsing Clerk, Land Titles Office (Item 1834)	Class C-II.-8 Margin £139-£167	9th April.
Mines	Inspector of Machinery †	Class P-II.-4/5 £251-£319	do.
Public Health	Assistant Medical Officers, Mental Hospitals Department		
	One Class 1 †	P-I.-11 £826-995	do.
	Two Class 2 †	P-I.-13 £761-904	do.
Public Works	Costs Clerk, State Engineering Works †	Class C-II.-4 Margin £293-£319	do.
State Insurance	Senior Clerk, Workers' Compensation Board	Class C-II.-6 Margin £209-£237	do.

* Allowance of £220 per annum to cover travelling and transport.

† Applications are also called under section 29.

‡ Preference will be given to an applicant who has had some experience in an engineering shop and who has passed the final examination of the Institute of Cost Accountants.

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.

S. A. TAYLOR, Public Service Commissioner.

POLICE ACT, 1892-1945.

Police Department,
Perth, 22nd March, 1949.

THE Commissioner of Police, in exercise of the powers conferred by section 9 of the Police Act, 1892-1945, and with the approval of the Minister hereby amends the regulations made under and for the purposes of the said Act and published in the *Government Gazette* on the 4th day of December, 1944, and amended by notices published in the *Government Gazette* from time to time thereafter in the manner mentioned in the Schedule hereunder.

J. DOYLE,
Commissioner of Police.

Schedule.

The abovementioned regulations are amended as follows:—

1. After the word "approved" in line 3 of regulation 116 add the following:—

"Members of the Police Force quartered in Police Barracks shall be members of the Barracks' Mess and shall be liable to pay all expenses incidental to such membership.

The Commissioner may, at his discretion, exempt any member of the Police Force quartered in Police Barracks from being a member of the Barracks' Mess."

Approved by the Minister for Police this 16th day of March, 1949.

H. S. W. PARKER,
Minister for Police.

LAND ACT, 1933-1948; WAR SERVICE LAND SETTLEMENT AGREEMENT ACT, 1945.

Corres. 945/49.

IT is notified, for general information, that the areas scheduled hereunder are available for selection under section 53 of the Land Act, 1933-1948 (and regulations thereto), and pursuant to clause 17 of the Agreement between the Commonwealth of Australia and the State of Western Australia in relation to War Service Land Settlement.

Applications must be lodged with the Chairman, Land Settlement Board, Lands Department, Perth, not later than 6th April, 1949, 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 date, and if there are more applicants than one for these areas, the application to be granted will be determined by the Land Settlement Board. Should any areas remain unselected, such will continue available until applied for or otherwise dealt with.

Schedule.

Land, Area, Purchase Price, Plan, Locality.
Wellington Locations 3967 and 3968; 678a. 2r. 12p.; £436; 410C/40, DE4; eight miles South of Darkan.

H. E. SMITH,
Under Secretary for Lands.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1948, and its regulations:—

CARNARVON.

6th April, 1949, at 11 a.m., at the Court House—
‡Carnarvon—*||412, 4a. 1r. 17p., £10; Town 462, 2r. 1.5p., £30; Town 465, 1r. 24p., £10.

KATANNING.

7th April, 1949, at 11 a.m., at the Government Land Agency—
‡Pingrup—Town 19, 1r., £12.

NARROGIN.

7th April, 1949, at 12 noon, at the Government Land Agency—
‡Varley—Town 13, 1r., £10.

BRIDGETOWN.

12th April, 1949, at 12 noon, at the Court House—
‡Northliffe—Town 64, 1r., £15; Town 65, 38.1p., £20.

BUSSELTON.

13th April, 1949, at 3 p.m., at the Court House—
‡Cowaramup—*¶40, 4a. 0r. 29p., £20; *¶48, 4a. 0r. 29p., £20; Town 52, 1r. 5.3p., £12; Town 53, 1r. 5.3p., £12; Town 54, 1r. 4.9p., £15.

PERTH.

13th April, 1949, at 8 p.m., at Anzac House—
‡Rockingham—Town 462, 1r. 31.1p., £70; Town 453 to 461 inclusive, 1r. each, £60 each; Town 494, 1r. 23p., £55; Town 463, 1r. 3.6p., £50; Town 479, 39.5p., £50; Town 495, 1r. 34.7p., £50; Town 464 to 473 inclusive, 1r. each, £45 each; Town 480 to 493 inclusive, 1r. each, £45 each; Town 510, 39.5p., £40; Town 496 to 509 inclusive, 1r. each, £35 each.

¶All marketable timber is reserved to the Crown.

*Suburban for cultivation.

‡ Sections 21 and 22 of the regulations do not apply.

|| Subject to truncation of corner, if necessary.

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 and the offices of the various Government Land Agents. 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.

H. E. SMITH,
Under Secretary for Lands.

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1946, owing to non-payment of rent or other reasons:—

Name, Lease, District, Reason, Corr. No., Plan.
Ainsworth, A.; 3117/2466; Youanmi 230; abandoned; 1163/38; Youanmi Townsite.
Beaton, A. W.; 2999/153; Meekatharra 242; £2 8s. 1d.; 1993/15; Meekatharra Townsite.
Bremner, P.; 3117/1231; Wiluna 1096; abandoned; 2298/35; Wiluna Townsite.
Burgoyne, J. N.; 3117/2715; Boulder 535; £1 10s.; 10463/99; Boulder Townsite, Sheet 2.
Carpenter, C.; 3117/2772; Reedy 144; abandoned; 1339/39; Reedy Townsite.
Eades, C. J.; 3116/1390; Kalgoorlie 3227; £2; 3568/47; Kalgoorlie Townsite, Sheet 1.
Chesson, T.; 3117/1508; Youanmi 341; £3 15s.; 452/36; Youanmi Townsite.
Fels, E. T.; 3117/2559; Youanmi 203; £8 10s. 1d.; 1968/35; Youanmi Townsite.
Foley, W.; 342/772; Carnarvon 418; £3 2s. 6d.; 1898/37; Carnarvon Townsite.
Gregg, J.; 3116/1408; Geraldton 1172; abandoned; 3576/47; Geraldton Townsite, Sheet 2.
Hackett, K. S.; 365/1166; Nelson 11310 and 11312; abandoned; 4229/48; 415D/40, A4.
Manning, R. A.; 3117/1045; Westonia 196; abandoned; 1061/35; Westonia Townsite.
McConnell, J.; 3117/3732; Kalgoorlie 2163; abandoned; 8756/05; Kalgoorlie Townsite, Sheet 2.
McGillivray, R.; 3117/852; Reedy 81; £1 5s.; 120/35; Reedy Townsite.
Neal, A.; 3117/1364; Reedy 233; abandoned; 2210/35; Reedy Townsite.
Paini, C.; 3117/3602; Reedy 200; abandoned; 56/39; Reedy Townsite.
Robertson, J. B.; 3117/2785; Westonia 100; 18s.; 1620/39; Westonia Townsite.
Smith, J. F.; 347/4904; Ninghan 2947; abandoned; 7001/47; 66/80, B.C. 1.
Teasdale, F.; 6850/153; Youanmi 83; £1 5s.; 2477/33; Youanmi Townsite.
Walker, H. E. J.; 3117/2926; Norseman 1107; £1 15s.; 289/40; Norseman Townsite.
Watts, S. R.; 332/557; Wandering 9; abandoned; 1410/39; Wandering Townsite.

H. E. SMITH,
Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
Perth, 16th March, 1949.

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

6306/48.

NINGHAN—No. 22904 (Water), location No. 3933 (27a. 0r. 10p.). (Plan 65/80, B1.)

1120/17.

KONDININ—No. 22905 (Recreation), lot Nos. 162 to 167 inclusive and 190 (25a. 1r. 4p.). (Plan Kondinin Townsite.)

1120/17.

KONDININ—No. 22906 (Conservation of Native Flora), all that portion of land bounded on the Westward by Collett Street (Road No. 6321), on the Northward by Howlet Street (Road No. 7119), on the Eastward by Connell Street, Brunton Street, Stafford Street and the continuation Southward of the last-mentioned street to Karlgarin Road (Road No. 8649), and on the Southward by Karlgarin Road (Road No. 8649); including Kondinin Lots 168 to 186 inclusive (about 70a.). (Plan Kondinin Townsite.)

1120/17.

KONDININ—No. 22907 (Conservation of Native Flora), all that portion of land bounded on the Westward by the continuation Southward of Stafford Street, on the Northward by lot 167, on the Eastward by Connell Street, and on the Southward by Karlgarin Road (Road No. 8649) (about 2a.). Plan Kondinin Townsite.)

H. E. SMITH,
Under Secretary for Lands.

CHANGE OF PURPOSE OF RESERVE

6568 (Pingelly).

Department of Lands and Surveys,
Perth, 16th March, 1949.

Corres. 12690/98.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1948, of the purpose of reserve 6568 being changed from "Ballast Pit" to "Public Utility." (Plan 378A/40, B2.)

H. E. SMITH,
Under Secretary for Lands.

CEMETERIES ACT, 1897-1946.

Appointment of Board for Control of the Tammin Public Cemetery.

Department of Lands and Surveys,
Perth, 16th March, 1949.

Corres. No. 11346/06.

HIS Excellency the Governor in Executive Council has been pleased to appoint, under the provisions of the above Act, the Tammin Road Board as a board to control and manage the Tammin Public Cemetery (reserve 10695), *vice* Messrs. W. Donnan, J. Packham, C. Masters, G. Uppill and W. Quirk.

H. E. SMITH,
Under Secretary for Lands.

CEMETERIES ACT, 1897-1946.

Appointment of Trustee for the Boulder General Cemetery.

Department of Lands and Surveys,
Perth, 16th March, 1949.

Corres. 11015/02, Vol. 3.

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased to appoint, under the provisions of the above Act, Reverend Thomas Cook as a trustee to control and manage the Boulder General Cemetery. *vice* Reverend John Charles Lund.

H. E. SMITH,
Under Secretary for Lands.

TOWNSITE OF MANJIMUP.

Amendment of Boundaries.

Department of Lands and Surveys,
Perth, 16th March, 1949.

Corres. 6848/09, Vol. 5.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 10 of the Land Act, 1933-1948, of the boundaries of Townsite of Manjimup being amended as described as follows:—

All that portion of land bounded by lines starting from the North-Western corner of Nelson Location 2109 and extending generally South-Easterly along boundaries of that location to a point situate in prolongation Westerly of the Southern boundary of location 6201; thence Easterly, to and along that boundary and the Southern boundaries of locations 6202 and 6211 and onwards, crossing the Railway Reserve, to the South-Western corner of location 6221; thence North-Easterly, Easterly and Southerly along boundaries of the last-mentioned location and onwards to the Northern boundary of location 6220; thence Easterly, along part of that boundary and the Northern boundaries of locations 6219 and 6218; thence Southerly along the Eastern boundary of the last-mentioned location and onwards to the Northern boundary of location 2359; thence Easterly to its Eastern boundary; thence generally South-Westerly, along boundaries of locations 2359 and 827 to a point situate in

prolongation Northerly of the Western side of a closed road passing through location 828; thence Southerly, to and along that side, and to and along the Eastern boundaries of locations 1921 and 2034; thence Westerly along the latter's Southern boundary; thence South-Westerly and generally Westerly along boundaries of reserve 21763 to the North-Western corner of location 5212; thence Southerly along part of the latter's Western boundary; thence Westerly, along the Southern boundary of location 5210, crossing the Railway Reserve, and onwards to the Eastern boundary of location 3239; thence Northerly along that boundary; thence generally South-Westerly along boundaries of locations 3239 and 2256; thence Northerly and Easterly to and along the boundaries of location 2255 to a point situate in prolongation Southerly of the Western boundary of location 9656; thence Northerly to and along that boundary and the Western boundaries of locations 2073, 11528 and 2109 (crossing the State Sawmills Railway Reserve) to the starting point (excluding all that portion of the State Forest No. 38, being portion of Nelson Location 1921, and portion of a closed road, and being together the subject of L.T.O. Diagram 11573). Plans 439C/40, E & F4 and 442B/40, E & F1.

H. E. SMITH,
Under Secretary for Lands.

OPEN FOR SALE.

Marmion Lot 101.

Applications Close 6th April, 1949.

Department of Lands and Surveys,
Perth, 15th March, 1949.

Corres. 142/48.

IT is hereby notified that Marmion Lot 101, containing 1 acre 1 rood, is available for sale in fee simple, under section 45A of the Land Act, 1933-1948, for the price of £150, subject to the following conditions:—

1. Each application to purchase shall be accompanied by a deposit of 10 per cent. of the purchase money.

2. The successful applicant shall pay the balance of the purchase money within 12 months of approval of his application in four quarterly instalments on the first days of January, April, July and October.

3. Applications, accompanied by a deposit, must be lodged at the Lands Office, Perth, on or before Wednesday, the 6th April, 1949.

4. All applications lodged on or before such date will be treated as having been received on the closing date, and if there are more applications than one for this lot, the application to be granted will be determined by the Land Board.

H. E. SMITH,
Under Secretary for Lands.

LOT OPEN FOR LEASING.

Department of Lands and Surveys,
Perth, 22nd March, 1949.

Corres. 109/49.

IT is notified for general information that Boulder Lot 1024 is available for leasing under section 117 of the Land Act, 1933-1948.

Applications must be lodged at the Lands Office, Kalgoorlie, on or before the 13th April, 1949.

If more than one application be received by the closing date for this lot, the applications shall be deemed to be simultaneous and shall be referred to a Land Board.

The following conditions shall apply:—

(1) No lease will be granted unless the applicant shall have first produced a "provisional consent to commence building," issued by the State Housing Commission, or such other evidence to prove to the satisfaction of the Minister for Lands that the applicant already has or is in a position to obtain the necessary materials to build a residence on the lot applied for.

(2) The lessee will be required to erect the residence on his lot within six months from the date of the approval of his application or within such extended period as the Minister for Lands may approve. Failure to comply with this condition renders the lease liable to forfeiture.

(3) The term of the lease will be 99 years.

(4) The annual rental payable for the first 10 years of the term of the lease will be ten shillings. The rental shall be subject to re-appraisal by the Minister at intervals of 10 years.

(5) No transfer of the lease will be approved until the lessee has complied with the building conditions of his lease.

(6) The lessee shall not carry on, or permit or suffer to be carried on, on the demised land, any trade or business whatsoever, without the consent in writing of the Minister for Lands being first obtained; and further, the conditions under which the said land is made available shall not entitle the lessee now, or at any future time, to the right to convert same to fee simple.

Plan Boulder Sheet 2.

H. E. SMITH,
Under Secretary for Lands.

APPLICATIONS FOR LEASING RESERVE 19596.

Perth Land Agency.

Department of Lands and Surveys,
Perth, 22nd March, 1949.

Corres. 2577/27.

APPLICATIONS are invited for the leasing of reserve 19596 (Nelson Location 10850) for a sawmilling site.

This reserve is available for leasing, under section 32 of the Land Act, 1933-1948, for a term of five years at a rental of £2 per annum, subject to the following conditions:—

(a) The lessee shall have the right to remove improvements effected at any time during the term of the lease or within three months after the expiration or earlier determination and shall fill in and level off all excavations and remove all waste matter and sawdust and leave the land in a clear and tidy condition.

(b) No compensation will be paid for any improvements effected.

Applications, accompanied by one half-year's rent and lease and registration fees, must be lodged at the Lands Department, Perth, on or before Wednesday, the 13th April, 1949.

(Plan 438B/40, EF1.)

H. E. SMITH,
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, 1933-1948, and the regulations appertaining thereto, subject to the provisions of the said Act, and also to the provisions of the Land Alienation Restriction Act, 1944.

Applications must be lodged 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.

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

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

The term "Member of the Forces," where appearing in any notice published hereunder, shall be deemed to have the meaning as is specified in section 2 of the Land Alienation Restriction Act, 1944, that is to say, "Member of the Forces" means a person who is or has been, a member of the Naval, Military or Air Forces of His Majesty the King during any period in which His Majesty is or has been engaged in war.

THE SCHEDULE.

WEDNESDAY, 30th MARCH, 1949.

PERTH LAND AGENCY.

Avon District (about 4 miles South-West of Kweeda).

Corr. No. 329/40. (Plan 343C/40, DE4.)

Locations 19587 and 21201, containing 793a. 3r. 20p.; subject to classification, pricing, and exempt from road rates for two years from date of approval of application; being A. Watt's forfeited lease 347/2656.

Avon District (about 1 mile North of Lake Brown).

Corr. No. 713/29. (Plan 54/80, B3 and 4.)

Location 25401, containing 1,000a. 3r. 3p., at 1s. 9d. per acre; classification page 6 of 713/29; subject to payment for improvements; being J. W. Howe's forfeited lease 68/1639.

Gascoyne District (near Carnarvon).

Open under Part V., Sec. 53.

Corr. No. 3136/24. (Plan Locations near Carnarvon.)

Location 199, containing about 10a.; subject to survey, classification and pricing, and to the conditions relating to the selection of lands in this area.

Jilbadji District (about 4 miles South-East of Moorine Rock).

Corr. No. 1067/26. (Plans 36/80, CD4, 23/80, D1.)

Location 216, containing 1,572a. 0r. 20p., at 1s. 9d. per acre; classification page 29 of 5000/22; subject to Rural and Industries Bank indebtedness and to mining conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Nelson District (about 2½ miles North of Walpole).

Corr. No. 211/39. (Plan 453C/40, E4.)

Location 10206, containing 187a. 1r. 18p.; classification page 22 of 211/39; subject to pricing, timber conditions, payment for improvements, and to conditions governing selection in this district. Previous *Gazette* notice concerning this location is hereby cancelled.

Nelson District (about 2 miles East of Catterick).

Corr. No. 208/43. (Plan 414C/40, F4.)

Location 11850, containing 205a. 1r. 14p., at 5s. 6d. per acre; classification page 15 of 1352/41; subject to payment for improvements, to timber conditions, and to conditions governing selection in this district; being C. W. Head's forfeited lease 365/1032.

Ninghan District (near Kirwan).

Corr. No. 3951/46. (Plan 65/80, C4.)

The portion of Ninghan Location 3793, containing about 100 acres, bounded by lines commencing at its South-West corner and extending North about 25 chains; thence East about 40 chains and South about 25 chains to its Southern surveyed boundary; thence West to the starting point; subject to survey and to payment of £8 10s. survey fee with application; available to adjoining holders only and priced at 13s. 3d. per acre, such price including payment for improvements; being part of W. L. Broadhurst's cancelled special lease 3116/1365 and portion of location 3793.

Ninghan District (near Narkal).

Corr. No. 4308/48. (Plans 55/80, A2, 56/80, F2.)

Locations 1768, 1769, 1782, 1783, 2147 and 1922, containing 4,280a. 2r. 39p., at 4s. 9d. per acre (as one holding; classifications pages 47, 48, 49 and 50 of 8370/09, Vol. 1 and page 14 of 1781/29; subject to Rural and Industries Bank indebtedness; location 1783 subject to survey unless selected by the holder adjoining unsurveyed freehold location 453; being L. D. Talling's cancelled application,

Ninghan District (about 6 miles South-East of Bonnie Rock).

Corr. No. 4769/28. (Plan 67/80, BC3 and 4.)

Locations 3081, 3082 and 3088, containing 1,281a. 1r. 5p., 1,415a. 0r. 11p. and 840a. 1r. 2p., respectively; 3089 and 3355, containing 1,074a. 0r. 20p.; 3090 and 3403, containing 1,067a. 3r. 25p.; 3091, containing 1,000a. 1r. 30p.; 3096 and 3386, containing 1,080a. 3r. 30p.; 3094 and 3092, containing 1,070a. 1r. 25p. and 1,454a. 2r. 7p., respectively; all at 1s. 4d. per acre (if selected by tenants in common as one holding); part at 1s. 4d., part at 1s. 10d (subject to review if necessary); also 3093 and 3387, containing 1,009a. 3r. 23p., at 1s. 9d. per acre; classification page 10A of 6319/27. All locations subject to Rural and Industries Bank indebtedness; locations 3081 and 3088 subject to survey unless selected by the holder of freehold unsurveyed locations 3396 and/or 3376.

Previous *Gazette* notices concerning locations 3090, 3403, 3093 and 3387 are hereby cancelled, balance being forfeited leases 55/1378, 55/1404, 55/1376, 55/1275, 74/421, 55/1355, 55/1363, 74/479, 55/1405 and 68/940.

Ninghan District (about 8 miles North of Marindo).

Corr. No. 371/40. (Plan 66/80, B1.)

Locations 3801, 2959 and 2960, containing 2,114a. 2r. 16p., at 1s. 6d. per acre; classifications pages 31 and 32 of 5537/27; subject to Rural and Industries Bank indebtedness; being J. A. Stark's cancelled application and lease 55/1903.

Plantagenet District (near Craubrook).

Corr. No. 14758/11, Vol. 2. (Plan 445/80, A1.)

Location 3388, containing 1,000a., at 7s. 6d. per acre; classification page 3 of 14758/11, Vol. 1; exempt from road rates for two years from date of approval of application; being G. Parker's forfeited lease 7469/68.

Roe District (about 11 miles North-East of Pingrup).

Corr. No. 5753/26. (Plan 407/80, E3 and 4.)

Locations 505 and 933, containing 1,259a. 0r. 25p. and 1,177a. 3r. 7p., respectively, at 1s. 9d. and 5s. per acre, respectively; classifications page 10 of 4140/27 and 7 of 5753/26, respectively; subject to Rural and Industries Bank indebtedness, and to poison conditions; location 933 subject to survey, unless selected by the holder of adjoining locations 934, 935 and 936; being G. W. L. W. and C. W. Lavater's forfeited leases 68/855 and 42274/55.

Roe District (at Hyden).

Corr. No. 2152/35. (Plans 346/80, A4, 375/80, A1.)

Location 1315, containing 406a. 3r. 26p., at 5s. per acre; classification page 46 of 2152/25; exempt from road rates for two years from date of approval of application; being M. J. Naughton's forfeited lease 347/910.

Roe District (near Lake Camm).

Corr. No. 564/36. (Plan 389/80, A1 and 2.)

Location 1670, containing 2,502a., at 3s. per acre; classification pages 2 of 583/28 and 67 of 564/36; subject to payment for improvements; being A. E. McPhee's forfeited lease 347/1027.

Swan District (about 19 miles West of Wannamal).

Corr. No. 3150/20. (Plan 31/80, A3.)

Location 2690, containing 469a. 3r. 4p., at 5s. 3d. per acre; classification pages 5 and 22 of 3150/20; subject to payment for improvements, to timber conditions and to provision of any necessary road access to Swan Location 2299; being part of H. V. and C. S. Darch's forfeited lease 12722/68.

Williams District (about 6 miles East of Yormaning).

Corr. No. 5709/48. (Plan 378C/40, D4.)

Location 3744, containing 160a., at 11s. per acre; classification page 62 of 341/09; subject to Rural and Industries Bank indebtedness, to timber conditions, and to a cropping lease expiring 28/2/1950; being P. C. and A. M. Furphy's cancelled application.

Williams District (about 6 miles East of Yormaning).

Corr. No. 5710/48. (Plan 378C/40, D4.)

Locations 8788, 10417, 9580, 9579 and 10418, containing 1,243a. 1r., at 5s. 9d. per acre; classification pages 63 of 341/09 and 3 of 5710/48; subject to Rural and Industries Bank indebtedness and to timber conditions; being P. C. and A. M. Furphy's cancelled application.

Yandanooka Estate.

Open under Parts V. and VIII.

Corr. No. 9912/12, Vol. 7. (Plan 123/80.)

Locations 113, 115, 116, 119, 120, 121, 122, 123, 124, 127, 128 and 129, containing about 3,840a., 3,370a., 3,090a., 2,967a., 3,309a., 3,349a., 4,160a., 2,515a., 2,528a., 2,387a., 4,260a. and 3,827a., respectively; subject to survey, classification and pricing.

Yilgarn District (about 5 miles North of Westonia).

Corr. No. 1657/48. (Plan 35/80, E3.)

Locations 261, 1007, 784, 288 and 782, containing 362a. 1r. 37p., 1,256a. 2r. 21p., 171a. 3r. 31p., 302a. 1r. 38p. and 1,342a. 1r. 1p., respectively; classifications pages 16 of 1743/33, 8 of 5385/27, 9 of 5144/27, 4 of 7545/22 and 7 of 6810/25; all locations subject to mining and special timber conditions; locations 261 and 1007 subject to Rural and Industries Bank indebtedness; locations 288, 782 and 784 exempt from road rates for two years from date of approval of application; locations 261, 1007, 784, 288 and the Westernmost portion of location 782; comprising about 2,300 acres, priced at 1s. 6d. per acre (as one holding); balance of location 782 subject to pricing; being the cancelled applications of G. Fradd, F. Reynolds and P. J. and P. S. Lindley.

Yilgarn District (about 10 miles North-East of Southern Cross).

Corr. No. 45/48. (Plan 36/80, F1 and 2.)

Locations 430, 503 and 504, containing 2,996a. 2r. 3p., at 1s. 6d. per acre; subject to mining conditions and to payment for improvements capitalised at £920. Previous *Gazette* notices concerning these locations are hereby cancelled.

Yilgarn District (about 4 miles East of Corinthia).

Corr. No. 3383/40. (Plan 36/80, E2.)

Location 450, containing 1,000a., at 1s. 9d. per acre; subject to mining conditions and to payment for improvements capitalised at £427; being O. Johnson's forfeited lease 3116/959.

WEDNESDAY, 6th APRIL, 1949.

PERTH LAND AGENCY.

Avon District (about 5½ miles West of Youraling).

Corr. No. 5928/48. (Plan 342C/40, F3.)

Location 7455, containing 160a.; subject to classification, pricing and to timber conditions; exempt from road rates for two years from date of approval of application; being R. W. Swaine's forfeited lease 29705/55.

Avon District (about 3 miles South-West of Youndegin).

Corr. No. 75/15. (Plan 3B/40, D1.)

Location 20688, containing 306a., at 6s. per acre; classification page 3 of 75/15; subject to payment for improvements; being H. J. Green's forfeited lease 9423/68.

Avon District (about 7 miles North-West of West Toodyay).

Corr. No. 5096/22. (Plan 27A/40, A1 and 2.)

Locations 22299, 24025 and 14703, containing 1,105a. 1r. 2p., at 5s. 3d. per acre; classifications page 3 of 5096/22, 4 of 4079/21 and 14 of 729/23; subject to poison conditions, timber conditions and to payment for improvements; being P. H. and D. C. Chitty's forfeited leases 15374/68, 18009/68 and 16041/68.

Avon District (about 7 miles West of Pederah).

Corr. No. 4/45. (Plan 376/80, D2.)

Location 23693, containing 440a. 0r. 24p., at 6s. 9d. per acre; classification page 38 of 7345/23; subject to Rural and Industries Bank indebtedness. Previous *Gazette* notice concerning this location is hereby cancelled.

Avon District (about 9 miles West of Pederah).

Corr. No. 7345/23. (Plan 376/80, CD2.)

Locations 23633, 23714, 18693 and 23640, containing 880a. 0r. 2p., all at 6s. 9d. per acre; classification page 39 of 7345/23; subject to Rural and Industries Bank indebtedness, and to a cropping lease expiring on the 28th February, 1950. Previous *Gazette* notice concerning these locations is hereby cancelled.

Avon District (near Nangeenan).

Open under Part V., Sec. 53.

Corr. No. 8017/20. (Plan 25/80, F2.)

Location 22166, containing 10a.; purchase price, £1; available to adjoining holders only.

Fitzgerald District (about 4 miles North of Grass Patch).

Open under Part V., Sec. 53.

Corr. No. 2393/36. (Plan 402/80, C1.)

Location 1481, containing 20a.; purchase price, £3 (including survey fee); subject to Rural and Industries Bank indebtedness; being E. W. Richardson's forfeited lease 347/1570.

Jilbadji District (near Dulyalbin Rock).

Corr. No. 589/36. (Plan 23/80, B2.)

Location 484, containing 2,247a. 1r. 27p., at 1s. 9d. per acre; subject to Rural and Industries Bank indebtedness and to mining conditions; being W. H. Bellord's forfeited lease 348/508.

Kent District (about 3 miles East of Pingrup).

Corr. No. 1591/37. (Plans 407/80, D4, 418/80, D1.)

Location 756, containing 2,043a., at 3s. 9d. per acre; classification page 63 of 1591/37; exempt from road rates for two years from date of approval of application; being E. Featherstone's forfeited lease 347/1493.

Kojonup District (about 4 miles South of Kinnunup).

Corr. No. 4515/47. (Plans 437A/40, C2, 437B/40, D2.)

Location 6842, containing 877a., at 4s. 3d. per acre; classification page 1 of 5452/12; subject to timber and poison conditions; exempt from road rates for two years from date of approval of application; being R. F. Dear's forfeited lease 347/4765.

Open under Part V. of the Land Act, 1933-1948, as modified by Part VIII.

Peel Estate (near Karnup).

Corr. 6432/48. (Plan 341D/40, B4.)

Lots 395 and 396, containing 128a. 3r. 24p. and 124a. 1r. 4p., respectively; purchase money, £81 and £78, respectively; to ex-Servicemen: half-yearly instalments—first five years interest only at 4½% per annum £1 16s. 6d. and £1 15s. 1d., respectively, balance 35 years principal and interest at 4½% per annum £2 5s. 2d. and £2 3s. 6d., respectively; civilians: half-yearly instalments—first five years interest only at 5% per annum £2 0s. 6d. and £1 19s., respectively; balance 35 years principal and interest at 5% per annum £2 8s. 1d. and £2 6s. 4d., respectively; subject to conditions governing selection in this estate; being J. Lucas' cancelled application.

Plantagenet District (3 miles North of Narrikup).

Corr. No. 350/49. (Plan 451/80, B1 and 2.)

The Crown land, containing about 150 acres, bounded on the Westward by location 2096 and 1541, on the North-Eastward and Eastward by a one-chain road along the Great Southern Railway Reserve, and on the Southward by location 2293; subject to survey, classification and pricing.

Roe District (about 10 miles East of Lake King Townsite).

Corr. No. 5000/28. (Plan 389/80, D3.)

Location 1614, containing 2,015a. 1r. 24p., at 4s. 6d. per acre; classification page 1 of 2930/28; subject to Rural and Industries Bank indebtedness and to mining conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Sussex District (2 miles North-East of Cowaramup).

Corr. No. 5963/25. (Plan 413D/40, B4.)

Location 2726, containing 46a. 1r. 28p., at 12s. per acre.

Sussex District (7 miles East of Bramley Siding).

Corr. No. 2658/48. (Plan 440A/40, C1.)

The Crown land, containing about 120 acres, bounded on the Northward by the prolongation Eastward of the Northern boundary of location 2806, on the Eastward by a protected road, on the Southward by location 2288, and on the Westward by locations 2287 and 2806; subject to survey, classification and pricing.

Swan District (near Karakin Lakes).

Corr. No. 1044/08. (Plan 30/80, EF1 and 2.)

(a) The Crown land, containing about 450 acres, bounded on the Westward by location 333, on the North-Westward by locations 495, 1801, 465, 1620, 1802, 474 and 496, on the Northward by locations 3186 and 3185, on the Eastward by the prolongation Southward of the Eastern boundary of location 3185, and on the South-Eastward by road No. 2247 (excluding roads No. 1648 and 8768).

(b) The Crown land, containing about 400 acres, bounded by lines starting at a point on the Eastern side of road No. 8767, situate about 4 chains Northward of road No. 5123 and extending East about 80 chains; thence South about 50 chains; thence West to the Eastern side of road No. 8767; thence Northward along the said side of road to the starting point (excluding road No. 5123).

Subject to survey, classification, pricing, and the provisions of section 109B.

Victoria District (about 15 miles North of Yuna).

Corr. No. 2759/34. (Plan 160/80, DE1.)

Location 8379, containing 2,253a. 0r. 22p., at 3s. 6d. per acre; classification page 44 of 2759/34; subject to Rural and Industries Bank indebtedness and to a grazing lease expiring 28/2/1950. Previous *Gazette* notice concerning this location is hereby cancelled.

Victoria District (about 12 miles North of Yuna).

Corr. No. 6255/26. (Plan 160/80, E1 and 2.)

Location 8401, containing 890a. 0r. 20p., at 4s. 6d. per acre (excluding survey fee); classification page 11 of 6255/26; subject to Rural and Industries Bank indebtedness and to a grazing lease expiring on the 28th February, 1950; subject to survey unless selected by the holder of freehold unsurveyed location 8422; being H. Kaiser's forfeited lease 21880/68.

Williams District (about 14 miles East of Dudinin).

Corr. No. 6202/48. (Plan 386/80, F1 and 2.)

Locations 10194 and 14728, containing 1,000a., at 10s. per acre; classification page 130A of 7131/11; also locations 9958, 12899 and 11791, containing 452a., 199a. 3r. 5p. and 370a. 1r., respectively, at 9s. 6d., 6s. 9d. and 7s. 3d. per acre, respectively; classifications pages 6 of 4697/21, 3 of 2504/23 and 4 of 1254/29, respectively; subject to Rural and Industries Bank indebtedness; locations 9958, 12899 and 11791, subject to a cropping lease expiring on the 28th February, 1950; location 9958 subject to survey unless selected by the holder of freehold unsurveyed location 12591; being C. A. Rowley and J. Walling's cancelled application.

Williams District (about 15 miles East of Dudinin).

Corr. No. 6203/48. (Plan 386/80, F1.)

Location 14279, containing 1,190a. 3r. 38p., at 6s. per acre; classification page 5 of 6640/26; subject to Rural and Industries Bank indebtedness, and to survey unless selected by the holder of freehold unsurveyed location 14280; being C. A. Rowley and J. Walling's cancelled application.

Yilgarn District (about 5 miles North-East of Campion).

Corr. No. 5232/26. (Plan 54/80, D4.)

Location 362, containing 3,768a. Or. 23p., at 1s. 6d. per acre; classification page 3 of 981/26; subject to Rural and Industries Bank indebtedness, and to mining conditions; being R. Harford's forfeited lease 21048/68.

WEDNESDAY, 13th APRIL, 1949.

PERTH LAND AGENCY.

Avon District (near Codjatotine Pools).

Corr. No. 2730/32. (Plan 379C/40, F3.)

Locations 25875 and 25896, containing about 150 acres and about 75 acres, respectively, and the Crown land, containing about 500 acres, bounded on the Northward by locations 25896 and 25875, on the Eastward by location 4973, on the Southward by road No. 5613, and on the Westward by locations 15231, 15230 and 7268; subject to survey, classification and pricing.

Avon District (about 11 miles West of Gwambygine).

Corr. No. 690/40. (Plans 2C/40, D3 and 4, 2D/40, C3 and 4.)

Locations 12997, 7831 and 22106, containing 1,154a. 1r. 15p., at 2s. 6d. per acre; classification page 5 of 690/40; subject to timber conditions and to payment for improvements; being part of W. Mottram's forfeited lease 347/2734.

Avon District (about 10 miles North-West of Gnarning).

Corr. No. 497/43. (Plan 377/80, E1.)

Locations 19836, 19837 and 19839, containing 1,317a. 2r. 29p., 1,000a. and 1,003a., respectively, all at 5s. 3d. per acre (as one holding); classification page 5 of 2979/18 and pages 88 and 89 of 10807/12; subject to payments for improvements and exempt from road rates for two years from date of approval of application; being I. G. M. Fletcher's forfeited lease 347/3545.

Avon District (about 5 miles North of Merredin).

Corr. No. 5684/28. (Plan 24/80, AB1.)

Location 20463, containing 1,263a. Or. 9p., at 2s. 9d. per acre; classification page 26 of 10034/12; subject to payment for improvements, if any; being A. J. Hart's forfeited lease 68/1010.

Avon District (about 5 miles West of Billaricay).

Corr. No. 4853/25. (Plans 344/80, F2 and 3, 345/80, A2 and 3.)

Locations 23456 and 23806, containing 3,446a. Or. 25p., at 4s. 6d. per acre; classification page 11 of 4853/25; subject to payment for improvements, if any. Previous *Gazette* notice concerning these locations is hereby cancelled.

Avon District (about 8 miles South-West of Dattening).

Corr. No. 3727/48. (Plan 379B/40, E2.)

Location 23719, containing 2,111a. 1r. 24p., at 4s. per acre; classification page 4 of 6141/24; subject to timber conditions and to payment for improvements, if any; being D. K. Turton's cancelled application.

Avon District (about 6 miles North of Weira).

Corr. No. 3233/40. (Plan 54/80, C3 and 4.)

Location 26694, containing 799a. 3r. 22p., at 2s. per acre; classification page 6 of 1169/34; exempt from road rates for two years from date of approval of application; being W. Conlon's forfeited lease 347/2783.

Boyanup A.A. District (about 7 miles West of Dardanup).

Corr. No. 1991/39. (Plan 411D/40, A3 and 4.)

Lot 256, containing 121a., at 10s. per acre; classification page 9 of 7429/03; subject to timber conditions and exempt from road rates for two years from date of approval of application; being R. G. Bell's forfeited lease 365/890.

Esperance District (about 11 miles West of Gibson).

Corr. No. 3929/48. (Plan 423/80, B2.)

Location 184, containing 200a., at 2s. 9d. per acre; subject to payment for improvements; being A. R. Stone's cancelled application.

Esperance District (about 2½ miles East of Caitup).

Corr. No. 46/49. (Plan 423/80, E3.)

Locations 538, 606 and 611, containing 2,643a., at 1s. 6d. per acre; subject to payment for improvements, if any. Previous *Gazette* notice concerning these locations is hereby cancelled.

Esperance District (about 16 miles West of Caitup).

Corr. No. 6344/48. (Plan 423/80, AB3.)

Location 853, containing 160a., at 1s. 9d. per acre (in conjunction with locations 405 and 1027); being F. J. McCudden's forfeited lease 20673/74.

Jandakot A.A. District (near Bangup Lakes).

Corr. No. 2049/38. (Plan 341A/40, C2.)

Location 400, containing 29a. 1r. 11p., at 17s. per acre; classification page 34 of 2035/23; subject to timber conditions and exempt from road rates for two years from date of approval of application; subject also to the condition that there is no possibility of an extension in future of the existing drainage system; being G. Scolaro's forfeited lease 347/2183.

Kojonup District (about 6 miles North-West of Boscabel).

Corr. No. 2051/19. (Plan 416A/40, A1.)

Location 6524, containing 4,697a. 3r. 17p., at 2s. per acre; classification page 10 of 2051/19; subject to payment for improvements and to poison conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Kojonup District (about 12 miles North-East of Broomehill).

Corr. No. 4241/20. (Plan 417D/40, C3.)

Location 7579, containing 431a. 1r., at 2s. 6d. per acre; classification page 4 of 4241/20; subject to poison conditions. Previous *Gazette* notice concerning this location is hereby cancelled.

Kojonup District (about 9 miles South of Badgebup).

Corr. No. 5080/26. (Plan 417/80, D3.)

Location 8264, containing 378a. 3r. 16p., at 6s. per acre; classification page 21 of 5080/26; subject to payment for improvements and exempt from road rates for two years from date of approval of application; being S. Green's forfeited lease 68/1024.

Melbourne District (about 11 miles West of Coomberdale).

Corr. No. 5225/48. (Plan 63/80, B2 and 3.)

Location 3340, containing 2,999a. 3r., at 2s. 6d. per acre; classification page 17 of 4024/29; exempt from road rates for two years from date of approval of application and subject to survey of a road; being A. G. Beilby's cancelled application.

Melbourne District (about 7 miles South-West of Namban).

Corr. No. 144/48. (Plan 63/80, BC2.)

Location 3465, containing about 2,400a.; subject to survey, classification, pricing, and to payment of £25 part survey fee with application; being W. H. Lang's cancelled application.

Nelson District (near Barronhurst).

Corr. No. 1200/31. (Plans 442B/40, E2, 442C/40, E3.)

Location 8788, containing 57a. 1r. 11p., at 15s. per acre; classification page 12 of 1200/31; subject to timber conditions and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Ninghan District (about 8 miles North-West of Koorda).

Corr. No. 4340/25. (Plan 56/80, D2.)

Location 1838, containing 808a. 1r. 32p., at 4s. 9d. per acre; classification page 77A of 4340/25; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Ninghan District (about 9 miles North-West of Koorda).

Corr. No. 1539/48. (Plan 56/80, D and E1.)

Locations 2772 and 649, containing 233a. 1r. 38p. and 1,380a. Or. 22p., respectively, at 4s. per acre; classifications pages 4 of 5268/27 and 7 of 6067/26 respectively; location 649 subject to pricing, both locations subject to payment for improvements; being M. M. Donald's cancelled application.

Ninghan District (near Cleary).

Corr. No. 1267/28. (Plan 66/80, A2 and 3.)

Locations 1350 and 1453, containing 990a. Or. 8p. and 957a. 1r. 20p., respectively, at 3s. per acre; classification page 49 of 1267/28; subject to payment for improvements; being C. Robakidzi's forfeited lease 23009/68.

Ninghan District (at Moondou).

Corr. No. 5364/28. (Plan 66/80, F3.)

Location 3033, containing 2,159a. 1r. 25p., at 1s. 6d. per acre; classification page 5 of 5364/28; subject to payment for improvements; being E. G. Carlton's forfeited lease 68/943.

Ninghan District (near Wialki).

Corr. No. 4115/47. (Plan 66/80, E2.)

Location 3124, containing 2,250a. 1r., at 1s. 6d. per acre; classification page 16 of 6320/27; subject to payment for improvements; being T. M. J. O'Neil's cancelled application.

Plantagenet District (about 2½ miles South-West of Young's Siding).

Corr. No. 1695/25. (Plan 456B/20, F1.)

Location 2557, containing 41a. 2r. 10p., at 10s. per acre; classification page 6 of 1695/25; exemption from road rates for two years from date of approval of application; being E. J. Blake's forfeited lease 13113/56.

Roe District (near Lake Carnody).

Corr. No. 740/45. (Plan 375/80, EF1.)

Location 1402, containing 2,251a. 2r. 18p., at 3s. 9d. per acre; classifications pages 1 and 48 of 315/28; exempt from road rates for two years from date of approval of application; being C. C. Radbourne's forfeited lease 347/3916.

Roe District (about 10 miles North of Karlgaru).

Corr. No. 4666/46. (Plan 345/80, F3.)

Location 1702, containing 1,666a. 1r. 36p., at 6s. per acre; classification page 32 of 4570/27; exempt from road rates for two years from date of approval of application; being A. M. Brown's forfeited lease 347/4584.

Roe District (near Mt. Madden).

Corr. No. 7/33. (Plan 405/80, C1 and 2.)

Location 1579, containing 1,311a. 2r. 12p., at 4s. 9d. per acre; classification Alk. 564, Sheet 6; subject to payment for improvements, if any, and to mining conditions; being R. H. Tilbrook's forfeited lease 55/2500.

Sussex District (about 4 miles North-West of Cowaramup).

Corr. No. 2556/33. (Plan 413D/40, A4.)

Location 1058, containing 443a., at 10s. per acre; classification page 7 of 9534/12; subject to payment for improvements, to timber conditions and to conditions governing selection in this district; exempt from road rates for two years from date of approval of application; being A. M. Harris' forfeited lease 68/4027.

Sussex District (about 6 miles East of Cowaramup).

Corr. No. 4197/30. (Plan 413D/40, C4.)

Location 2195, containing 139a. 2r. 11p., at 8s. per acre; classification page 7 of 4197/30; subject to timber conditions, to payment for improvements and to conditions governing selection in this district; being J. B. Worgan's forfeited lease 74/1213.

Victoria District (about 8 miles East of Buntine).

Corr. No. 1567/22. (Plan 89/80, D1.)

Location 4322, containing 160a. Or. 20p.; subject to classification, pricing and to payment for improvements; being C. F. Palfrey's forfeited lease 22914/74.

Victoria District (about 11 miles North-East of Canna).

Corr. No. 692/48. (Plan 128/80, C1.)

Location 8432, containing 2,184a. 2r. 27p., at 2s. 3d. per acre; classification page 25 of 151/37; exempt from road rates for two years from date of approval of application; being R. E. Williamson's cancelled application.

Victoria District (about 12 miles East of Canna).

Corr. No. 3567/26. (Plan 128/80, CD2.)

Locations 8444 and 8787, containing 2,991a. 1r. 34p., at 2s. 3d. per acre; classifications pages 35 and 45 of 3567/26; subject to payment for improvements; being T. Dullea's forfeited leases 22575/68, 13209/56 and 25865/74.

Victoria District (about 8 miles West of Gunyidi).

Corr. No. 3386/48. (Plan 90/80, BC3.)

Location 8744, containing 4,996a. 1r. 26p., at 2s. 6d. per acre; classification page 6 of 5676/27; exempt from road rates for two years from date of approval of application; being S. H. Edward's cancelled application.

Victoria District (about 8 miles East of Gunyidi).

Corr. No. 3023/27. (Plan 90/80, EF3.)

Location 8794, containing 1,846a. Or. 15p., at 2s. 6d. per acre; classification page 15 of 3023/27; subject to payment for improvements; being R. J. Beament's forfeited lease 68/1706.

Victoria District (about 7 miles East of Latham).

Corr. No. 1786/27. (Plan 96/80, BC3.)

Locations 8474 and 8686, containing 1,997a. Or. 29p., at 4s. per acre; classification page 16 of 1786/27; subject to payment for improvements. Previous *Gazette* notice concerning these locations is hereby cancelled.

Victoria District (about 14 miles East of Maya).

Corr. No. 3863/48. (Plan 96/80, D4.)

Locations 8878 and 9583, containing 1,622a. 2r. 18p. and 901a. 2r. 22p., respectively, at 2s. per acre; classification page 3 of 1705/37 and page 4 of 1709/37; exempt from road rates for two years from date of approval of application; being W. J. Farrell's cancelled application.

Victoria District (about 6 miles East of Bunjil).

Corr. No. 6358/47. (Plan 96/80, B1 and 2.)

Location 8898, containing 3,659a. Or. 37p., at 2s. 6d. per acre; classification page 21 of 2099/35; exempt from road rates for two years from date of approval of application. Previous *Gazette* notice concerning this location is hereby cancelled.

Wellington District (about 1½ miles West of Collie Burn).

Open under Part V., Sec. 54.

Corr. No. 1561/48. (Plan Locations near Collie Burn.)

Location 2961, containing 20a., at 18s. per acre; classification page 34 of 10531/09; selection limited to one location in this subdivision to any one person, but this may be increased in special cases with the approval of the Minister; limited to a depth of 20 feet only below the natural surface; subject to timber conditions; being R. Randall's cancelled application.

Williams District (about 12 miles North-West of Jitarning).

Corr. No. 5348/48. (Plan 377D/40, C4.)

Locations 7531 and 7532, containing 585a. and 700a. 2r. 34p., respectively, at 7s. per acre; classifications pages 16 of 2955/23 and 170A of 852/09; subject to Rural and Industries Bank indebtedness; being J. Spark's cancelled application.

Williams District (about 10 miles North-West of Moulyinning).

Corr. No. 2620/47. (Plan 386D/40, C4.)

Locations 11148 and 11149, containing about 680a.; subject to classification and pricing; portion being A. May's cancelled application. Previous *Gazette* notices concerning the balance being hereby cancelled.

Yilgarn District (about 11 miles North of Campion).

Corr. No. 7087/26. (Plan 54/80, CD3.)

Location 369, containing 3,838a. 2r. 20p., at 1s. 6d. per acre; classification page 13 of 367/26; subject to mining conditions and to payment for improvements. Previous *Gazette* notice concerning this location is hereby cancelled.

Yilgarn District (about 4 miles South of Warrachuppin).

Corr. No. 945/40. (Plan 35/80, E1.)

Location 1347, containing 2,804a. 0r. 25p., at 1s. 6d. per acre; classification page 36 of 945/40; subject to mining conditions, to special timber conditions, and to payment for improvements, if any; being the surrendered portion of location 320.

H. E. SMITH,
Under Secretary for Lands.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI. of the Land Act, 1933-1948.

WEDNESDAY, 20th APRIL, 1949.

Eastern Division—Nabberu District.

Corres. 5000/48. (Plans 60, 61, 70 and 71/300.)

IT is hereby notified that the area of about 77,000 acres, comprising late Pastoral Lease 3711/97 and portion of late Pastoral Lease 3495/97, formerly held by W. A. Snell, will be re-available for pastoral leasing as from Wednesday, 20th April, 1949; subject to payment for improvements, if any.

Eastern Division—Weld District.

Corres. No. 7451/20. (Plan 43/300.)

IT is hereby notified, for general information, that the land contained in late Pastoral Lease 395/703, formerly held by H. A. W. Runge, and known as Mt. Windarra Station, comprising an area of 28,655 acres, will be re-available for pastoral leasing as from Wednesday, 20th April, 1949; subject to Rural and Industries Bank indebtedness.

Kimberley Division—Yurabi District.

Corres. 9937/02, Vol. 2. (Plans 122 and 130/300.)

IT is hereby notified, for general information, that the land contained within late Pastoral Leases 2033/98 and 1343/98, formerly held by M. Mulkerin, and known as "Bohemia Downs," comprising an area of about 523,700 acres, will be re-available for pastoral leasing as from Wednesday, 20th April, 1949; subject to payment for improvements.

WEDNESDAY, 1st JUNE, 1949.

Eastern Division—Nabberu District.

Corres. No. 6110/25. (Plan 52/300.)

IT is hereby notified for general information that the land contained within late pastoral lease 395/611 (Cooimbawon Station) formerly held by B. F. Armstrong and comprising 99,988 acres, will be re-available for pastoral leasing as from Wednesday, 1st June, 1949; subject to payment for improvements.

Eucla Division, Nuyts District.

Corres. No. 1721/31. Plan 27/300.

IT is hereby notified for general information that the land contained in late pastoral lease 393/436 formerly held by H. Graham and comprising 19,709 acres together with an area of about 10,000 acres situated immediately South of the above lease, will be re-available for pastoral leasing as from Wednesday, 1st June, 1949; subject to payment for improvements.

H. E. SMITH,
Under Secretary for Lands.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

THE Minister for Lands, being the owner of land over or along which the portions of roads hereunder described pass, has applied to the Wagin Road Board to close the said portions of roads, viz.:

Wagin.

6198/47.

W.638. (a) The surveyed road along the Eastern-most boundary of Williams Location 3331; from the Southern boundary of location 2974 to a surveyed road at the South-Eastern corner of location 3331.

(b) The surveyed road along the Northern boundary of Williams Location 824; from the North-Western to the North-Eastern corner of the said location.

(Plan 409A/40, C2.)

H. E. SMITH,
for Minister for Lands.

I, Benjamin Ball, on behalf of the Wagin Road Board, hereby assent to the above application to close the road therein described.

B. BALL,
Chairman Wagin Road Board.

16th March, 1949.

THE ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

I, D. MARCHETTI, being the owner of land over or along which the portion of road hereunder described passes, have applied to the Darling Range Road Board to close the said portion of road, viz.:

Darling Range.

3073/46.

D309. The surveyed road along the Southern boundary of Canning Location 806, from the surveyed road at its South-Western corner to its South-Eastern corner. (Plan 1C/40, E4.)

D. MARCHETTI,

I, Walter Charles Temby, on behalf of the Darling Range Road Board, hereby assent to the above application to close the road therein described.

W. C. TEMBY,
Chairman, Darling Range Road Board.

14/3/49.

LICENSED SURVEYORS ACT, 1909-1940.

Land Surveyors' Licensing Board,
Department of Lands and Surveys,
Perth, 16th March, 1949.

File No. 5670/10.

HIS Excellency the Governor in Executive Council, acting pursuant to section 26 of the Licensed Surveyors Act, 1909-1940, has been pleased to approve of the amendment by the Land Surveyors' Licensing Board of the regulations made by the said Board under the said Act for the guidance of Licensed Surveyors lawfully entitled to practise under the Transfer of Land Act, 1893-1946, and published in the *Government Gazette* of the 26th May, 1911, in the manner set forth in the Schedule hereunder.

(Sgd.) H. E. SMITH,
Under Secretary for Lands.

Schedule.

The abovementioned regulations are amended as follows:—

1. Delete the words "Office of Land Titles" in line 1 of the definition of Inspector of Plans and Surveys and insert in lieu thereof the words "Department of Lands and Surveys."
2. Delete the words "Land Titles Office" in lines 2 and 3 of regulation 6 and insert in lieu thereof the words "Office of the Surveyor General."
3. Delete the words "Titles Office" in line 1 of regulation 8 and insert in lieu thereof the words "Department of Lands and Surveys."

Approved by His Excellency the Governor in Executive Council this 16th day of March, 1949.

R. H. DOIG,
Clerk of the Council.

PUBLIC WORKS TENDERS.

Tenders, closing at Perth, 2.30 p.m., Tuesday on dates mentioned hereunder, are invited for the following:—

Work.—Manjimup Rural Training Centre—Removal of Buildings from Bushmead and Additions (10383); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Police Station, Manjimup, on and after 15th March, 1949.

Work.—Beverley Police Station—Latrines and Sewerage (10384); 29th March 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Beverley, on and after 15th March, 1949.

Work.—Barbalin Pumper's Quarters—Erection (10385); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Police Station, Trayning, on and after 15th March, 1949.

Work.—Southern Cross School and Quarters—New Latrines and Sewerage (10386); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Mining Registrar's Office, Southern Cross, on and after 15th March, 1949.

Work.—Southern Cross School and Quarters—Repairs and Renovations (10387); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Mining Registrar's Office, Southern Cross, on and after 15th March, 1949.

Work.—West Northam School—New Store and Wood shed (10388); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Water Supply Office, Northam, on and after 15th March, 1949.

Work.—Moora Police Station—Erection (10389); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Moora, on and after 1st March, 1949.

Work.—Geraldton Police Quarters—Repairs and Renovations (10392); 29th March, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after 15th March, 1949.

Work.—Esperance School—New Latrines and Septic Tank Installation (10391); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, and at Police Station, Esperance, on and after 22nd March, 1949.

Work.—Midland Junction Police Station—Additions (10398); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 22nd March, 1949.

Work.—Ongerup—New J.W.B. School (10399); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Police Stations, Guowangerup and Tambellup, on and after 22nd March, 1949.

Work.—Moore River Native Settlement—New Bakehouse (10400); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Moora, on and after 22nd March, 1949.

Work.—Wilma Warden's Court and Offices—Repairs and Renovations (10401); 5th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Mining Registrar's Office, Leonora, on and after 22nd March, 1949.

Work.—Fitzroy Crossing—New Police Station (10394); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Fitzroy Crossing, on and after 8th March, 1949.

Work.—Mt. Magnet School—New Latrines and Septic Tank Installation (10393); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton; Mining Registrar's Office, Mt. Magnet, and Mining Registrar's Office, Cue, on and after 29th March, 1949.

Work.—Beverley—New Brick School (10395); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Beverley, on and after 29th March, 1949.

Work.—Darkan School—Additions (10396); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, and Narrogin, and Courthouse, Collie, on and after 29th March, 1949.

Work.—Kellerberrin Hospital—New Kitchen Block (10397); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Kellerberrin, on and after 29th March, 1949.

Work.—Wongan Hills Hospital—Alterations to Water Supply (10402); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Police Station, Wongan Hills, on and after 29th March, 1949.

Work.—Chapman Research Station—New College (10403); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after 29th March, 1949.

Work.—Dongara School—New Latrines and Septic Tank Installation (10404); 12th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Geraldton, on and after 29th March, 1949.

Work.—Pahnyra Police Station and Quarters—New Latrines and Septic Tank Installation (10405); 20th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth on and after 5th April, 1949.

Work.—Kalgoorlie Hospital—Repairs and Renovations (Section No. 1) (10406); 20th April, 1949; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 5th April, 1949.

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 Place, Perth," and must be indorsed "Tender." The highest, lowest, or any tender will not necessarily be accepted.

W. C. WILLIAMS,
Under Secretary for Works.

24th March, 1949.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1366/48.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Area 48, Perth, to serve lots 26 Hotham Street and 52 Grand Promenade, Bayswater.

Owners of the abovementioned properties are hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect their premises to the sewers within 30 days from date of service of prescribed notice; and are also notified that sewerage rates will, in accordance with the by-laws, be

enforced from 1st May, 1949, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st May, 1949, rates will be charged from date of connection.

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

Dated this 1st day of April, 1949, at the office of the Department, St. George's Place, Perth.

J. C. HUTCHINSON,
Under Secretary.

MUNICIPAL CORPORATIONS ACT, 1906-1947.
City of Fremantle.

Notice of Intention to Borrow—Proposed Loan No. 33
of £23,000.

NOTICE is hereby given that the City of Fremantle proposes to borrow the sum of £23,000 to be expended on works and undertakings in the Municipal District.

Such works and undertakings being as follows:—

- (a) The construction of new roads.
- (b) The resurfacing of existing roads.
- (c) The construction of drainage works.
- (d) The establishing of an infant health centre; and
- (e) The providing of a public library.

Plans and specifications and an estimate of the cost thereof and a statement showing the proposed expenditure of the money to be borrowed for the respective works and undertakings specified in subparagraphs (a), (b), (c) and (d) hereof, and a statement of the amount to be expended in the purchase of the Fremantle Literary Institute land buildings and library and repairs thereto for the works and undertakings mentioned in subparagraph (e) hereof, are open for inspection at the Council's offices, Town Hall, Fremantle, for six weeks from the date of publication hereof between the hours of 10 a.m. and 4 p.m. on any day except Saturdays and Sundays.

The amount of £23,000 is proposed to be raised by the sale of debentures repayable with interest by 30 equal half-yearly instalments over a period of 15 years after the date of the issue thereof in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate not exceeding £3 10s. per centum per annum payable half-yearly.

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

Dated this 17th day of March, 1949.

F. E. GIBSON,
Mayor.

N. J. C. McCOMBE,
Town Clerk.

MUNICIPALITY OF MIDLAND JUNCTION.
Proposed Loan of £6,000.

NOTICE is hereby given that the Council of the Municipality of Midland Junction proposes to borrow the sum of £6,000 to be expended on drainage works.

The said sum of six thousands pounds (£6,000) is proposed to be raised by the sale of debentures redeemable twenty (20) years after the issue thereof, with the right to redeem the full amount or part thereof before the date of expiry, subject to reasonable notice being given, in lieu of the formation of a sinking fund. The debentures shall bear interest at the rate of not more than three pounds ten shillings (£3 10s.) per centum per annum. All moneys payable under the said debentures, including both principal and interest, are to be paid at the office of the Bank of New South Wales, Midland Junction.

A statement showing the proposed expenditure of the money to be borrowed, together with estimate of cost, is open for the inspection of ratepayers of the Municipality for six (6) weeks after the publication of this notice. Such inspection may be made at the Municipal Offices, Town Hall, Midland Junction, between the hours of 10 a.m. and 4 p.m., from Monday to Friday, except on public holidays.

Dated this 16th day of March, 1949.

J. H. COLE,
Mayor.

FRANK L. GAWNED,
Town Clerk.

MUNICIPALITY OF MIDLAND JUNCTION.

Proposed Loan of £10,000.

NOTICE is hereby given that the Council of the Municipality of Midland Junction proposes to borrow the sum of £10,000 for the purpose of constructing and reconstructing roads and footpaths.

The said sum of ten thousand pounds (£10,000) is proposed to be raised by sale of debentures redeemable twenty (20) years after the issue thereof, with the right to redeem the full amount or part thereof before the date of expiry, subject to reasonable notice being given, in lieu of the formation of a sinking fund. The debentures shall bear interest at the rate of not more than three pounds ten shillings (£3 10s.) per centum per annum. All moneys payable under the said debentures, including both principal and interest, are to be paid at the office of the Bank of New South Wales, Midland Junction.

A statement showing the proposed expenditure of the money to be borrowed, together with estimate of cost, is open for inspection of ratepayers of the Municipality for six (6) weeks after the publication of this notice. Such inspections may be made at the Municipal Offices, Town Hall, Midland Junction, between the hours of 10 a.m. and 4 p.m., from Monday to Friday, except on public holidays.

Dated this 16th day of March, 1949.

J. H. COLE,
Mayor.

FRANK L. GAWNED,
Town Clerk.

MOUNT MAGNET-LENNONVILLE AND
BOOGARDIE COMMONS.

IT is hereby notified that Mr. James Loeck, of Mount Magnet, has been appointed Ranger to the above Board and has full power and authority conferred upon him by virtue of the Cattle Trespass and Impounding Act.

R. W. ATKINSON,
Secretary.

ROAD DISTRICTS ACT, 1919-1943.

Canning Road Board.

Proposed Loan of £3,000—Loan No. 18.
Notice of Intention to Borrow.

NOTICE is hereby given that the Canning Road Board proposes to borrow the sum of three thousand pounds (£3,000) to be expended on works and undertakings in the Canning Road District and the said works and undertakings being the construction, widening and surfacing of roads.

Plans and specifications and an estimate of the cost of the said works and undertakings, and the statement showing the proposed expenditure of the money to be borrowed including the cost of supervision and initial expenditure in connection with the raising of the loan are open for inspection at the office of the Board, Albany Highway, Cannington, for one month from this publication between the hours of 9 o'clock in the forenoon and 4 o'clock in the afternoon from Monday to Friday (inclusive).

The amount of £3,000 is to be raised by the sale of debentures repayable with interest by 30 equal half-yearly instalments over a period of 15 years after the date of issue thereof, in lieu of the formation of a sinking fund. The debentures will bear interest at the rate of three pounds seven shillings and sixpence (£3 7s. 6d.) per cent. per annum payable half-yearly.

The amount of debentures and interest to be payable at the office of the Commonwealth Bank of Australia, Perth.

The works and undertakings for which the Loan is proposed to be raised will, in the opinion of the Board, be of special benefit to a portion of the Canning Road Board District, namely the Central Ward as defined in the *Government Gazette* of 21st March, 1941, and any loan rate applicable to such Loan will be levied on the rateable land within the Central Ward only.

Dated this 18th day of March, 1949.

S. CUNNINGTON,
Chairman.

J. E. ELLIS,
Secretary.

ROAD DISTRICTS ACT, 1919-1943.

Canning Road Board.

Proposed Loan of £3,000—Loan No. 19.

Notice of Intention to Borrow.

NOTICE is hereby given that the Canning Road Board proposes to borrow the sum of three thousand pounds (£3,000) to be expended on works and undertakings in the Canning Road District and the said works and undertakings being the construction, widening and surfacing of roads.

Plans and specifications and an estimate of the cost of the said works and undertakings, and the statement showing the proposed expenditure of the money to be borrowed including the cost of supervision and initial expenditure in connection with the raising of the loan are open for inspection at the office of the Board, Albany Highway, Cannington, for one month from this publication between the hours of 9 o'clock in the forenoon and 4 o'clock in the afternoon from Monday to Friday (inclusive).

The amount of £3,000 is to be raised by the sale of debentures repayable with interest by 30 equal half-yearly instalments over a period of 15 years after the date of issue thereof, in lieu of the formation of a sinking fund. The debentures will bear interest at the rate of three pounds seven shillings and sixpence (£3 7s. 6d.) per cent. per annum payable half-yearly.

The amount of debentures and interest to be payable at the office of the Commonwealth Bank of Australia, Perth.

The works and undertakings for which the Loan is proposed to be raised will, in the opinion of the Board, be of special benefit to a portion of the Canning Road Board District, namely the North Ward as defined in the *Government Gazette* of 21st March, 1941, and any loan rate applicable to such Loan will be levied on the rateable land within the North Ward only.

Dated this 18th day of March, 1949.

S. CUNNINGTON,
Chairman.
J. E. ELLIS,
Secretary.

ROAD DISTRICTS ACT, 1919-1943.

Canning Road Board.

Proposed Loan of £3,000—Loan No. 20.

Notice of Intention to Borrow.

NOTICE is hereby given that the Canning Road Board proposes to borrow the sum of three thousand pounds (£3,000) to be expended on works and undertakings in the Canning Road District and the said works and undertakings being the construction, widening and surfacing of roads.

Plans and specifications and an estimate of the cost of the said works and undertakings, and the statement showing the proposed expenditure of the money to be borrowed including the cost of supervision and initial expenditure in connection with the raising of the loan are open for inspection at the office of the Board, Albany Highway, Cannington, for one month from this publication between the hours of 9 o'clock in the forenoon and 4 o'clock in the afternoon from Monday to Friday (inclusive).

The amount of £3,000 is to be raised by the sale of debentures repayable with interest by 30 equal half-yearly instalments over a period of 15 years after the date of issue thereof, in lieu of the formation of a sinking fund. The debentures will bear interest at the rate of three pounds seven shillings and sixpence (£3 7s. 6d.) per cent. per annum payable half-yearly.

The amount of debentures and interest to be payable at the office of the Commonwealth Bank of Australia, Perth.

The works and undertakings for which the Loan is proposed to be raised will, in the opinion of the Board, be of special benefit to a portion of the Canning Road Board District, namely the South Ward as defined in the *Government Gazette* of 21st March, 1941, and any loan rate applicable to such Loan will be levied on the rateable land within the South Ward only.

Dated this 18th day of March, 1949.

S. CUNNINGTON,
Chairman.
J. E. ELLIS,
Secretary.

ROAD DISTRICTS ACT, 1919-1947.

Mingenew Road Board.

Notice of Intention to Borrow.

NOTICE is hereby given that the Mingenew Road Board proposes to borrow the sum of £5,000 to be expended on the purchase of the existing plant and distribution system of the Mingenew Electric Light Station, exclusive of the land and buildings, the purchase of such additional plant as may be required, the repairs and replacements as may be required to the distribution system, the purchase of meters, the purchase of any such suitable site as may be decided upon, and the erection thereon of a power station building and a residence.

It is proposed to raise this sum by the sale of debentures repayable with interest by 40 half-yearly payments over a period of 20 years after the date of the issue thereof, in lieu of the formation of a sinking fund. The debentures shall bear interest at the rate of 3¾% (three and three-eighths) per annum, payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the State Treasury, Perth.

An estimate and the statement showing the proposed expenditure of the money to be borrowed, including the cost of the initial expenditure in connection with the raising of the Loan, are open for inspection at the office of the Mingenew Road Board for one month after the publication of this notice, during office hours.

Dated the 16th day of March, 1949.

P. F. LYNCH,
Chairman.
N. J. D. RIDGWAY,
Secretary.

THE STATE ELECTRICITY COMMISSION OF WESTERN AUSTRALIA.

IT is hereby notified for general information, the following have been appointed by the Governor in Executive Council to comprise the State Electricity Commission of Western Australia as from the 21st March, 1949:—

Russell John Dumas, Director of Works, corporate member of the Institute of Engineers, Australia, for a period of three (3) years commencing on and from the 21st March, 1949—Chairman.

Francis Charles Edmondson, General Manager, State Electricity Commission of Western Australia, corporate member of the Institute of Engineers, London, for a period of five (5) years commencing on and from the 21st March, 1949.

Norman Fernie, Director of the Department of Industrial Development, corporate member of the Institute of Engineers, Australia, for a period of three (3) years commencing on and from the 21st March, 1949.

Alexander James Reid, Under Treasurer, for a period of three (3) years commencing on and from the 21st March, 1949.

Joseph Francis Ledger, Bishop's Road, Dalkeith (Metropolitan Consumers' Representative), for a period of three (3) years commencing on and from the 21st March, 1949.

Jack Lowe, Harvey (Country Consumers' Representative), for a period of three (3) years commencing on and from the 21st March, 1949.

Alexander Richter, 197 Ninth Avenue, Maylands (Employees' Representative), for a period of three (3) years commencing on and from the 21st March, 1949.

W. ORR,
Secretary.

Registrar General's Office,
Perth, 22nd March, 1949.

IT is hereby published, for general information, that 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.

Presbyterian Church of Australia—Assembly
of Western Australia.

25/48; 21/3/49; Rev. John Alexander Fleming Watson, M.A.; 6 Queenslea Drive, Claremont; Perth.

Methodist Church of Australasia (W.A. Conference).

40/49; 10/3/49; Rev. Kenneth George Brand; Fremantle Central Methodist Mission, Cantonment Street, Fremantle; Fremantle.

40/49; 10/3/49; Rev. Edwin Gerald Moor; Methodist Church, Gosnells; Canning.

40/49; 10/3/49; Rev. Leon William Smith; Wesley Manse, 169 Loftus Street, North Leederville; Perth.

Roman Catholic Church.

23/49; 16/3/49; Rev. Patrick Joseph Kelly; St. Mary's Presbytery, 15 Porter Street, Kalgoorlie; East Coolgardie;

23/49; 16/3/49; Rev. Patrick Peter O'Mara; The Presbytery, 46 Thomas Street, Nedlands; Perth.

IT is hereby published, for general information, that the names of the undermentioned ministers have been duly removed from the register in this office of ministers registered for the Celebration of Marriages throughout the State of Western Australia:—

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

Methodist Church of Australasia—W.A. Conference.

40/49; 23/2/49; Rev. William Ernest Freeman; Denmark; Plantagenet.

40/49; 23/2/49; Rev. Roger Garfield Branch; 44 Goldsmith Road, Claremont; Perth.

Roman Catholic Church.

23/49; 1/3/49; Rev. Francis Anselm Wallace; Redemptorist Monastery, Vincent Street, North Perth; Perth.

23/49; 1/3/49; Rev. John McMahon; Redemptorist Monastery, Vincent Street, North Perth; Perth.

R. J. LITTLE,
Registrar General.

APPOINTMENTS

(under section 5 of the Registration of Births, 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, 22nd March, 1949.

THE following appointments have been approved:—

R.G. No. 22/40—Sergeant Edward Percival Ember-son, as Assistant District Registrar of Births and Deaths for the Wellington Registry District, to maintain an office at Harvey, *vice* Sergeant Bernard John Rule, transferred; appointment to date from 22nd March, 1949.

R.G. No. 90/42—Constable Reginald Walter Henry Dorney, temporarily as Assistant District Registrar of Births and Deaths for the Plantagenet Registry District, to maintain an office at Mt. Barker, during the absence on leave of Constable John Wrigley; appointment to date from 14th March, 1949.

R.G. No. 38/41—Mr. Alfred Robert Jackson, temporarily as District Registrar of Births, Deaths and Marriages for the Yilgarn Registry District, to maintain an office at Southern Cross, during the absence on leave of Mr. Reginald James Sholl; appointment to date from 14th March, 1949.

R. J. LITTLE,
Registrar General.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies required.	Date of Closing.
1949.			1949.
Feb. 10	55A to 58A, 1949	Bitumen, 1949-50	(Monday) Mar. 28
Mar. 15	101A, 1949	Firewood for No. 3 Pumping Station	Mar. 31
Mar. 15	104A, 1949	Screenings	Mar. 31
Mar. 17	111A, 1949	Caustic Soda and Oxalic Acid	Mar. 31
Mar. 3	86A, 1949	Plant and Machinery for State Electricity Commission	Mar. 31
Mar. 3	87A, 1949	Steelwork for State Electricity Commission	Mar. 31
Mar. 10	97A, 1949	Air Compressors and Receivers	Mar. 31
Mar. 10	98A, 1949	Caravans for Public Health Department	Apr. 7
Mar. 15	100A, 1949	Steel Roof Trusses	Apr. 7
Mar. 15	103A, 1949	Lathe for Kalgoorlie School of Mines	Apr. 7
Mar. 15	107A, 1949	Pump for Port Hedland W.S.	Apr. 7
Mar. 15	108A, 1949	Diesel Engine for Port Hedland W.S.	Apr. 7
Mar. 17	110A, 1949	Caravans for State Electricity Commission	Apr. 7
Jan. 13	11A, 1949	Automatic Coal Gas Producer Plant	Apr. 7
Feb. 24	82A, 1949	Automatic Basket Centrifuge—recalled	Apr. 7
Feb. 24	83A, 1949	Cable for State Electricity Commission	Apr. 7
Mar. 24	118A, 1949	Screenings for Main Roads Department	Apr. 7
Mar. 15	105A, 1949	Pump for Carnarvon W.S.	Apr. 14
Mar. 17	109A, 1949	Mill Exhaust Fan Unit	Apr. 14
Feb. 15	75A, 1949	100/125 K.W. Generating Unit	Apr. 14
Feb. 10	62A, 1949	Rigid Frame Omnibus Chassis (50 only)	Apr. 14
Mar. 22	115A, 1949	Conveyor Equipment	Apr. 14
Mar. 24	116A, 1949	Drill Sharpening and Shanking Machine	Apr. 14
Mar. 8	95A, 1949	Overhead Travelling Crane (25 ton)	May 5
Mar. 24	117A, 1949	Railway Tyre Heater	May 19
<i>For Sale by Tender.</i>			
Mar. 17	112A, 1949	Secondhand Bedford Table Top Trucks	Mar. 31
Mar. 17	113A, 1949	Secondhand Motor Van Body	Mar. 31
Mar. 22	114A, 1949	Secondhand Set of Robey Rolls, <i>ex</i> Coolgardie State Battery	Apr. 7
Mar. 10	96A, 1949	Secondhand Plant, <i>ex</i> Meekatharra	Apr. 7

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.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
114/49	1949. Mar. 18	L. E. Kenworthy ...	64A, 1949	Milk, Pasteurised, to Kalgoorlie Hospital from 1st April, 1949, to 31st March, 1950, as per Item 2.	Health	3s. 1d. per gal.
120/49	do.	Austral Wood Supply	68A, 1949	Firewood, 1ft. lengths, to Kalgoorlie Hospital from 1st April, 1949, to 31st March, 1950	do.	£2 5s. per ton.
1094/48	do.	G. Wood Son & Co., Ltd.	81A, 1949	Coffee and Chicory mixed for Government Institute, during period from 1st April, 1949, to 30th September, 1949, as per Item 1(b)	Various	1s. 11½d. per lb.
1087/48	do.	Atkins (W.A.), Ltd.	...	1 only "Atko" Standard 15 cwt. Mobile Crane for University of W.A., as per Item 1	University of W.A.	£125.
119/49	Mar. 21	Atkins (W.A.), Ltd.	70A, 1949	Air Compressor, Air Receiver and Reducing Valve, as follows:— Item 1 Item 1 (Starter) Item 2 Item 3	Government Printer	£164 10s. £6 5s. £27 10s. £10 15s.
66/49	do.	Harris Scarfe & Sandovers, Ltd.	35A, 1948	Rubber Conveyor Belting, as follows:— Item 1 Item 2 (Both prices plus 15 per cent less 26 per cent less 2½ per cent)	Industries	18s. 7d. per foot. 37s. 1d. per foot.
1050/48	do.	.... R. A. Berryman ... G. G. Martin, Ltd. Harris Scarfe & Sandovers, Ltd. Dulmison (Aust.) Co. Atkins (W.A.), Ltd.	544A, 1948	Insulator and Line Hardware, as follows:— Items 9, 10, 16, 30, 31, 32, 52 Items 35, 36 Items 24, 25, 27, 28, 29, 33, 37 Items 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 12, 14, 17, 19, 21, 22, 23 Items 18, 20, 34, 38, 39 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51	State Electricity Commission	Rates on application.
100/49	do.	Metropolitan Clothing Co.	53A, 1949	Uniforms for Police Department, Winter 1949, as per Items 1 to 7 inclusive	Police	do. do.
1100/48	do.	.... Dulmison (Aust.) Co. Harris Scarfe & Sandovers, Ltd. R. A. Berryman ... Atkins (W.A.), Ltd.	583A, 1948	Insulators and Line Hardware, as follows:— Items 1, 2, 3, 7, 8, 11, 15 Items 4, 5, 12, 16, 17, 18, 19, 28, 29, 33, 36 Items 6, 24, 25, 30, 31, 34 Items 9, 13, 14, 21, 22, 23, 26, 32, 35, 37 Item 27 Item 10	State Electricity Commission	do. do.
1060/48	do.	Noyes Bros., Ltd. G. G. Martin, Ltd. Hoskins Engineering & Foundry, Pty., Ltd.	538A, 1941	2 only 14 ft. long 5 ft. 6 in. diameter, Underfired Multitubular Boilers together with one only smokestack for Old Women's Home, as per Item 1	Public Works ...	£6,452.

10th February, 1949.

A. H. TELFER.
Chairman.

POTATO GROWING INDUSTRY TRUST FUND ACT, 1947.

Department of Agriculture,
Perth, 16th March, 1949.

HIS Excellency the Governor in Executive Council, acting pursuant to the powers conferred by sections 7 and 29 of the Potato Growing Industry Trust Fund Act, 1947, has been pleased to make under and for the purposes of the said Act the regulations set forth in the Schedule hereunder.

A. L. McK. CLARK,
Acting Under Secretary for Agriculture.

Schedule.

POTATO GROWING INDUSTRY TRUST FUND ACT, 1947.

Regulations.

1. These regulations may be cited as the Potato Growing Industry Trust Fund Act (Election of Elective Members) Regulations.

Elective Members—Qualification.

2. No person shall be qualified for election as an elective member of the Committee unless at the time when he is nominated as a candidate for election he is a commercial producer within the meaning of that term as contained in paragraph (b) of subsection (4) of section 6 of the Act, and is not—

- (a) of unsound mind; or
- (b) an undischarged bankrupt within the meaning of the laws relating to bankruptcy; or
- (c) a person who has been convicted of an indictable offence for which a sentence of imprisonment for 12 months or longer may be imposed.

Elections.

3. For the purposes of elections of elective members of the Potato Growing Industry Trust Fund Advisory Committee—

- (a) there shall be a Returning Officer, who shall be such person as the Minister may from time to time appoint;
- (b) the Minister may cancel the appointment of any person as Returning Officer;
- (c) the Minister shall by public notice fix a day for the election by the commercial producers of the first elective members of the Committee;
- (d) the day so fixed shall not be less than one month nor more than three months after the date of the publication of the day fixed for the election;
- (e) the nomination day for the nomination of candidates for such election shall be not less than fourteen days nor more than one month preceding the day fixed for the said election;
- (f) only persons who are commercial producers within the meaning of section 6 of the Act will be eligible to be registered as electors, and unless and until so registered will not be entitled to vote at such election;
- (g) within seven days after the said publication, the Returning Officer shall by public notice inform commercial producers—
 - (i) of the intention to hold the election;
 - (ii) of the date fixed for the election;
 - (iii) of the nomination day fixed for such election; and
 - (iv) of the address of the Returning Officer;
- (h) the Minister shall cause to be prepared in time for the election a roll of persons qualified to vote;
- (i) when the roll of electors has been prepared the Returning Officer shall sign each page thereof, and thereafter such roll shall be the electoral roll to be used at the said election;
- (j) only persons whose names appear on the said electoral roll shall be entitled to vote at the said election.

4. When, after the first elective members of the Committee have been elected, any extraordinary vacancy arises or any vacancy is about to arise by effluxion of time in relation to the membership of an elective member of the Committee, the following provisions shall apply:—

- (a) In the case of an extraordinary vacancy, the Returning Officer shall notify the Minister thereof by writing under his hand as soon as possible after such extraordinary vacancy has arisen.
- (b) In the case of vacancies occurring by effluxion of time the Returning Officer shall, at least three months before the term of office of an elective member will expire by effluxion of time, inform the Minister by writing under his hand of the name of the elective member whose term of office is about to expire, and of the date upon which such term of office will expire.
- (c) As soon as reasonably may be after the receipt of a notification from the Returning Officer under paragraph (a) or paragraph (b) hereof, the Minister shall fix the date for the holding of the election to fill the vacancy or vacancies of which it has been notified, and shall forthwith notify the Returning Officer of the date so fixed.
- (d) The date so fixed shall be not less than two months and not more than three months after the date of the publication by the Returning Officer of the notice to be published by him in accordance with paragraph (e) hereof.
- (e) Upon receipt by him of the notice from the Minister fixing the day for the holding of the election, the Returning Officer shall by public notice inform the commercial producers—
 - (i) of the intention to hold the election;
 - (ii) of the date fixed for the election;
 - (iii) of the nomination day; and
 - (iv) of the address of the Returning Officer.
- (f) The nomination day shall be not less than fourteen days nor more than one month prior to the day fixed for the election.

Electoral Roll.

5. (1) For the purposes of elections to be held for the election of elective members of the Committee after the first elective members have been elected, the Returning Officer shall, on the 30th day of September next following the date of the

election of the said first elective members, or as soon as reasonably may be thereafter, and on the 30th day of September in each succeeding year, or as soon as reasonably may be thereafter, prepare an electoral roll for use at all elections, whether to fill extraordinary vacancies or ordinary vacancies, during the currency thereof, such roll to be prepared from the register of growers compiled under the Act.

(2) Such electoral roll, when prepared, shall be signed on each page thereof by the Returning Officer, shall be the electoral roll for all elections aforesaid, and shall continue current and in force until the next electoral roll has been prepared in accordance with these regulations: Provided that if during the currency of any electoral roll an extraordinary vacancy arises which renders an election necessary to fill such vacancy, such electoral roll may, for the purposes of such election, but in the manner authorised by these regulations, be amended by the Returning Officer by the enrolment thereon of persons who since the preparation thereof have become eligible for enrolment and registered as electors, and by the removal therefrom of the names of persons enrolled thereon who since the preparation thereof have ceased to be eligible for enrolment as electors or to vote at an election.

6. (1) Where any commercial producer eligible for enrolment on the electoral roll is a limited liability company or other corporate body, the board of directors or other management authority thereof may authorise any director, trustee, or other member of such board or management authority or its manager, secretary, or other officer (being a person not already enrolled or entitled to be on the electoral roll) to represent the company or other body aforesaid as an elector, and, upon receipt of an application for enrolment from such representative, together with a certificate in writing of such authority aforesaid under the hand of the managing director of the company or the president or chairman of the management authority of such other corporate body, as the case may be, the Returning Officer may, subject to all other requirements of these regulations being satisfied, enrol such representative person on the electoral roll in accordance with his application.

(2) In the case of a partnership, either one of the partners, but not more than one, at any one time may apply for enrolment and be enrolled on the electoral roll upon which the partnership is entitled to be enrolled.

(3) No person shall be entitled to be enrolled on the electoral roll more than once, whether as an elector in his own right or as the representative of a limited liability company or other corporate body, or as a partner in a partnership, or otherwise.

(4) Every authority given under paragraph (1) hereof shall remain effective for all subsequent elections and electoral rolls until written notice of revocation is sent or delivered to the Returning Officer.

(5) Any company or other corporate body may cancel or revoke any authority given by it under this regulation by notice in writing under the hand of the said Board of Directors or other management authority, as the case may be, sent or delivered to the Returning Officer: Provided that any such cancellation or revocation shall not invalidate any vote given by the representative person enrolled and voting by virtue of such authority at an election held previously to such cancellation or revocation.

(6) Upon receipt of notice of cancellation or revocation of authority as aforesaid, the Returning Officer shall forthwith remove from the electoral roll the name of the representative person whose authority has been so cancelled or revoked.

Nominations.

7. (1) Every nomination of a candidate for election as a member of the Committee shall be made in writing, in the Form A in the Appendix to these regulations and shall be signed by the candidate himself and also by a proposer and seconder, both of whom shall be persons enrolled on the electoral roll to be used at the election.

(2) Every nomination of a candidate shall be sent or delivered to the Returning Officer so as to be in his hands not later than 12 o'clock noon of the nomination day for the election.

(3) Every nomination form received by the Returning Officer after the time aforesaid shall be rejected by him.

(4) Where any nomination is sent by post, but the postage thereon is wholly unpaid or insufficiently prepaid thereon, the Returning Officer shall refuse to accept such nomination, and such nomination shall be deemed not to have been sent or delivered to the Returning Officer within the meaning of these regulations.

(5) Forthwith, after 12 o'clock noon of the nomination day, the Returning Officer shall examine all the nominations received by him and satisfy himself that the candidates whose names appear on the nomination forms are eligible for election, and that the persons who have signed the said forms as proposer and seconder are entitled under these regulations so to sign the same.

(6) The Returning Officer shall reject any nomination form which, in his opinion, is not in order as required by these regulations, and any such rejection shall be final and conclusive as against the candidate.

(7) An election shall be held for the first elective members, but in subsequent elections where the number of candidates nominated does not exceed the number of candidates to be elected, the Returning Officer shall forthwith certify that fact, together with the names, addresses and occupations of the candidates nominated in accordance with Form B in the Appendix to these regulations to the Minister, and such certificate, when received by the Minister shall be the final and conclusive evidence of the election of the said candidates as members of the Committee.

(8) As soon as reasonably may be after the receipt by him from the Returning Officer of the certificate mentioned in paragraph (7) hereof, the Minister shall cause a copy thereof to be published in the Government Gazette and in a newspaper published in Perth.

(9) When the number of candidates nominated exceeds the number to be elected the Returning Officer shall hold an election in accordance with these regulations, as hereinafter provided.

Polling.

8. (1) When after the receipt of nominations of candidates an election is necessary to elect an elective member or elective members of the Committee, the Returning Officer shall, as soon as practicable after the closing time for the receipt of such nominations, but within seven days thereafter, cause ballot papers to be printed in accordance with Form C in the Appendix to these regulations containing the names of all the candidates in alphabetical order.

(2) The ballot paper shall set forth in a space provided for the purpose notice of the day fixed for the closing of the poll.

9. (1) When the ballot papers have been printed as aforesaid, the Returning Officer shall send by prepaid letter post to each person, whose name appears as an elector on the electoral roll, to his postal address as shown on his application for enrolment, one ballot paper, with the initials of the Returning Officer, or of some other person authorised in that behalf by the Returning Officer, indorsed on the back thereof, together with an envelope marked "Ballot Paper Envelope," and another envelope addressed to the Returning Officer and a form of statement in the Form D in the Appendix to these regulations, to be completed and signed by the elector.

(2) The Returning Officer may, before sending the statement aforesaid to an elector, fill in the particulars to be furnished therein so that the same will be ready for signature and completion by the elector when marking his ballot paper.

10. (1) For the purpose of casting his vote at the election, the elector shall mark his vote on the ballot paper received by him as aforesaid in the manner hereinafter provided, and shall then place the same in the envelope marked "Ballot Paper Envelope," and seal the envelope. He shall then sign and complete the statement in accordance with the directions stated therein and then place the sealed envelope, with the ballot paper enclosed therein and the statement signed and completed in the envelope addressed to the Returning Officer, and seal such last-mentioned envelope.

(2) The elector may then send by prepaid letter post or may deliver the envelope addressed to the Returning Officer, with its said enclosures, to the Returning Officer at his address shown on the envelope, but so that such envelope shall be in the hands of the Returning Officer not later than 12 o'clock noon of the day fixed for the closing of the poll.

(3) Where any envelope containing the ballot paper is sent by post to the Returning Officer, but the postage thereon is wholly unpaid or insufficiently paid thereon, the Returning Officer shall refuse to accept the same, and such envelope, with its enclosures, shall be deemed not to have been sent or delivered to the Returning Officer within the meaning of these regulations.

11. If, prior to the closing of the poll, an elector satisfies the Returning Officer that he has not received a ballot paper and is entitled to vote at the election, or that the ballot paper or envelopes received by him have been lost or destroyed, and that he has not already voted at the poll, the Returning Officer may post or give personally to such elector a ballot paper and envelopes or a further ballot paper and envelopes, as the case may be.

Preferential Voting.

12. (1) Voting shall be by means of a preferential ballot.

(2) When only one candidate is to be elected and there are not more than two candidates, the elector shall mark his vote on the ballot paper by placing the numeral 1 opposite the name of the candidate for whom he votes.

(3) When only one candidate is to be elected and there are more than two candidates, the elector shall mark his vote on the ballot paper by placing the numeral 1 opposite the name of the candidate for whom he votes as his first preference, and he shall give contingent votes for all the remaining candidates by placing the numerals 2, 3 and so on (as the case requires) opposite their names, so as to indicate by such numerical sequence the order of his preference.

(4) When two candidates are to be elected, the elector shall mark his vote on the ballot paper by placing the numeral 1 opposite the name of the candidate for whom he votes as his first preference and the numeral 2 opposite the name of the candidate for whom he votes as his second preference, and he shall give contingent votes for all the remaining candidates by placing the numerals 3, 4 and so on (as the case requires) opposite their names so as to indicate by such numerical sequence the order of his preference.

Ballot Papers.

13. (1) The Returning Officer shall keep a locked and sealed ballot box, with the words "Potato Growing Industry Trust Fund Advisory Committee Ballot Box" marked thereon, and, as and when the envelope containing the ballot paper and the statement is received by him from an elector, he shall open the outer envelope and extract therefrom the statement and the sealed envelope containing the ballot paper.

(2) He shall thereupon examine the statement and satisfy himself that the same is in order and that the elector who signed the statement is enrolled on the electoral roll and entitled to vote.

(3) If and when he is so satisfied, he shall place the statement in some place of security for safe keeping and shall immediately place the envelope containing the ballot paper unopened in the said ballot box and so leave the same until the close of the poll.

(4) If, upon examining the statement as aforesaid, the Returning Officer is not satisfied that the statement is in order, or that the person who signed the same is enrolled on the electoral roll and entitled to vote, he shall retain such statement and the envelope containing the ballot paper unopened in a safe place and at once notify the elector in writing that his ballot paper has not been accepted for the reasons to be stated in the notice.

(5) If, before the closing of the poll, a voter who has received notice as provided for in paragraph (4) hereof satisfies the Returning Officer that he is an elector and entitled to vote at the election, the Returning Officer shall forthwith place the sealed envelope containing such voter's ballot paper unopened in the said ballot box and so leave the same until the closing of the poll.

(6) If a voter who has received notice as provided for in paragraph (4) hereof fails to satisfy the Returning Officer in the manner required by paragraph (5) hereof, the Returning Officer shall reject the ballot paper received from such voter. Upon such rejection he shall indorse on the envelope containing the ballot paper the word "Rejected," and sign the same, and then place such envelope unopened in some place of security for safe keeping until after the election.

Scrutineers.

14. (1) Each candidate at an election shall be entitled to appoint, in writing, one scrutineer to be present when the envelopes containing ballot papers relating to such election are being opened at the commencement of the scrutiny and to remain during the scrutiny.

(2) Every scrutineer shall, before he acts, make and sign, before the Returning Officer a declaration in accordance with Form E in the Appendix.

The Scrutiny.

15. (1) The counting of the votes cast at an election shall be carried out by the Returning Officer, in the presence of the scrutineers, at the office of the Committee and shall not commence until after 4 o'clock on the election day. The Returning Officer may from time to time adjourn the scrutiny to a day and hour fixed by him and notified to the scrutineers.

(2) The Returning Officer may appoint such officers as he deems necessary to assist in the conduct of an election and count thereof.

(3) Subject as hereunder provided, the method of conducting the count shall be the same as that prescribed under the Electoral Act, 1907-1936, for the counting of the votes taken at an election of members of the Legislative Assembly. Provided that—

(a) When two candidates are to be elected the count of the votes will proceed until one candidate has received an absolute majority, when he shall be declared elected. The first elected candidate shall then be eliminated from the count, and to proceed with the election of the second candidate, all the ballot papers, including those which have been set aside as exhausted, shall be brought into operation and again sorted into first preference votes. The first preference votes of the eliminated successful candidate shall be distributed according to the second preference markings shown thereon to the remainder of the candidates, and when added to their respective first preference votes shall constitute the first count for the second candidate. The procedure from then on shall be the same as in the counting of votes for the election of one candidate.

(b) Votes shall not be deemed to be informal except in the case hereinafter mentioned.

(4) As soon as practicable after the closing of the poll, the Returning Officer shall, in the presence of the scrutineers—

(a) Open the ballot box and remove therefrom the envelopes containing the ballot papers; and

(b) open the envelopes containing the ballot papers and extract the ballot papers therefrom; and

(c) examine every ballot paper and satisfy himself that the same bears the authorised officer's initials indorsed thereon and decide whether such ballot paper is formal or informal; and

(d) count all formal ballot papers and reject all informal ballot papers.

(5) The Returning Officer shall be the sole and final judge as to whether a ballot paper is informal.

(6) Any candidate may attend and be present at the counting of the votes.

16. (1) A ballot paper shall be informal—

(a) if it is not initialed by the Returning Officer or the other officer authorised in that behalf;

(b) if, subject as hereinafter provided, it is marked in any other manner than prescribed in regulation 7 of these regulations; or

(c) if it has upon it any mark or writing not authorised by these regulations, which in the opinion of the Returning Officer will enable any person to identify the elector; or

(d) if it does not indicate the elector's vote, or, if when there are more than two candidates it is not marked so as effectively to indicate the elector's preference as regards all candidates; or

(e) if no mark is indicated on it.

(2) A ballot paper shall not be informal for any reason other than the reasons stated in paragraph (1) hereof, but shall be given effect to according to the elector's intention so far as his intention is clear, and, in particular when only one candidate is to be elected and there are only two candidates, a ballot paper shall not be informal by reason only of the elector having indicated his vote or first preference by a cross instead of the numeral 1.

17. As and when the Returning Officer shall have completed the counting of the votes, he shall declare the result of the election in the presence of the scrutineers and of any candidates who may be present at the time.

18. (1) When the result of an election has been ascertained and declared, the Returning Officer shall forthwith furnish to the Minister a certificate of such result in accordance with Form F in the Appendix to these regulations, and state therein the names, addresses, and occupations of the candidates who have been elected; and such certificate, when received by the Minister, shall be final and conclusive evidence of the election of the said candidates as members of the Committee.

(2) As soon as reasonably may be after the receipt by the Minister from the Returning Officer of the certificate mentioned in paragraph (1) hereof, the Minister shall cause a copy thereof to be published in the *Government Gazette* and a newspaper published in Perth.

19. Where any person whose name appears on the electoral roll to be used at any election has since such enrolment ceased to be a commercial producer within the meaning of the Act, such person shall not be entitled to vote at any election held subsequently to his ceasing to be a commercial producer as aforesaid merely because his name appears as an elector on the said electoral roll, and in any such case the Returning Officer, upon it coming to his knowledge that the person is no longer a commercial producer shall cause his name to be struck off such roll.

20. The Returning Officer shall retain all ballot papers and statements received by him in connection with any election held under these regulations until the expiration of three months after the declaration of the result of such election, and may then cause the same to be destroyed.

21. Any person who, not being entitled to be enrolled as an elector for the purpose of an election held under the Act and these regulations, makes a claim to be enrolled, and any person who makes any statement which is to his knowledge false in any application for enrolment or in any statement accompanying a ballot paper verifying the voter's right to vote, shall be guilty of an offence against these regulations and shall be liable to a penalty not exceeding twenty pounds.

22. Subject to subsection (3) of section 7 of the Act, all costs, charges, and expenses as incurred by the Returning Officer in connection with the publication of notices, the receipt of nominations of candidates for election, preparation of electoral rolls, and the conduct of elections, including any fee that may be allowed, or in connection with any other matters incidental thereto and as certified in writing by the Returning Officer under his hand, and communicated by the Returning Officer to the Minister, shall be borne and paid by the Committee or reimbursed to the Returning Officer by the Committee out of moneys from time to time in its hands: Provided that the Committee may at its own expense have the accounts of the Returning Officer audited by the Auditor General, whose decision thereon shall be final as between the parties concerned.

The Appendix.

Potato Growing Industry Trust Fund Act, 1947.

Form A.

(Regulation 7 (1).)

NOMINATION FORM FOR NOMINATION OF CANDIDATE FOR AN ELECTION.

We (a).....of (b)....., in the State of Western Australia (c).....and (d)..... of (b).....in the State of Western Australia (e)..... being electors duly enrolled upon the electoral roll of commercial producers do hereby, as proposer and seconder respectively, nominate (e)..... of (f).....in the State of Western Anstralia, (g)..... as a candidate for election under section 7 (1) of the Potato Growing Industry Trust Fund Act, 1947, as an elective member of The Potato Growing Industry Trust Fund Advisory Committee, for the purpose of and in connection with the election to be held on the.....day of.....19....for the election of elective members of the said Committee under the said Act.

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

(h).....Proposer.

(i).....Seconder.

I, the abovenamed (e).....do hereby consent to the above nomination, and do hereby state that I am a person eligible for such nomination within the meaning of the said Act and the regulations made thereunder for the following reasons, namely:—

(j).....

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

(k).....Candidate.

(a) Full name of proposer; (b) address; (c) occupation; (d) full name of seconder; (e) full name of candidate; (f) his address; (g) his occupation; (h) signature of proposer; (i) signature of seconder; (j) here state grounds upon which the candidate claims to be eligible for nomination as a candidate; (k) signature of candidate.

Form B.

Potato Growing Industry Trust Fund Act, 1947.

(Regulation 7 (7).)

CERTIFICATE OF ELECTION OF CANDIDATE WHERE NUMBER OF CANDIDATES NOMINATED DOES NOT EXCEED NUMBER TO BE ELECTED.

To:

The Potato Growing Industry Trust Fund Advisory Committee, Perth.

I (a).....being the Returning Officer duly appointed under and for the purposes of the regulations made under the Potato Growing Industry Trust Fund Act, 1947, do hereby certify:—

(1) That in connection with the nomination of candidates for election as Members of The Potato Growing Industry Trust Fund Advisory Committee received up to 12 o'clock noon of (b).....the.....day of.....19....being the last day for the nomination of candidates for such election to be held on the

.....day of.....19.... under section 7 (1) of the said Act the following candidate (or candidates) was (or were) nominated, namely:—

(c).....

(2) That the nomination form (or forms) of the said candidate (or candidates) was (or were) in order as required by the regulations; that the candidate (or candidates) was (or were) eligible for nomination and election, and that the persons who signed the nomination form (or forms) as proposer and seconder were competent so to sign the same.

(3) That the number of candidates so nominated did not exceed the number of candidates to be elected as Members of the said The Potato Growing Industry Trust Fund Advisory Committee; and

(4) That the said (d).....is (or are) the person (or persons) now elected as such elective members as required by the said Act for appointment by the Governor as a member (or members) of the said Committee.

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

.....
Returning Officer.

(a) Full name of Returning Officer; (b) the last day for receiving nominations of candidates; (c) set out the full name, address and occupation of each candidate; (d) full name of each candidate.

Form C.

Potato Growing Industry Trust Fund Act, 1947.
(Regulation 8 (1).)

BALLOT PAPER.

For use in an election of (a).....person (or persons) to be elected as the elective member (or members) of The Potato Growing Industry Trust Fund Advisory Committee under section 7 (1) of the abovementioned Act.

The Ballot Paper marked and completed in accordance with the directions hereunder must be received by the Returning Officer not later than 4 o'clock in the afternoon on (b).....the.....day of.....19....

Names of Candidates (in alphabetical order). Vote (in order of preference).

(c).....	[]
.....	[]
.....	[]
.....	[]
.....	[]

Directions for Voting.

(1) Voting shall be by means of a preferential ballot.

(2) The elector shall mark his vote on the ballot paper by placing in the column headed "Vote" the numeral 1 opposite the name of the candidate for whom he votes as his first preference, by placing in the said column the numeral 2 opposite the name of the candidate for whom he votes as his second preference and he shall give contingent votes for all the remaining candidates by placing the numerals 3, 4, and so on (as the case requires) opposite their names so as to indicate by such numerical sequence the order of his preference.

(3) The elector shall then place the ballot paper in the envelope marked "Ballot Paper Envelope" and seal the envelope.

(4) The elector shall then sign and complete the statement according to Form D received by him with the ballot paper.

(5) The elector shall then place the ballot paper envelope sealed and the completed statement in the envelope addressed to the Returning Officer, and send the same by prepaid letter post or deliver the same to the Returning Officer.

(6) The envelope, addressed to the Returning Officer, with its contents, must be received by the Returning Officer before the time fixed for the closing of the poll as notified above, otherwise the same and the ballot paper will be rejected.

(7) If sent by prepaid letter post, the same and the ballot paper will be rejected, if the correct amount of letter post has not been prepaid by the elector.

(a) One or two, as the case may be; (b) the day fixed for the closing of the poll; (c) insert full names of candidates in alphabetical order.

Form D.

Potato Growing Industry Trust Fund Act, 1947.
(Regulation 9 (1).)

STATEMENT BY ELECTOR TO ACCOMPANY BALLOT PAPER.

I (a).....of (b).....in the State of Western Australia (c) hereby submit the following facts in verification of my right to vote, according to the accompanying ballot paper.

(1) I am an elector duly enrolled on the electoral roll of commercial producers and am still a commercial producer within the meaning of the Act.

(2) That as such elector I am entitled to vote in the election now being held and closing at 4 o'clock in the afternoon of the (d).....day of.....19...., for the election of (e).....person (or persons) as the elective member (or members) of The Potato Growing Industry Trust Fund Advisory Committee.

(3) That I have not voted previously in the said election.

(4) That I make this statement with the full knowledge of the fact that if it is wilfully false in any particular I am liable to a penalty under the regulations not exceeding the sum of twenty pounds.

(f).....
(Signature of Elector.)

(a) Full name of elector; (b) address; (c) occupation; (d) date of election; (e) one or two, as the case may be; (f) signature of elector.

Form E.

Potato Growing Industry Trust Fund Act, 1947.
(Regulation 14 (2).)

DECLARATION BY SCRUTINEER.

I (full name).....of (address).....do hereby declare that I will faithfully and impartially, according to the best of my skill and judgment, carry out the duties required of me as a Scrutineer, in connection with the election of elective members to The Potato Growing Industry Trust Fund Advisory Committee, and I do further declare that I will not at such election attempt to ascertain how any person shall vote or has voted, and that if in the discharge of such duties at or concerning the said election I learn how any person has voted, I will not by word or act directly or indirectly divulge or discover or aid in divulging or discovering the same.

Signature.....

Declared before me at.....this.....day of....., 194.....

Returning Officer.

Form F.

Potato Growing Industry Trust Fund Act, 1947.
(Regulation 18 (1).)

CERTIFICATE BY RETURNING OFFICER OF RESULT OF AN ELECTION.

I, (a).....being the Returning Officer duly appointed under and for the purpose of the regulations made under the Potato Growing Industry Trust Fund Act, 1947, do hereby certify as follows:—

(1) That in accordance with the said regulations I have held an election, which closed at 4 o'clock in the afternoon on the (b).....day of 19... for the election of (c).....person (or persons) as the elective member (or members) of the Potato Growing Industry Trust Fund Advisory Committee under section 7 (1) of the said Act.

(2) That the candidates at such election were:—

.....

(3) That the voting resulted as follows:—

(1) On the first count:

(e).....

(2) On the second count:

(e).....

(3) On the third count:

(e).....

(4) On the final count:

(e).....

(4) That as the result of the said voting the said (f).....was (or were) duly elected as the person (or persons) to be the elective member (or members) as aforesaid.

(5) That I duly declare the said (f).....to have been duly elected as the elective member (or members) as aforesaid on the (g)..... day of.....19..

(6) As the result of the said election the said (f).....is (or are) now the elective member (or members) as required by the said Act for appointment by the Governor as a member (or members) of the said Committee.

(7) That the following is a statistical return of the voting at the said election:—

Table with 4 columns: Description, Total number of electors on roll, Number of electors who voted, Number of formal votes counted. Includes sub-items for votes rejected: (a) for informality of ballot paper, (b) received after close of poll, (c) insufficient postage.

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

(h).....

Returning Officer.

(a) Full name of Returning Officer. (b) Date fixed for closing of poll. (c) One or two, as the case may be. (d) Set out the full names, addresses and occupations of all the candidates in alphabetical order. (e) Set out the names of the candidates, with the number of votes gained by them. (f) Set out the name of one candidate, or if two required, the two candidates elected. (g) Date of declaration of the result of the poll. (h) Signature of Returning Officer.

Approved by His Excellency the Governor in Executive Council, this 16th day of March, 1949.

(Sgd.) R. H. DOIG, Clerk of the Council.

ANALYSES OF FEEDING STUFFS.

Department of Agriculture,
Perth, 24th March, 1949.

RESULTS of Analyses of samples of Feeding Stuffs taken under the Feeding Stuffs Act, 1928-1946.

(Published under section 9 of the Act.)

Date Sample taken.	Firm and Brand.	Crude Protein.	Crude Fat.	Crude Fibre.	Sodium Chlor.	Phosphoric Acid. P ₂ O ₅ .	Lime.	Others.
	<i>Barrow Linton & Co.</i>	%	%	%	%	%	%	%
17-9-48	" Dukko " Fattening Mash— Registered Analysis	†10.0	†4.0	*4.0	*1.0	....	3.0	....
	Sample Analysis	14.7	4.6	5.2	0.92	....	3.04	....
17-9-48	" Excelsior " Meat and Bone Meal— Registered Analysis	†38.0	*15.0	*1.5	....	....	....	....
	Sample Analysis	39.8	13.6	1.6	....	....	....	....
	<i>Hogues & Clements.</i>							
2-9-48	" H & C " Chickfood— Registered Analysis	†9.0	†1.5	*4.5	....	....	3.0	....
	Sample Analysis	9.0	1.7	2.8	....	....	3.24	....
	<i>W. Thomas & Co. (W.A.), Ltd.</i>							
2-9-48	" Branato " Wheatmeal— Registered Analysis	†8.0	....	*9.0	....	....	....	....
	Sample Analysis	9.8	....	2.8	....	....	....	....
	<i>Tropical Traders, Ltd.</i>							
2-9-48	" Evelyn " Horsefood— Registered Analysis	†12.6	†5.7	*7.14	*6.0	0.9	1.1	Sulphur *1.84
	Sample Analysis	12.9	4.3	4.3	5.8	0.94	1.0	2.6

* Maximum.

† Minimum.

Date Sample taken.	Firm and Brand.	Crude Protein.	Crude Fat.	Crude Fibre.	Sodium Chlor.	Phosphoric Acid P ₂ O ₅ .	Lime.	Others.
	<i>Anchorage Butchers, Ltd.</i>	%	%	%	%	%	%	%
28-9-48	" Coogee " Meatmeal— Registered Analysis	†36.9	*18.6	*1.3	*1.0	*12.73	11.43	....
	Sample Analysis	42.5	13.2	0.9	0.45	11.1	9.98	....
	<i>South-West Dairy Farmers Co-op.</i>							
28-9-48	" Sunnywest " Dried Buttermilk Registered Analysis	†32.1	†5.7	....	....	....	....	....
	Sample Analysis	31.7	7.9	....	....	....	....	....
	<i>W. Thomas & Co. (W.A.), Ltd.</i>							
27-9-48	" Thomas " Pig Grower— Registered Analysis	†12.0	†1.5	*6.0	1.25	....	3.75	....
	Sample Analysis	13.8	2.4	3.7	1.21	....	2.86	....
	<i>Westralian Farmers Co-op., Ltd.</i>							
27-9-48	" Westfarmers " Laying Mash No. 2— Registered Analysis	†11.0	†3.0	*7.0	0.5	....	0.8	....
	Sample Analysis	11.7	2.2	4.6	0.70	....	1.13	....
	<i>Wrights, Ltd.</i>							
27-9-48	" Wrights Meatmeal— Registered Analysis	†40.0	*11.0	*1.5	....	14.0	....	....
	Sample Analysis	45.0	8.7	0.4	....	14.6	....	....
	<i>Robert B. Young.</i>							
29-9-48	" Morlay " Growing All Mash— Registered Analysis	†12.0	†3.0	*6.0	*1.5	*4.0	†2.5	....
	Sample Analysis	14.4	2.6	4.0	1.14	2.90	3.10	....
29-9-48	" Morlay " Laying Mash "B"— Registered Analysis	†11.5	†3.0	*6.0	*1.5	*4.0	†2.0	....
	Sample Analysis	14.2	3.0	3.8	1.17	3.38	4.40	....

* Maximum.

† Minimum.

THE MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Leonora, 14th March, 1949.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the under-mentioned Mining Tenements in accordance with Regu-

lation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) M. HARWOOD,
Warden.

To be heard at the Warden's Court, Leonora, on Friday, the 6th day of May, 1949.

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

MT. MARGARET GOLDFIELD.

Mt. Mac'colm District.

Garden Areas.

- 25C—Miller, Louise Bertha; Leonora; non-payment of rent.
 49C—Poletti, Guiseppina; Leonora; non-payment of rent and no Miner's Right.
 61C—Newbon, Arthur; Leonora; non-payment of rent.
 62C—Poletti, Lino; Leonora; non-payment of rent and no Miner's Right.
 64C—Smith, Bernard Desmond; Leonora; non-payment of rent.
 69C—Sutherland, James; Leonora; non-payment of rent and no Miner's Right.
 70C—Stokes, Ethel Cecilia; Leonora; non-payment of rent.
 72C—Seaborn, William James; Leonora; non-payment of rent.
 75C—McNamara, William; Leonora; non-payment of rent and no Miner's Right.
 78C—Hay, William Thomas; Leonora; non-payment of rent.
 80C—Bordoni, Vittorio; Gwalia; non-payment of rent and no Miner's Right.

Water Rights.

- 193C—Fanetti, Marianna; Leonora; non-payment of rent.
 203C—Money, John Griffin, and Money, Jean Inglis; Tarmoola; non-payment of rent.
 205C—Robertson, George Norman; Melrose Station, Darlot; non-payment of rent.
 211C—Hadfield, Herbert Thomas; Leonora; non-payment of rent.
 213C—Wright, William Henry, and Wright, Samuel Alfred; Leonora; non-payment of rent.
 215C—Dowson, Robert; Leonora; non-payment of rent.

Business Areas.

- 164C—Roe, Albert Alfred; Leonora; non-payment of rent.
 257C—Hawker Chomley & Co. Ltd.; Sturt Meadows; non-payment of rent.

NORTH COOLGARDIE GOLDFIELD.

Niagara District.

Water Rights.

- 114G—Kookynie Pastoral Co. Pty. Ltd.; c/o W. Bright, Kookynie; non-payment of rent and no Miner's Right.
 115G—Vickery, Arthur; c/o W. G. Moore, 90 Maritana Street, Kalgoorlie; non-payment of rent.
 116G—Vickery, Arthur; c/o W. G. Moore, 90 Maritana Street, Kalgoorlie; non-payment of rent.

Machinery Area.

- 65G—Owen, Rupert Heyward, and Owen, Ralph; Kookynie; non-payment of rent.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 5 of 1948.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Conservator of Forests of Western Australia, 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 matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Interim Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Interim Award of the Court.

Memorandum of Agreement.

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

Except where altered by the provisions of this Award, the provisions of Award No. 13 of 1939 (as amended) now in force for these workers, and in the area covered by this Award, shall continue to operate.

Clause 1.—Area and Application.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 5.—Overtime.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 9.—Wages.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 11.—Camp Allowance.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 12.—Rent.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 25.—Overtime.

Delete existing clause of Award No. 13 of 1939 as amended and insert in lieu thereof the following:—

25.—Overtime.

(a) Except where otherwise expressly stated in this Award, all time worked outside of or in excess of the usual hours shall be paid for the first four (4) hours after the usual stopping time, time and a half, and thereafter double time: Provided that workers called to start work within one hour and a half of the usual starting time shall be paid at time and a half until the usual starting time. Double time shall be paid for work required to be done on Sunday.

Any employee who works overtime on a Saturday shall be paid at the rate of time and a half for the first four (4) hours and thereafter double time, but if the employee works in any period after 5 p.m. on Saturday, he shall be paid double time rates for all time worked after that hour.

(b) Notwithstanding any provisions contained in clauses 24 and 25, any worker may be called upon to carry out or assist in controlled burning, burning of hazards, burning of felled or treated country, fire fighting or counter-firing at any time, and the conditions governing such fire service shall be as follows:—

(i) During the recognised working hours set out in clause 24 no additional remuneration shall be paid for fire service, but the worker shall receive the rate fixed for the class of work on which he was engaged when taken off to carry out necessary fire control work, except that the margin provided for controlled burning in clause 48 "Wages Schedule" will apply to this work when carried out in spring and autumn as a regular job during ordinary working hours. The same condition shall apply to men stationed on fire towers during ordinary working hours for training purposes, when controlled burning operations are in progress prior to the commencement of the fire season.

(ii) With the exception of men engaged upon "top disposal" work, fire service outside ordinary hours shall be paid for at the rate of time and a quarter for overseers in charge of a fire gang, and time and a quarter for other workers, using a forest workman's margin of 12s. per week for the purposes of calculation, both rates to be determined to the nearest 3d. per hour. If circumstances beyond the control of the department render it necessary for a worker to be on the job for a period of more than twelve (12) hours in any one (1) day, such worker shall not be required to work until after the midday meal on the following day.

(c) Detention Allowance.—During the fire season any worker may be required during the week-end to remain in reasonable proximity to his home, and in regular communication as instructed by the Forester-in-Charge with either a divisional office, district office, fire tower, or

other fire watcher, so that he may be ready to answer a call for fire fighting if an outbreak occurs. This clause will apply also to the period from knock off time in any shift to starting time in the next successive shift.

Payment for this service will be at the following rates:—

(i) Four shillings each for Saturday morning, Saturday afternoon, Sunday morning and Sunday afternoon, respectively. If a full week-end is involved, the worker at his option may receive an additional half day's leave (to be added to his annual leave in lieu of other payment).

(ii) At any other time payment will be at the rate of 8s. per day.

If called upon to do any fire-fighting during a stand-to period, the rate for this work set out in clause 25 (b) (ii) will be paid.

(d) (i) Notwithstanding any provisions contained in clauses 24 and 25, the department may require any worker to work reasonable overtime at overtime rates at any time in connection with the performance of any duties other than those referred to in subclause (b) hereof and such worker shall work overtime in accordance with such requirement.

(ii) The union or any worker or workers covered by this part of the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction, upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

(e) Overtime shall not be construed as meaning the additional time usually and necessarily worked by overseers as part of their ordinary duties prior to and after the usual starting and finishing times.

Clause 28.—Payment for Pitching, Striking or Removing Camp.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 33.—Accommodation.

Delete existing clause of Award No. 13 of 1939 as amended and insert in lieu thereof the following:—

33.—Camping Area.

(i) When camping areas are necessary for the employees such shall be provided by the employer and the area shall be enclosed with a stock-proof fence where necessary.

(ii) (a) When employees camp out the employer shall provide sufficient tent with fly and/or cubicle accommodation at rates to be fixed, or, failing agreement, as decided by a Board of Reference. Lighting to be provided as considered adequate by Officer-in-Charge.

(b) When it is estimated that an employee in the normal course of events will be required to live on the same section of any work for a period estimated to be from the duration of more than one week and less than three months an 8 x 10 feet high sided tent on an interior frame shall be provided for two employees, or, if at his own request, for one employee only. A gravel, matting, malthoid, or other temporary type of flooring shall be provided.

(c) When it is estimated that an employee in the normal course of events will be required to live on the same section of work for a period estimated to be of a duration of more than three months and less than one year an 8 x 10 feet high sided tent on an interior frame with board floor shall be provided for two employees, or if accommodation can reasonably be made available a worker may at his own request occupy the accommodation singly.

(d) When it is estimated that an employee in the normal course of events will be required to live on the same section of any work for a period estimated to be of a duration of more than one year, a framed hut to accommodate one or more men, shall be provided. The floor space shall be based on 50 square feet per man.

(iii) An enclosed galley with fireplace fitted with flue shall be supplied where the number of employees exceeds six and the duration of the camp exceeds one month.

(iv) All time occupied in erecting tents or in shifting camp shall be paid for at ordinary rates, two hours to be allowed where camps are already erected and four

hours where camps are to be erected, provided that overtime rates shall be paid when the work is performed outside ordinary working hours. In shifting camp provision shall be made by the employer for the transport of the employees living in the camp, together with their personal property free of charge up to 4 cwt.

(v) In all camps containing 20 or more employees, where the camp location is fixed for a period of six months or longer, one of the following methods of catering shall be adopted, at the discretion of the employer:—

(1) (a) The employer shall provide a boarding housekeeper, in which case no cooking or eating utensils will be provided.

(b) Where a boarding housekeeper is provided, full camp allowance as provided in clause (38) shall be paid to the worker.

(2) (a) A cook shall be employed by the department in which case the department shall supply cooking and eating utensils.

(b) A cook so engaged shall be remunerated at the rate of 10s. per week for each employee for whom he cooks but not including himself or his assistants.

Provided however he shall be entitled to a minimum weekly payment of £8 together with free wood and sleeping accommodation. A cook so engaged shall employ his own assistants. The number of men for whom a cook cooks shall be ascertained in the following manner:—Add the number of men for whom he cooks food on each day of the week and divide such number by seven. The number of men in respect of a Saturday and Sunday shall be deemed to be the number for whom he cooked food on the preceding Friday.

(c) The provisions of this Award, other than subclause (v) of clause 33 shall not apply to a cook or his assistant engaged as provided in subclause (v) (2) hereof.

(d) Each mess shall have a Committee of Management appointed by the workers and such Committee shall be responsible for the running and discipline of such mess and the actual engagement of the cook.

(e) Where a cook is provided each worker shall be deducted 2s. per working day from the camping allowance prescribed in clause 38: Provided however the amount payable under this provision shall not exceed 10s. per week.

In either case the department shall provide a suitable mess room.

(vi) The department shall provide potable water for workers and for authorised boarding houses. Tanks shall be fitted with taps.

(vii) The employer shall provide bath houses fitted with showers, one to every ten employees. Water shall be available for use in the showers or bath where baths are provided at work ceasing time, provided an adequate supply of water is available.

(viii) In all camps of over fifteen employees, and where the duration of the camp is not less than three months, the employer shall provide an adequate wash house equipped with a copper and wash troughs, to enable employees to wash their clothes. In other camps employers shall provide sufficient facilities to enable employees to wash their clothes at the discretion of the officer-in-charge.

(ix) Necessary sanitary conveniences shall be provided on each work by the department. Failure to use such conveniences in a proper manner shall render any worker liable to summary dismissal. Any dispute as to the suitability of the sanitary conveniences shall be referred to the Board of Reference.

(x) The employer shall provide adequate drainage for all camps.

(xi) The employer shall make provision for the disposal of garbage and night soil. The employer shall keep the camping area reasonably free from undergrowth, long grass and dangerous trees.

(xii) The employer shall provide water for horses in the horse camp and on the job, and where necessary suitable containers shall be supplied.

(xiii) Horse yards shall not be erected within one-eighth of a mile of the general camp.

(xiv) Where a store is not available at the camp to supply commodities to the employees, and where trades people do not call, the department shall make provision for the delivery of stores up to twice per week if necessary.

The department shall not be liable for loss or damage to stores during transport.

(xv) The employer shall, when necessary, give an advance by way of procurement order on the store to the amount of £1 against wages earned to a new employee to enable him to obtain food stuffs.

(xvi) In the event of any dispute arising under this clause the matter may be referred to the board of reference for determination.

Clause 34.—Sanitary Service.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 38.—Camp Allowance.

Delete existing clause of Award No. 13 of 1939 as amended and insert in lieu thereof the following:—

38.—Camp Allowance.

Employees who, in order to be available for their work, have to live in a tent, or when away from their home station are required to live in a tent or hut, shall be paid an allowance of 4s. for each day on which they are required to hold themselves, and do hold themselves available in a camp throughout the said day, whether or not work is done on the said day.

Provided, however, the total amount payable under this provision shall not exceed 20s. per week.

Provided that if a suitable residence is provided for a worker there shall be no obligation to pay any allowance.

Clause 48.—Wages Schedule.

Delete the existing clause of Award No. 13 of 1939 as amended and insert in lieu thereof the following:—

48.—Wages.
Basic Wage.

	Per Week.
	£ s. d.
(a) Metropolitan area	6 1 7
(b) South-West Land Division	6 1 3
Margins—	
1. Pruning pines with hand saw	Nil
2. Nursery hands	Nil
3. Forming and gravelling tracks	Nil
4. Handling earth and gravel	Nil
5. Labourers assisting men in higher grade work	Nil
6. Top disposal man under supervision	Nil
7. Planters (digging, holing, spot cultivation, planting)	Nil
8. Space thinning sapling stands	Nil
9. Spot sowing and cultivation	Nil
10. Hand crosscut sawyer	6 0
11. Culvert and light bridge construction	6 0
12. Maintenance of fire towers	6 0
13. Sucker bashing and grubbing	6 0
14. Topographical survey and classification hands	6 0
15. Axemen for clearing purposes, that is where the major portion of the bush to be cut is not more than 12in. in diameter and regeneration cleaning where marked in advance	6 0
16. Clearing tracks and firelines, embracing the following operations: Cross cutting logs working rock culvert and light bridge construction, grubbing, sucker bashing, cutting down interfering or dangerous trees, forming and gravelling	6 0
The margins for individual items as listed in the Award will remain and have effect when carried out as a separate and continuous job.	
17. Fencing	9 0
18. Bush telephones—erection and maintenance	9 0
19. Top disposal man working independently	9 0
20. Working rock, involving use of gads or drills, picks or crowbars	9 0
21. Controlled burning. This item will apply when controlled burning is carried out in spring and autumn months as a regular job during ordinary working hours	9 0

Clause 25B will continue to apply to all other fire control work.

22. Axemen carrying out regeneration cleaning improvement work and crown thinning of pole stands without marking and falling for purpose of clearing where major portion of bush is over 12in. in diameter	9 0
23. Forest workman. One with at least 6 months experience, is a member of a regular fire gang, and in the case of a married man is resident in a Departmental house provided one is available, or in the case of a single man, resident in a Departmental hut at a home station	12 0
24. Horse drivers—	
One horse	13 6
Two horses	1 2 6
Three, four and five horses	1 5 6
Horse drivers of more than five horses driving alone or in charge of a team of more than five horses shall for each horse over five be entitled to an extra 4s. 6d. per week.	
The rate for one horse driver shall not apply to special works where the occasional use of a horse is incidental to the main job.	
Workers engaged as horse drivers shall in their own time feed and groom their horses, grease their drays and implements, and attend to harness, and for so doing they shall be allowed 6s. per week for one horse, and 9s. per week for two horses, and an additional 3s. per week for each horse additional not exceeding in all the sum of 15s. per week.	
Similar arrangements shall be made for one man to attend a horse, cart and harness, in the case of a small camp, where the care of one horse is involved, such man to receive an allowance of 6s. per week.	
25. Axeman falling hardwood timber for construction purposes	1 2 6
26. Faller for milling purposes	1 11 6
27. Billeting tuart	1 10 0
28. Powder monkey	1 7 0
29. Tool sharpener	1 2 6
30. Saw sharpener	18 0
31. Bush Carpenter	1 5 0
32. Bush blacksmith	1 15 0
33. Worker operating petrol-driven drag or circular saw or chain saw	18 0
34. Well Sinker—	
(a) To a depth of 20ft.	9 0
(b) Over 20ft., or where explosives are used	13 6
35. Plant Operators—	
(a) Grader driver operating machine under 40 h.p.	1 15 0
Grader driver operating machine over 40 h.p.	2 5 0
(b) Motor wagon driver—	
Not exceeding 25 cwt. capacity	1 3 0
Exceeding 25 cwt. and not exceeding 3 ton	1 6 0
Exceeding 3 ton capacity and not exceeding 4 ton	1 10 0
Exceeding 4 ton capacity and not exceeding 5 ton	1 11 0
Exceeding 5 ton capacity and not exceeding 6 ton	1 12 0
Exceeding 6 ton capacity and not exceeding 7 ton	1 13 0
Exceeding 7 ton capacity and not exceeding 8 ton	1 14 0
Exceeding 8 ton capacity	1 15 0
(c) Tractor drivers not using power control or hydraulic unit under 40 h.p.	1 5 0

	£	s.	d.
Tractor drivers not using power control or hydraulic unit over 40 h.p.	1	10	0
(d) Tractor drivers using power control or hydraulic unit under 40 h.p.	1	15	0
Tractor drivers using power control or hydraulic unit over 40 h.p.	2	5	0
36. Grader man operating blade up to 6ft. in width	9	0	
Grader man operating blade over 6ft. in width	13	6	
37. Carpenter's labourer	9	0	
38. Cook required to work seven days per week shall be paid at a margin of 9s., plus one-quarter of the basic wage, and margin to cover all overtime and Sunday time.			
39. Broad axeman preparing timber for construction or bridge work	1	7	6
40. Fire pump operator holding certificate issued by the Forests Department, and while attending fire	15	0	
41. Ploughman operating plough, but not driving, 1-3 horses	13	6	
Ploughman as above—over 3 horses	18	0	
A ploughman operating plough and driving one or more horses shall be paid horse driver's rate.			
42. Ploughman's offsider	9	0	
43. Mining timber cutters	15	0	
44. Firewood cutters	15	0	
45. Fence post splitters	15	0	
46. Pine fallers for milling	15	0	
47. Handy man and storeman at Divisional Office	1	0	0
48. Overseer	2	1	3
49. Employment of Boys—			
Telephone boys employed solely in the capacity of messengers—25 per cent. of basic wage.			
Boys whose homes are in the vicinity of the forest may be employed in the nursery or on other light work at the following rates of pay:—			
		Percentage of	
		Basic Wage Rate.	
Up to 17 years of age		50	
On attaining 17 years		72	
On attaining 18 years		83	
On attaining 19 years		94	
On attaining 20 years		Full rate.	

Clause 49.—Provision of Showers.

Delete existing clause of Award No. 13 of 1939 as amended.

Clause 52.—Rent.

A board shall be appointed consisting of a representative of the Department, a representative of the Union, and a chairman to be mutually agreed upon. Failing agreement, the chairman shall be a person nominated by the State Arbitration Court.

The said board shall have assigned to it the function of fixing and reviewing the rent to be charged for quarters supplied by the Department. No appeal shall lie from any decision of such board.

Clause 53.

Right is reserved to either party to argue all or any of the provisions of this Award when Reference No. 5 of 1948 is brought on for hearing by the Court.

I certify, pursuant to section 65 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 17th day of December, 1948.

[L.S.]

(Sgd.) E. A. DUNPHY.

President.

Filed at my office this 17th day of December, 1948.

(Sgd.) S. WHEELER.

Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 83 of 1948.

Between Eastern Goldfields Federated Enginedrivers and Firemen's Union of Workers of Western Australia and Hospital Employees' Industrial Union of Workers, W.A., Applicants, and the Minister for Public Health, 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 make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1941, 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.")

Schedule of Clauses.

1.—Area.

The area of this Award shall comprise the Kalgoorlie District Hospital Boiler House Plant and Heating Apparatus.

2.—Term.

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

3.—Wages.

Basic wage, Goldfields Area—£6 5s. 10d. per week.

(a) Boiler attendant fireman, margin per week—19s.

(b) District Allowance—A district allowance shall be paid to all workers of 2s. 4d. per week.

4.—Hours.

The hours of work shall be eighty (80) per fortnight to be worked in shifts of eight (8) hours each including crib time in accordance with the roster to be agreed upon between the parties.

5.—Overtime.

(1) All time worked on any day in excess of the time for which the worker is rostered shall be regarded as overtime and paid for at the rate of time and a half for the first two hours and double time thereafter, except when such time is worked—

(a) by arrangement between the employees themselves, with the consent of the employer;

(b) for the purpose of effecting periodical rotation of shifts.

(2) In the case of (a) and (b) ordinary rates shall be paid.

(3) If overtime is caused through the failure of another worker to report for duty, equivalent time off duty may be granted in lieu of paying for overtime.

(4) Workers required to work on the day on which they are rostered off duty shall, at the option of the worker, be paid at the rate of double time for time worked, or be paid at ordinary rates and allowed equivalent time off.

(5) (i) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

(ii) The Union or worker or workers covered by the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

(6) (a) Shift workers required to work on Sunday shall be paid at the rate of time and a half; provided that eight (8) hours only of such time shall be included in the week's work. The extra penalty rate for Sunday time shall stand alone and be paid for in addition to the week's work.

(b) No penalty rate shall be payable for any shift commencing after 10 p.m. on Sunday.

(c) "Shift worker" shall mean an employee participating in continuous shifts the whole of which covers twenty-four (24) hours per day.

6.—Holidays.

(1) (a) The following days shall be observed as holidays, namely:—New Year's Day, Easter Monday, Labour Day, Anzac Day, Christmas Day and Boxing Day.

(b) If a worker's day off falls on a day prescribed by this Award as a holiday, such worker shall be allowed another day in lieu thereof.

(c) Any worker required to work on any of the specially named holidays prescribed herein shall be paid at the rate of double time, or shall have one day added to his annual leave for each day so worked, at the option of the employer.

(2) Annual leave.—A holiday of three (3) weeks on full pay shall be granted to each worker on completion of each year of service. A worker not completing one year of service shall be granted pay in lieu of holidays in proportion to the length of his or her service: Provided always, that if a worker be dismissed for misconduct, no payment for annual leave or holidays will be granted for any period subsequent to the date of the offence.

7.—Sick Leave.

(a) Sick leave with pay shall be granted on the following scale on production of a medical certificate satisfactory to the employer, or, in regard to leave not exceeding two (2) days, other evidence satisfactory to the management of the institution:—

(i) Under three years' service, one and a quarter (1¼) days for each completed month of continuous service under this Award, provided that payment hereunder may be adjusted at the end of each calendar year or at the time the employee leaves the service of the employer in the event of the employee being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(ii) Over three years' service, two (2) months on full pay.

(b) Sick leave may be granted in one or more periods, but the aggregate amount of leave on pay shall not in any one triennial period exceed the time provided for in the foregoing scale.

A "triennial period" shall be the three years preceding the date of the application.

(c) Sick leave with pay will not be granted when the illness is due to the worker's own neglect, or misconduct.

(d) Any worker necessarily absenting himself from duty through sickness shall immediately send notice to his officer in charge and at once apply for sick leave.

8.—Shifts.

(a) Shift workers shall be entitled to weekly rotation of shifts.

(b) Shift workers, when employed on afternoon or night shift shall be paid five per cent. (5%) in addition to their ordinary rates for such shifts.

(c) Shift rates shall not be cumulative on Sunday penalty rates.

9.—Contract of Service.

Employment shall be terminated only by a week's notice on either side, such notice to be given at any time during the week. This shall not affect the right of the management to dismiss any employee, without notice, for malingering, inefficiency, neglect of duty, or misconduct, and in such cases wages shall be paid up to the time of dismissal only.

10.—Preference.

Preference of employment shall be given to financial members of the Eastern Goldfields Federated Engine-drivers and Firemen's Union of Workers of Western Australia, and the Hospital Employees' Industrial Union of Workers, W.A., provided the Minister shall be under no obligation to communicate with the Union office to ascertain whether a member is financial.

11.—Right to Inspect.

(a) A time book shall be open for the inspection of an accredited representative of the Union at any reasonable time. Each worker must record in such book the exact time he or she starts and finishes duty on each day, and also the time booked off for meals or breaks in shifts.

(b) The wages sheets shall upon reasonable notice be open to the inspection of an accredited representative of the Union during ordinary office hours.

This Award supersedes Award No. 17 of 1940 as amended.

I certify pursuant to section 65 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 14th day of December, 1948.

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

Filed at my office this 14th day of December, 1948.

(Sgd.) S. WHEELER,
Clerk of the Court of Arbitration.

THIS Agreement made pursuant to the provisions of Part X. of the Industrial Arbitration Act, 1912-1941, of Western Australia, this 14th day of December, 1948, between the Civil Service Association of Western Australia (Incorporated) (hereinafter called the Association) of the one part, and the Board of Management of the Children's Hospital (hereinafter called the Board) of the other part, witnesseth as follows:

1.—Scope.

This agreement shall apply to employees of the Board of Management of the Children's Hospital who are members of the Association and whose maximum margins over the basic rate are less than five hundred and two pounds (£502) per annum.

2.—Interpretation.

"Basic Rate" means, in the case of male or female officers employed in the Metropolitan Area, the nearest £ to the result obtained by multiplying the male or female basic wage respectively for that area, as declared from time to time by the Court of Arbitration of Western Australia, by fifty-two and one sixth (52 1/6th).

3.—Incremental Scales.

The following incremental scales, expressed in margins over the basic rate, shall apply:—

Male: £20, £35, £50, £70, £85, £105, £125.

Female: £10, £30, £50, £70, £80, £95, £110, £125.

Male and Female: £139, £153, £167, £181, £195, £209, £223, £237, £251, £265, £279, £293, £319, £345, £371, £397, £423, £499, £475, £501.

4.—Classification of Positions over the Basic Rate.

The minimum and maximum classification of positions classified over the basic rate shall be expressed in grades corresponding with grades in the incremental scale set out in Clause 3 hereof. The classification of any such position shall consist of not less than two (2) grades, nor more than six (6) grades of the progression shown in the incremental scales.

5.—Ex-ray Technicians.

An ex-ray technician who obtains a diploma of the Perth Technical College for Electrical Engineering or an equal or higher qualification, approved by the Hospital Board, shall be paid an allowance at the rate of fourteen pounds (£14) per annum until such time as he reaches the maximum of the classification fixed for his position. After having been in receipt of the maximum rate of pay for his position, plus the allowance of fourteen pounds (£14) for one year, the allowance shall be increased to twenty-eight pounds (£28) per annum. The allowance of fourteen pounds (£14) and twenty-eight pounds (£28) per annum shall not apply to employees classified in positions above the classification of First Ex-ray Technician.

6.—Cadet Technicians.

The rates of pay of employees accepted for training and service as Ex-ray Technicians shall be as follows:—

Males.		Percentage (to be calculated to the nearest £) of the Basic Rate.
1st year of service	.. ..	45
2nd year of service	.. ..	57½
3rd year of service	.. ..	80
4th year of service	.. ..	92½

Females.		Percentage (to be calculated to the nearest £) of the Basic Rate, or margin over the Basic Rate.
1st year of service	.. ..	70
2nd year of service	.. ..	90
3rd year of service	.. ..	£10 margin
4th year of service	.. ..	£30 margin

A person who has served a four-year cadetship, but who has not completed the prescribed course of study, or has not obtained a certificate of competency in practical work, from the head of the department, may be employed for a further period up to one year at a rate of thirty-five pounds (£35) per annum over the basic rate in the case of a male and fifty pounds (£50) per annum in the case of a female.

The ratio of cadets to technicians shall not ordinarily exceed one (1) cadet to each adult technician, save in circumstances which may be agreed upon between the Board of Management and the Association.

7.—Laboratory Technicians.

A laboratory technician, employed and classified as such, who possesses an approved degree of Bachelor of Science (B.Sc.) shall be paid an allowance at the rate of twenty-eight pounds (£28) per annum, provided that the allowance shall not be paid to an employee who occupies a position either permanently or temporarily of senior laboratory technician and is paid by way of salary or salary plus allowance at least the minimum rate of salary fixed for such position.

8.—Laboratory and Dark Room Assistants.

The rates of pay of laboratory and dark room assistants shall be as follows:—

Males.		Percentage (to be calculated to the nearest £) of the Basic Rate, or margin over the Basic Rate.
Age.		
15 years or 1st year of service		30
16 years or 2nd year of service		35
17 years or 3rd year of service		45
18 years or 4th year of service		57½
19 years or 5th year of service		80
20 years or 6th year of service		92½
21 years or 1st year of adult service	.. ..	£20 margin
22 years or 2nd year of adult service	.. ..	£35 margin
23 years or 3rd year of adult service	.. ..	£50 margin
24 years or 4th year of adult service	.. ..	£70 margin

The "age" or "year of service" rate, whichever is the lesser, may apply.

Females.

Age.	Percentage (to be calculated to the nearest £) of the Basic Rate, or margin over the Basic Rate.
16 years or 1st year of service	55
17 years or 2nd year of service	70
18 years or 3rd year of service	90
19 years or 4th year of service	£10 margin
20 years or 5th year of service	£30 margin
21 years or 6th year of service	£50 margin
22 years or 7th year of service	£70 margin

The "age" or "year of service" rate, whichever is the lesser, may apply.

9.—Salary Rates.

The salary classifications and rates of salary shall be those shown in the Schedule "A" attached hereto and shall become due and payable not later than on and from the twenty-sixth day of March, 1948; provided that nothing in this Agreement shall lower the rate of salary any employee was receiving at the twenty-fifth day of March, 1948.

10.—Annual Increments.

Subject to good conduct, diligence and efficiency, employees shall proceed to the maximum of their respective classifications by annual increments according to the grades within the classification shown in the Schedule "A" attached hereto for each office or employee.

In the case of all other employees, progression from year to year shall be in accordance with the rates set out in this Agreement, subject to the Board of Management being satisfied as to the good conduct, diligence and efficiency of every such employee concerned.

11.—Adjustment of Salary Rates.

During the currency of this Agreement adjustments of salary rates shall be made to the same extent and concurrent with any adjustments made to officers similarly classified under the Public Service Act, 1904-1947.

12.—Conditions of Service.

All members of the Association bound by this Agreement, shall in all matters relating to general conditions of their service, be governed by the conditions, rights, privileges and obligations as are prescribed for Public Servants employed under the Public Service Act, 1904-1947, and the regulations made thereunder, all of which are deemed to have been inserted in this Agreement and binding on the Board and the Association. Provided that—

(a) For the purpose of determining long service leave entitlements, continuous service shall not include any service prior to the twenty-sixth day of March, 1941.

(b) Nothing in this Agreement shall prevent the alteration of the Public Service Regulations in their application to members of the Association employed by the Board if agreed to by both parties to this Agreement.

13.—Protective Clothing.

Where such is considered to be necessary due to the performance of duty, protective clothing shall be provided and laundered free of charge by the Hospital Board.

14.—Board of Reference.

In the event of a dispute between the parties hereto on any question of interpretation of this Agreement, on the request in writing of either party the matter shall be dealt with by a Board of Reference set up for the purpose. The Board shall consist of a chairman, mutually agreed between the parties, and two (2) other representatives, one to be nominated by each of the parties. The decision of the Board of Reference shall be final and binding on both parties.

15.—Term of Agreement.

This Agreement shall be for a term of five (5) years commencing from the twenty-sixth day of March, 1948.

Provided that either party to this Agreement may, after the twenty-sixth day of March, 1949, negotiate with the other party to amend or add to this Agreement, and if both parties agree, such Agreement may be amended by a supplementary agreement which shall be concurrent with this Agreement.

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

The Common Seal of the Board of Management of the Children's Hospital (Inc.) was hereunto affixed in the presence of—

A. W. JACOBY,
Trustee.
HORACE JONES,
Trustee.

[L.S.]

The Common Seal of the Civil Service Association of Western Australia (Incorporated) was hereunto affixed in the presence of—

WATCYN DAVIES,
Trustee.
A. J. FRASER,
Trustee.
N. G. HAGAN,
General Secretary.

[L.S.]

CHILDREN'S HOSPITAL.

Agreement with the Civil Service Association—Schedule A.

Consecutive Number.	Name of Employee.	Title.	Classification Expressed in margins over the Basic Rate.	Gross Salary rate at 26th March, 1948.	Remarks.
1	Hudson, A. D.	Accountant	£293-£319	£613	
2	Taylor, L. A.	Chief Pharmacist	£251-£265- £279-£293- £319	£613	
3	Powys, Miss V.	Registered Pharmacist	£153-£167- £181-£195	£354	Special Allowance £28 per annum to be increased to £42 per annum as from 4th August, 1948.
4	Davies, Miss J.	Unregistered Pharmacist	£139-£153- £167	£326	
5	Curtis, J.	Laboratory Technician (Pathological)	£209-£223- £237-£251- £265-£279	£573	
6	Robertson, Miss V.	Junior Laboratory Assistant	Clause 8 of Agreement	70% of basic rate	Next increment due 21st October, 1948.
7	Whitehouse, C. E.	Junior Laboratory Assistant	Clause 8 of Agreement	35% of basic wage	Next increment due .9th July, 1948.
8	De Kerloy, Miss A. E. M.	X-Ray Technician	£70-£85-£105- £125	£284 plus £28 allowance	Whilst the female basic rate is 54 per cent. of the male basic rate, female X-Ray Technicians will be paid initially at the margin £125. After 12 months service on this rate an allowance of £14 per annum will be granted and after 12 months service on the margin £125, plus allowance £14, the allowance will be increased to £28 per annum thereafter. These allowances are additional to any allowances which may be approved in terms of Clause 5 of the Agreement.
9	Vacant	Dark Room Assistant	Clause 8 of agreement	....
10	Carlton, Mrs. E. G. S.	Almoner in Charge	Subject to advice from Almoners' Institute	....
11	Haslam, Miss A.	Almoner	do. do.	....
12	Vacant	Senior Physiotherapist	£223-£237- £251-£265	....
13	Vacant	Physiotherapist	£195-£209- £223-£237	....

In witness whereof the parties hereto have hereunto set their hands and seals this 14th day of December, 1948.

The Common Seal of the Board of Management of the Children's Hospital (Inc.) was hereunto affixed in the presence of—

A. W. JACOBY,
Trustee.
HORACE JONES,
Trustee.

[L.S.]

The Common Seal of the Civil Service Association of Western Australia (Incorporated) was hereunto affixed in the presence of—

WATCYN DAVIES,
Trustee.
A. J. FRASER,
Trustee.
N. G. HAGAN,
General Secretary.

[L.S.]

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 12 of 1949.

Between Broadway Bootmakers, Central Boot and Shoe Specialists and others, Applicants, and the Boot Trade of Western Australia Union of Workers, Perth, Respondent.

HAVING heard Mr. F. S. Cross on behalf of the applicants and Mr. F. J. Binstead on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 4 of 1946 be and the same is hereby amended in the manner following:—

1. Notwithstanding anything contained in the Award, it is hereby ordered that during any period of shortage of power as supplied by the State Electricity Commission or any of its distributors and which prevents the

continuous operation of any electrically operated machine or appliance, any employer may employ any worker or workers who is or are affected during such hours as may be agreed upon between the employer and his worker or the majority of his workers concerned, under the following conditions:—

(a) The terms of such agreement shall immediately be communicated in writing by the employer to the Union concerned.

(b) Payment shall be at ordinary rates for the time actually worked.

(c) Such working hours may be worked from 11 p.m. on Sunday to midnight on the following Saturday inclusive and where the number of hours actually worked exceeds the number customarily worked on any ordinary working day or week the overtime provisions of such Award or Agreement shall apply.

2. Nothing in this order shall prejudice the rights of workers as prescribed in Awards or Industrial Agreements, where 30 hours or more per week have been worked, in respect of annual leave, sick leave or long service leave.

3. This order shall not be regarded as a precedent for any similar application in the future, or in any other way whatsoever.

4. This order shall apply from the 3rd day of February, 1949, and shall lapse automatically on the 25th day of February, 1949, unless extended by agreement.

5. Liberty is reserved to either party to apply at any time for a variation or rescission of this order.

Dated at Perth, this 9th day of February, 1949.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 392 of 1948.

Between Amalgamated Road Transport Union of Workers, Perth, Applicant, and Nestle and Anglo-Swiss Condensed Milk Co. (Australasia) Limited, Respondent.

HAVING heard Mr. O. E. Nilsson on behalf of the applicant and Mr. F. S. Cross on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 24A of 1946, as amended by Order Nod. 60 (33) of 1947, be and the same is hereby further amended in the manner following:—

Clause 4.—Wages.

Delete subclause (a) of this clause and insert the following in lieu thereof:—

	Margin Per Week. £ s. d.
(a) Adult Workers—	
Motor Drivers of Vehicles—	
Not exceeding 25 cwt.	1 3 0
Exceeding 25 cwt. and not exceeding 3 tons capacity	1 6 0
Exceeding 3 tons and not exceeding 4 tons capacity	1 10 0
For each additional ton or part thereof capacity, one shilling (1s.) per week extra.	

This amendment shall take effect as from the beginning of the first pay period commencing in January 1949.

Dated at Perth this 23rd day of December, 1948.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 17 of 1949.

Between Musgroves Ltd. and Others, Applicants, and The Perth Radio Trade Industrial Union of Workers, Respondent.

HAVING heard Mr. F. S. Cross on behalf of the applicants and Mr. B. D'Almeida on behalf of the respondent, and by consent the Court in pursuance of

the powers contained in section 92 of the Industrial Arbitration Act, 1912-1941, doth hereby order and declare that Award No. 12 of 1938 as amended be and the same is hereby further amended to include the following provisions:—

1. Notwithstanding anything contained in the Award, it is hereby ordered that during any period of shortage of power as supplied by the State Electricity Commission or any of its distributors and which prevents the continuous operation of any electrically operated machine or appliance, any employer may employ any worker or workers who is or are affected during such hours as may be agreed upon between the employer and his worker or the majority of his workers concerned, under the following conditions:—

(a) The terms of such agreement shall immediately be communicated in writing by the employer to the union concerned.

(b) Payment shall be at ordinary rates for the time actually worked.

(c) Such working hours may be worked from 11 p.m. on Sunday to midnight on the following Saturday and where the number of hours actually worked exceeds the number customarily worked on any ordinary working day or week the overtime provisions of such award or agreement shall apply.

2. Nothing in this Order shall prejudice the rights of workers as prescribed in Awards or Industrial Agreements, where 30 hours or more per week have been worked, in respect of annual leave, sick leave or long service leave.

3. This Order shall not be regarded as a precedent for any similar application in the future, or in any other way whatsoever.

4. This Order shall apply from the 3rd day of February, 1949, and shall lapse automatically on the 25th day of February, 1949, unless extended by agreement.

5. Liberty is reserved to either party to apply at any time for a variation or rescission of this Order.

Dated at Perth this 10th day of February, 1949.

By the Court,

[L.S.]

(Sgd.) E. A. DUNPHY,
President.

INDUSTRIAL AGREEMENT

No. 39 of 1948.

(Registered 29/9/48)

THIS Agreement made pursuant to the provisions of the Industrial Arbitration Act 1912-1941, of Western Australia, this 2nd day of September, 1948, between Coastal District Committee Amalgamated Engineering Association of Workers and State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicants, and The City of Perth Electricity and Gas Department, Respondent.

1.—Definitions.

In this Agreement, subject to the context:

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

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

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

"First-class Machinist" means a tradesman who is partly or wholly engaged in setting up and operating the following machines—lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine and grinding machine.

"Second-class Machinist" means an adult not engaged as a tradesman and who is not required to work from drawings or prints required to be scaled and/or measured from drawings or prints or to make precision measurements, but who is engaged in operating or in the setting up and operating of machines enumerated in the definition of "first-class machinist";

or who is engaged operating a key-seating machine, or a second-class brass finisher or as pipe fitter on low pressure work.

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

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

"Automotive Electrical Fitter" means a worker engaged in the manufacture and repair of the starting, lighting and ignition equipment of motor vehicles (including motor cycles).

"Electrical Fitter" means a worker employed in making, repairing, altering, assembling, testing, winding, or wiring, electrical machines, instruments, meters or other apparatus, other than wires leading thereto, but a worker whose duty consists of placing electrodes in "neon" tubes sealed by the worker shall not be deemed for that reason to be an electrical fitter. (See Clause 17 (a).)

"Battery Fitter" means a worker engaged in overhauling and repairing storage batteries.

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

"Linesman and/or Wireman" means a worker engaged (with or without labourers assisting) in erecting poles for electric wires, or erecting wire or cables on poles or over buildings or tying it or them to insulators, or joining or insulating it or them or doing any work on electric poles off the ground, or doing any other work in connection with wiring and fixing which does not require the possession of an installer's license under the regulations made pursuant to the Electricity Act, 1945. (See Clause 17 (b).)

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

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

"Meter Fixer" means a worker employed in the fixing and removing of meters, who, for the purpose of carrying out his work, is not required to possess an installer's license under the regulations made pursuant to the Electricity Act, 1945.

"Meter Tester—first grade" means a worker whose work consists of—

(a) Placing polyphase electricity meters in position and connecting them up to a supply for the purpose of testing their accuracy or registration in conjunction with a master meter or other checking device;

(b) Adjusting a regulating screw or other regulating device on the meter in order to secure uniformity of the speed of the meter under check with the checking device within the prescribed limits; and

(c) Noting or recording the speed of the meter under check.

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

"Rigger and Splicer" means a worker responsible for the erecting of tackle and who, amongst other duties, is required to splice wire rope.

"Jobbing and Making" means the making in metal of machinery and mechanical apparatus and of electrical machinery and apparatus and other metallic articles and the assembling thereof, and the repairing and maintenance and installation thereof.

"Casual Worker" means a worker employed for less than one week.

2.—Area.

This Agreement shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

3.—Term.

The term of this Agreement shall be for a period of three (3) years and thereafter until superseded or varied, subject to the right of either party to apply to the Court of Arbitration (State) at any time after the expiration of the first twelve (12) months and after the expiration of any subsequent period of twelve (12) months to vary or amend this Agreement.

4.—Contract of Service.

(a) Except as to casual workers and men employed on underground cable laying the employment is terminable on either side by one week's notice given on any day. But for the first fourteen (14) days of employment the hiring shall be from hour to hour and during this period an hour's notice or an hour's pay shall be sufficient. Notice shall not be necessary in the case of the duties and wages classifications of a worker being changed.

(b) The Department shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty except such absence from work is due to illness and comes within the provisions of Clause 16, or such absence is on account of holidays to which the worker is entitled under the provisions of the Agreement.

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

(d) The Department shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the Department's machinery, or any stoppage of work by any cause which the Department cannot reasonably prevent.

(e) Owing to the nature of the work, the Department shall be entitled to deduct payment for any day or portion of a day upon which a worker cannot reasonably be employed because of having worked six (6) or more hours overtime after 9 p.m. during the previous night, provided that the worker shall not receive a lesser amount than he would have earned in his ordinary employment.

5.—Wages.

(i) The minimum rates payable to workers shall be in accordance with the wages schedule hereinafter appearing.

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

6.—Structural Iron and Steel Works.

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

7.—Higher Duties.

Subject to paragraph (b) of Clause 8 of this Agreement, a worker engaged for more than half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ($\frac{1}{2}$) of one (1) day or shift he shall be paid the higher rate for the time so worked.

8.—Special Rates and Provisions.

- (a) i. Goggles, glasses and gloves, or other efficient substitutes therefor, shall be available for the personal use of any worker engaged in welding.
- ii. Every worker shall sign an acknowledgment on receipt thereof, and on leaving employment shall return same to the Department.

- iii. During the time the same are on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.
- iv. No worker shall lend another worker the goggles, glasses or gloves or substitutes issued to such first mentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.
- v. Before goggles, glasses and gloves or any such substitutes which have been used by a worker are re-issued by the Department to another worker they shall be effectively sterilised.

(b) A tradesman (not employed as a first-class welder, or an apprentice in his final year) who in addition to his employment as such is also required to do welding shall be entitled to receive one shilling (1s.) per day in addition to his ordinary rate of pay whilst so engaged.

(c) Men tarring timber and working in pole inspection gangs, using tar, shall be paid one shilling (1s.) per day extra.

(d) Linesmen in the City Maintenance Gang, while working on mains, maintenance or erection on steel poles within the area bounded by Spring Street, George Street, the railway line, Lord Street, Victoria Avenue, and the Swan River, shall be paid one shilling (1s.) per day extra.

(e) Leading Hand—

- i. Any tradesman placed in charge of three (3) or more other tradesmen or four (4) other workers shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his trade.
- ii. Any other workers placed in charge of four (4) or more other workers shall be paid two shillings and sixpence (2s. 6d.) per day above the minimum rate hereinbefore prescribed for his classification.

(f) Apprentices and junior workers shall be deemed to be included in the provisions of paragraph (a) of this clause.

(g) The Department shall provide reasonable washing and sanitary conveniences.

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

(i) Employees working with outside gangs shall be attached where possible to the gang nearest to his place of residence.

(j) A linesman working under the Agreement who after twenty (20) years service as a linesman or over fifty-five (55) years of age, and not able to perform his usual occupation as a linesman, and is engaged on work under this Agreement which provides a lesser rate of pay, shall retain his linesman's rate whilst so engaged.

This clause shall not apply to a casual worker.

(k) While driving earth boring machine and/or pole erecting tripod linesman's assistants will receive two shillings and sixpence (2s. 6d.) per day extra.

In consideration of the margins granted under the Wages Schedule herein, it is agreed that no special rates previously paid, other than the above, will be paid in future, such allowances having been taken into consideration in the fixation of the margins.

9.—Travelling Time.

When a worker is instructed to proceed on temporary duty from the place where he is then, or usually employed, the Department shall pay a proper allowance for all necessary meals, unless the worker was notified on the previous day, and shall pay all fares.

10.—Under Rate Workers.

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

11.—Hours.

- (a) i. Forty (40) hours, exclusive of Sunday work, shall constitute a week's work.
- (a) By agreement between the parties the week's work may be worked in five (5) days, exclusive of Saturday and Sunday.
- ii. No day's work shall exceed eight (8) hours.
- iii. The ordinary hours of work shall be between the hours of 7 a.m. and 5.30 p.m. except Saturday, when work shall finish at noon.
- (b) Meal interval shall not exceed one (1) hour.
- (c) By agreement between the Department and its workers, ordinary hours may be worked on the basis of eighty (80) hours per fortnight.

12.—Overtime.

(a) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter; all work done between 9 p.m. and 6 a.m. shall be paid double time rates.

(b) Except as provided in Clause 15 (a), work done on Sunday or holidays shall be paid for at double time rates, except in connection with repairs to the employer's machinery which has broken down and caused a stoppage of operation, when the rate of time and a half shall apply to the work done on such days.

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

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

(e) i. When a worker without being notified on the previous day is required to work after the usual knock-off time for more than one (1) hour, he shall be provided with any meal required, or shall be paid two shillings and sixpence (2s. 6d.) for the first meal and two shillings (2s.) for each subsequent meal.

ii. An employee working overtime shall be allowed a crib time of twenty (20) minutes without deduction of pay, after each four hours of overtime worked if the employee continues to work after such crib time.

iii. If an employee pursuant to notice has provided a meal and is not required to work overtime, or is required less than the amount required, he shall be paid as above prescribed for meals he has provided.

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

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

(h) Notwithstanding anything contained in this Agreement—

i. An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

ii. No organisation, party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

iii. This sub-clause shall remain in operation only until otherwise determined by the Court.

13.—Shift Work.

(a) The Department may, if it so desires, work its establishment on shifts, but before doing so, shall give notice of its intention to the unions.

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

the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

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

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

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

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

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

14.—Part-time Employment.

If necessary by reason of special circumstances, by agreement between the Department and the Unions, Clause 11 (Hours) may be varied to provide for a shorter working week for any or the whole of the workers at the rate of wages proportionate to the time so to be worked, without payment of casual rates or interference with the Contract of Service.

15.—Holidays.

(a) The following days, or the days observed in lieu shall, subject to Clause 12 (b) hereof, be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Show Day, Christmas Day and Boxing Day.

(b) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(c) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(d) If after one month's continuous service in any qualifying twelve monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(e) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining his right to annual leave.

(f) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to sub-clause (e) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(g) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(h) The provisions of this clause shall not apply to casual workers.

16.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service. Payment hereunder may be adjusted

at the end of each calendar year, or at the time the worker leaves the service of the Department, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. Payment for absence through such ill-health shall be limited to one week in each calendar year, provided that, if a worker be not absent from work owing to ill-health during any year, such sick leave may be carried forward to either of the next five (5) years, but so that no more than six (6) weeks' sick leave is paid for in any one (1) year.

This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

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

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

17.—Special Conditions.

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

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

(c) Notwithstanding anything contained in this Agreement, any person who at the date thereof was employed as a meter tester and was paid a rate of wages as for an electrical fitter shall be entitled, whilst he continues in the employment of the Department which employed him at that date, to the rate of wages prescribed by this Agreement for an electrical fitter.

(d) All tools required by linesmen and their assistants and meter fixers shall be supplied by the Department, except pliers which will be supplied only when employees are first engaged as linesmen or linesmen's assistants.

(e) All meter fixers to be supplied with tool bags.

(f) All employees party to this Agreement shall be supplied with two (2) pairs of overalls per year.

18.—Apprentices.

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

(b) Apprentices may be taken to—

Electrical Installing;
Scientific Instrument Making;
Electrical Fitting;
Fitting and/or Turning;
First-class Machining;
Automotive Electrical Fitting;
Motor Mechanics;
Blacksmithing;
Battery Fitting;

in the proportion of one (1) apprentice for every two (2) or fraction of two (2) tradesmen; provided that the fraction of two (2) shall not be less than one (1).

Provided further that if the Department is adequately equipped to teach apprentices it may, with the consent of the Industrial Registrar, take on new apprentices up to the proportion of one (1) to each journeyman employed.

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

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

19.—Junior Workers.

(a) Unapprenticed male juniors may be employed in all occupations for which apprenticeship is not provided, at the rates of wages as set out in the Second Schedule.

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

20.—University Students.

University students may be employed during their courses, and shall be paid the rate payable to apprentices in equivalent years.

21.—Representative Interviewing Workers.

An authorised representative of the Union may be permitted to interview the workers during working hours on obtaining the permission of the General Manager or his representative.

22.—Record.

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

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

23.—Membership of Unions.

All new employees joining the Department and employed under this Agreement shall, within fourteen (14) days, make an application to join one of the unions which are parties to this Agreement, except that this provision shall not apply to University students, or casual employees.

It is agreed that, in the event of any strike or similar action against any other employer, the unions party to this Agreement will not allow the Department's employees to be involved directly or indirectly in the withdrawal of their labour from the normal activities of the Department.

24.—Posting of Agreement.

The Department shall keep a copy of this Agreement placed in a conspicuous place in the workshop.

25.—Wages Schedule.

Basic Wage	£5 17s. 5d.		War	
	Margin.	Loading.	£ s. d.	s. d.
Pattern Maker	3	1	6	5
Toolmaker	2	16	6	10
Scientific Instrument Maker	2	16	6	10
Tradesman	2	7	6	6
Motor Mechanic	2	3	0	6
First Class Machinist	2	7	6	6
Second Class Machinist	1	11	0	4
Third Class Machinist	1	2	0	3
Electrical Fitter and/or Armature Winder	2	7	6	6
Meter Tester, First Grade	1	14	0	4
Meter Tester, Second Grade	1	8	0	3
Automotive Electrical Fitter	2	7	6	6
Electrical Fitter's Assistant		16	0	3
Installers	2	1	6	9
Cable Jointer	2	13	6	6
Linesman (and/or Wireman)	1	18	6	4

	Margin.		War Loading.	
	£ s. d.	s. d.	s. d.	s. d.
Meter Fixer	1	15	6	4
Battery Fitter	2	7	6	6
Battery Attendant		16	0	3
Process Worker		13	0	3
Linesman's Assistant		16	0	3
Patrolmen on Street Lighting	1	5	0	3
Blacksmith	2	7	6	6
Blacksmith's Striker		16	0	3
Riggers and Splicers on Buildings	1	3	6	3
Painters of Ironwork (other than coach painters and ship painters brush)		14	6	3
Painters as above using spray		16	0	3
Tradesman's Assistant		16	0	3

All employees working under this agreement and having three years' service with the Department, shall be paid a service grant of three (3) shillings per week extra.

Apprentices' Wages.	Per Cent. of Basic Wage.		War Loading per Week.	
	Per Cent.	Basic Wage.	Per Cent.	War Loading per Week.
First six (6) months	20%			9
Second six (6) months	25%			9
Second year	35%			1 0
Third year	55%			1 6
Fourth year	80%			2 3
Fifth year	95%			3 0

If the apprentice is 21 years or over at the commencement of his fifth year he is to get the full basic wage, and if he becomes 21 years of age during the course of his fifth year he is to get the full basic wage as from his birthday.

Junior Workers.	Per Cent. of Basic Wage
Under 16 years of age	25%
Between 16 and 17 years of age	35%
Between 17 and 18 years of age	45%
Between 18 and 19 years of age	60%
Between 19 and 20 years of age	75%
Between 20 and 21 years of age	90%

26.—Promotion.

Before any promotion to a vacancy shall be made, consideration as to the qualifications of each man shall be given. Any man who considers he has been overlooked shall have a personal interview with the Engineer. When an appointment is being made, a list shall be placed on the notice board showing the number of employees who have been considered and shall be signed by the Engineer who recommends the appointment.

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

(Sgd.) T. EDMONDSON,
General Manager.

Signed by General Manager of the City of Perth Electricity and Gas Department, on behalf of the City of Perth Municipal Council, in the presence of—
(Sgd.) P. Matthews.

(Sgd.) J. P. HAMENCE,
President.

(Sgd.) J. F. HARDIE,
Secretary.

Signed for and on behalf of the Coastal District Committee Amalgamated Engineering Union Association of Workers, in the presence of—
(Sgd.) R. Pater.

[L.S.]

(Sgd.) C. W. BROWN,
President.

(Sgd.) R. A. WEST,
Secretary.

Signed for and on behalf of the State Executive Australasian Society of Engineers' Industrial Association of Workers, in the presence of—
(Sgd.) B. Woodhouse.

[L.S.]

Apprenticeship Regulations.

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

(b) "Apprentice" means any person 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.

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

(d) "Department" means the City of Perth Electricity and Gas Department.

(e) "Minor" means a person not less than fourteen (14) years of age, and not more than eighteen (18) 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.

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

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

(b) No person under the age of fifteen (15) years shall be bound apprentice under this Agreement.

(c) No person over the age of eighteen (18) years shall enter into apprenticeship indentures under this Agreement.

3. Every apprentice shall be employed on probation for a period of three (3) 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 Agreement. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

4. (a) The Department when taking an apprentice on probation shall within fourteen (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, the Department 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 Department and the legal guardian of the boy, but not otherwise, he may become an apprentice under an Agreement.

5. The Department shall keep every apprentice 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 the Department 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 the Department.

6. The Department shall be deemed to undertake the duty which it agrees to perform as a duty enforceable under this Agreement.

Agreement of Apprenticeship.

7. (a) All agreements of apprenticeship shall be drawn up on the form of Agreement of Apprenticeship attached hereto and signed by the Department; the legal guardian of the apprentice; the apprentice; and the Registrar. Neither the Department, the guardian, nor the 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 (3) copies of each Agreement, of which one (1) copy shall be held by the Department, one (1) shall be held by the legal guardian of the apprentice, and one (1) copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one (1) month of the termination of the probationary period.

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

8. Every Agreement entered into by the Department and the legal guardian of the apprentice shall be for a period of five (5) years, but this period may be reduced in special circumstances with the approval of the Court.

9. 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 Department, and requiring the Department and apprentice to comply with the terms of the Industrial Agreement so far as they concern the apprentice;

(f) A condition that technical instruction of the apprentice, when available, shall be at the Department's expense, and shall be in the Department'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 Department's expense to enable such apprentice to reach the necessary standard.

(h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

(i) If the Department does not provide the necessary facilities for the apprentice to become proficient in his trade; or

(ii) Upon the application of the Department or the apprentice for good cause shown.

(b) The transfer of every Agreement shall be on a form approved by the Court, and shall be made out in quadruplicate and shall, unless the Court otherwise directs, be signed by the Department; the legal guardian of the apprentice; the apprentice; the Registrar; and the new employer. The transfer form shall be completed within two (2) months of the date on which the transfer is effected.

(c) One (1) copy of the transfer Agreement shall be held by the Department; one (1) shall be held by the new employer; one (1) shall be held by the legal guardian of the apprentice and one (1) shall be retained by the Registrar.

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

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

13. In the event of the Department being unable to provide work for the apprentice or to agree mutually 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.

Cancellation of Agreement.

14. Every agreement shall include a provision that it may be cancelled by mutual consent, by the Department and the legal guardian of the apprentice giving one (1)

month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

15. If the apprentice shall at any time be wilfully disobedient to the lawful orders of the Department, its 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 Department, with the consent of the Court, to discharge the apprentice from its service.

16. 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.

17. No apprentice employed under a registered Agreement shall be discharged by the Department for alleged misconduct until the registration of the Agreement of Apprenticeship has been cancelled by order of the Court on the application of the Department.

Provided, however, that an apprentice may be suspended for misconduct by the Department, but in any such case the Department 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.

Extension of Term.

18. Subject to Regulation 32. 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.

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

Technical Education Classes.

20. (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 twelve (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 Department.

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

(c) The period during which apprentices are to attend such technical school or classes, if any, shall be four (4) hours per week.

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

(ii) An apprentice entitled by National Security Regulation to be paid the full tradesman's rate, but who is not engaged on "munitions of war" work as defined by National Security Regulation No. 287 of 1940 as amended or replaced from time to time, shall, when absent from the workshop during working hours for the

purpose of attending Technical School Classes, only be paid for such portion of the time he is so absent as is represented by the proportion that the fifth-year apprenticeship rate, as prescribed by this Award, bears to his full tradesman's rate.

21. 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.

22. If the examiners or the industrial union concerned, or the Department 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.

23. 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 Department shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

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

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

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

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

25. (a) The examiners shall be persons skilled in the industry, one to be a representative nominated by the Department, and the other by the Unions. Failing such nomination or nominations the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners the matters 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 Department for each apprentice to learn; and to submit a report to the Court in writing as to the result of the examination within one (1) 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.

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

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

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

29. Upon the failure of an apprentice to pass two (2) consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the cancellation of the Apprenticeship Agreement, or such other remedial measures (e.g. 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.

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

Lost Time.

31. The Department shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Agreement, provided—

(a) Payment for such sickness shall not exceed a total of one (1) month in each year;

(b) Where the time lost through sickness exceeds three (3) consecutive working days the Department may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time lost through sickness within seven (7) days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding five shillings (5/-) to be borne by the Department.

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

32. The Department shall pay the apprentice in respect of time lost through compulsory military or naval training the amount by which the wages prescribed by the Industrial Agreement 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.

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

34. When an apprentice cannot be usefully employed because of a strike, the Department shall be relieved of its obligations under the Apprenticeship Agreement during the period of the strike.

Miscellaneous.

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

(i) a record of all apprentices and probationers placed with employer.

(ii) A record of the progress of each apprentice, recording the results of the examiners' reports.

(iii) any other particulars the Court may direct.

(b) These records shall be open to inspection by the Department and the Union of workers interested upon request.

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

37. 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 Department in regard to any of the abovementioned matters.

Forms.

Form "A."

To the Registrar, Arbitration Court, Perth:

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

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

(Signature of Employer.)

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

Form "B."

Certificate of Service.

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

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

(Signature of Employer.)

Form "C."

Certificate of Attendance at Technical School (Reg. 26 (b)).

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

(Signature of Principal.)

Form "D."

Certificate of Proficiency.

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

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

You have therefore passed (or failed) in the examination.

Registrar.

Form "E."

Final Certificate.

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

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

Registrar.

Examiners.

Form "F."

General Form of Apprenticeship Agreement.

(Recommended.)

THIS AGREEMENT, made this.....day of....., 19.... between....., of..... (address)..... (occupation) (hereinafter called "the Department") 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 Department as its 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 Department as follows:—

(a) That the apprentice shall and will truly and faithfully serve the Department 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 Department, its managers, foremen and overseers, and will not during the apprenticeship, without the consent in writing of the Department, sell any goods which the Department makes, or employ himself in the service of any other person or company in any work, or do any work which the Department undertakes, other than for the Department, and will not absent himself from the Department'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 Department.

3. The Department, for itself and its assigns, hereby covenants with the apprentice as follows:—

(a) That the Department will accept the apprentice as its apprentice during the said term, and will during the said term, by the best means in its 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 Department and shall be in the Department'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 Department's expense to enable the apprentice to reach the necessary standard.

(d) That the Department 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 Department and parent (or guardian) giving one (1) 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 Agreement.

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.....

Signature of Guardian.

In the presence of—

And by the said.....

Signature of Apprentice.

And by.....
for and on behalf of the said
City of Perth Electricity and
Gas Department—

Signature of Employer.

In the presence of—

Noted and registered this.....day of....., 19....

Registrar.

THE ASSOCIATIONS INCORPORATION ACT, 1895.

I, ALBERT MICHAEL BULLER, of Bruce Rock, Farmer, Trustee of or person hereunto authorised by The Bruce Rock District Club do hereby give notice that I am desirous that such Club should be incorporated under the provisions of The Associations Incorporation Act, 1895.

A. M. BULLER.

The following is a copy of the memorial intended to be filed in the Supreme Court under the said Act.

Memorial of The Bruce Rock District Club filed in pursuance of The Associations Incorporation Act, 1895.

1. Name of the Institution—The Bruce Rock District Club.

2. Objects or purposes of the Institution—(i) To establish, maintain and conduct a club of non-political character for the accommodation of the members of the club and their friends and to provide a club house and other conveniences and generally to afford to members and their friends all the usual privileges, advantages, conveniences and accommodation of a club; (ii) to borrow or raise or secure the payment of money in such manner as the members think fit and in particular by the issue of debentures charged upon all or any of the club property (both present and future) and to redeem or pay off any such securities; (iii) to sell or dispose of any part of the assets of the club; (iv) to draw, make, accept, endorse and issue negotiable securities or instruments of whatsoever kind or nature; (v) to apply for and obtain and renew from time to time a certificate of registration under The Licensing Act 1911-1939; (vi) to do all other things incidental or conducive to the attainment of the above objects.

3. Where situated or established—Bruce Rock.

4. The name or names of the trustee or trustees—Albert Michael Buller, of Bruce Rock, Farmer, and William Finkelstein, of Shackleton, Farmer.

5. In whom the management of the Institution is vested and by what means—A Committee elected annually by the constitution.

ASSOCIATIONS INCORPORATION ACT, 1895.

I, LAURIE THEOFILER DAVIES, of York, Trustee of or person hereunto authorised by York Trotting Club Incorporated, do hereby give notice that I am desirous that such Club should be incorporated under the provisions of the Associations Incorporation Act, 1895.

L. T. DAVIES.

The following is a copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act:—

Memorial of York Trotting Club filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—York Trotting Club Incorporated.

2. Object or purpose of the Institution—To encourage and promote the breeding and racing of trotting and pacing horses; to establish and maintain and improve a course for conducting race meetings; to cooperate with any public or local authority for such purposes; to arrange and conduct race meetings as aforesaid and/or gymkhanas and sports meetings in Western Australia and in the town of York.

3. Where situated or established—York Chronicle Office Buildings, South Street, York.

4. Name or names of the trustee or trustees—Laurie Theofler Davies, York, President of the said Club and Henry Gordon Wake, York, Secretary of the said Club.

5. In whom the management of the Institution is vested, and by what means (whether by deed, settlement or otherwise)—The management of the Institution is vested in a Committee consisting of a President, two Vice-presidents and 12 other members all to be elected at each annual general meeting in accordance with the rules and regulations of the Institution.

H. L. Evans, of York, Solicitor for York Trotting Club.

I, ALMA HEATHER GUY, of 138 Adelaide Terrace, Perth, in the State of Western Australia, Architectural Draftswoman, one of the Trustees of The Theatre Council of W.A. do hereby give notice that I am desirous that such Association should be incorporated under the provisions of the Associations Incorporation Act, 1895.

A. HEATHER GUY.

The following is a true copy of the Memorial intended to be filed in the Supreme Court under the provisions of the said Act.

In the matter of the Associations Incorporation Act, 1895.

Memorial of The Theatre Council of W.A. filed in pursuance of the Associations Incorporation Act, 1895.

1. Name of the Institution—The Theatre Council of W.A.

2. Object or purpose of the Institution—To promote and encourage the performance of drama and amateur theatricals in Western Australia and particularly the holding of Drama Festivals.

3. Where situated or established—104 St. George's Terrace, Perth.

4. The names of the Trustees—Kirke Hearder, Alma Heather Guy.

5. In whom the management of the Institution is vested and by what means (whether by deed, settlement or otherwise)—In a committee of management to be elected at an annual general meeting pursuant to the rules of the Association.

THE PARTNERSHIP ACT, 1895.

NOTICE is hereby given that the Partnership heretofore subsisting between Arthur Gilbert Hobbs and Gilbert Frederick Hobbs in the business of Bakers at Katanning under the style or firm name of "Hobbs & Son" has been dissolved by mutual consent as from the first day of August, 1948, and as from that date the said business shall be carried on by the said Arthur Gilbert Hobbs who shall alone be entitled to receive the assets of the said firm and be responsible for the debts and liabilities thereof.

Dated this 25th day of January, 1949.

A. G. HOBBS.

Freeth & Le Fanu, Solicitors, Katanning.

THE PARTNERSHIP ACT, 1895.

Notice of Dissolution of Partnership.

I, CARLISLE COOK, of Kellerberrin, in the State of Western Australia, do hereby give notice that the Partnership, heretofore subsisting between myself the said Carlisle Cook and Arnold Alan John Cook, of Kellerberrin, aforesaid, in respect of the Motion Picture

Theatre business carried on at Kellerberrin aforesaid in premises known as the "Regent Theatre" has been dissolved as from the 17th day of March, 1949, from which date onwards the said Motion Picture business is being solely conducted by the said Arnold Alan John Cook.

All accounts due to the said business are to be paid to the said Arnold Alan John Cook whose receipt will be a sufficient discharge therefor.

Dated this 17th day of March, 1949.

Signed by the said Carlisle Cook in the presence of—

C. COOK.

H. B. Moloney,
Solicitor,
Kellerberrin.

A. COOK.

Signed by the said Arnold Alan John Cook in the presence of—

H. B. Moloney,
Solicitor,
Kellerberrin.

THE PARTNERSHIP ACT, 1895.

NOTICE is hereby given that the Partnership heretofore subsisting between Frank Rosman, of 263 Hay Street, Subiaco, and Hector Marshall Brosnan, of Ardath Hotel, Ardath, carrying on business as Publicans at Ardath Hotel, under the style or business name of "Ardath Hotel," has been dissolved as from the 15th day of March, 1949, when the said Hector Marshall Brosnan retired from the Partnership.

The said Frank Rosman will continue to carry on the said business under the same business name and will be responsible for the liabilities and engagements thereof.

Dated the 17th day of March, 1949.

H. M. BROSNAN.

F. ROSMAN.

Signed by each of the said Frank Rosman and Hector Marshall Brosnan in the presence of—

H. Pericles, Commissioner for Declarations.

H. T. Stables, T. & G. Building, 37 St. George's Terrace, Perth, Solicitor for the said Frank Rosman.

DISSOLUTION OF PARTNERSHIP.

NOTICE is hereby given that the Partnership hitherto subsisting between the undersigned Duncan Watson, Charles Harold Warman and Richard Alexander Pascoe in the business of Ironfounders, Engineers and Machinery Agents formerly carried on by them at Kalgoorlie under the firm name or style of "Engineering Service Company" was dissolved by mutual consent on the 30th day of June, 1948, the said Richard Alexander Pascoe retiring from the business which from that date has been and will in future be carried on by the said Duncan Watson and Charles Harold Warman in partnership under the same firm name or style.

All debts due to and owing by the said late Partnership will be received and paid respectively by the said Duncan Watson and Charles Harold Warman.

Dated the 17th day of March, 1949.

(Sgd.) D. WATSON.

Signed by the said Duncan Watson in the presence of—

(Sgd.) H. D. S. Macoboy,
Solicitor, Kalgoorlie.

(Sgd.) C. H. WARMAN.

Signed by the said Charles Harold Warman in the presence of—

(Sgd.) H. D. S. Macoboy.

(Sgd.) R. A. PASCOE.

Signed by the said Richard Alexander Pascoe in the presence of—

(Sgd.) Gresly Clarkson,
Solicitor, Kalgoorlie.

Cowle & Macoboy, Kalgoorlie, Solicitors for the continuing partners; Stables & Clarkson, Kalgoorlie, Solicitors for the retiring partner.

COMPANIES ACT, 1943-1947.

Notice of Increase in Share Capital beyond the Registered Capital.

Pursuant to Section 66.

Harris, Scarfe and Sandovers Limited.

1. HARRIS, SCARFE and SANDOVERS LIMITED hereby gives notice that by a resolution of the Company passed on the 1st day of March, 1949, the nominal share capital of the Company was increased by the addition thereto of the sum of one hundred and fifty thousand pounds divided into two hundred thousand shares of fifteen shillings each beyond the registered capital of four hundred thousand pounds.

2. The additional capital is divided as follows:—
Number of Shares—200,000; Class of Shares—Ordinary; Nominal Amount of Each Share—15s.

3. The conditions (e.g., voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are as follows:—

The new shares shall rank in all respects *pari passu* with the existing ordinary shares of the Company.

4. The rights attached to the preference shares or to each class of preference shares forming part of the original or increased capital of the Company are:—

(a) "A" cumulative preference shares are entitled to—(i) a cumulative preferential dividend of five pounds ten shillings per centum per annum on the amount paid up on such shares *pari passu* with a similar dividend up to six pounds per centum per annum on the amount paid up on "B" cumulative and participating preference shares, but in preference to any other dividend; (ii) payment of arrears of dividend and of preferential dividends not declared for any year, including the period intervening between the last financial year and the commencement of a winding-up before any dividend is paid to holders of ordinary shares; (iii) repayment of capital on a winding-up *pari passu* with the "B" cumulative and participating preference shares, but in priority to the ordinary shareholders.

(b) "B" cumulative and participating preference shares are entitled to—(i) a cumulative preferential dividend of six pounds per centum per annum on the amount paid up on such shares *pari passu* with a dividend of five pounds ten shillings per centum per annum on the amount paid up on "A" cumulative preference shares, but in preference to any other dividend; (ii) payment of arrears of dividends actually declared and a dividend equal to the aggregate of any dividends not declared in previous years to six pounds per centum per annum before any dividend in any year is paid to shareholders of ordinary shares; (iii) repayment on a winding-up *pari passu* with the "A" cumulative preference shares, but in priority to the ordinary shareholders.

(c) The holders of the "A" cumulative preference shares and of the "B" cumulative and participating preference shares also have rights *pari passu* with each other, annually after provision for payment of arrears and of dividends for any year of five pounds ten shillings per centum per annum on the amount paid up on the "A" cumulative preference shares and six pounds per centum on the "B" cumulative and participating preference shares, and of seven pounds per centum per annum on the amount paid up on the ordinary shares to a further dividend equal to ten shillings per centum per annum if the dividend declared in respect of the ordinary shares shall be eight pounds per centum per annum, and to a further dividend at the rate of five shillings per centum per annum for every one pound per centum dividend declared on ordinary shares in excess of eight pounds per centum per annum up to twelve pounds per centum.

(d) "C" cumulative preference shares have the following rights:—(i) The right to a cumulative preferential dividend at the rate of five pounds per centum per annum on the capital for the time being paid up thereon, such dividend ranking for payment next after the cumulative preferential dividend of five pounds ten shillings per centum per annum, payable on the capital for the time being paid up on the "A" cumulative preference shares of the Company (and arrears thereof, whether declared or undeclared) and the cumulative preference dividend of six pounds per centum per annum payable on the capital for the time being paid up on the "B" cumulative and participating preference shares of the Company

(and arrears thereof, whether declared or undeclared) but in priority to any dividend paid to the holders of ordinary shares. (ii) The right to payment of arrears of dividend actually declared and a dividend equal to the aggregate of dividends not declared in previous years before any dividend in any year is paid to the holders of ordinary shares. (iii) The right in a winding up to have the capital paid up on such preference shares and all arrears of dividend, whether declared or undeclared, up to the commencement of the winding up paid off next after the amounts payable in such winding up to the holders of "A" cumulative preference shares and "B" cumulative and participating preference shares, but in priority to all payments to the holders of ordinary shares.

(e) A member holding only preference shares is not entitled to notice of or to be present or vote at any meeting of the Company, except in the circumstances detailed in Articles 41 and 126 of the Company's Articles of Association.

Dated this 15th day of March, 1949.

C. G. HAMMOND,
Secretary.

This notice was filed by Howard Vincent Reilly, of the firm of Dwyer & Thomas, National House, 49 William Street, Perth, Solicitor for the Company.

THE COMPANIES ACT, 1943-1947.

NOTICE is hereby given that the Registered Office of H. W. Newing Pty. Ltd. is situated at 234 Havelock Street, West Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 1 p.m. and 2 p.m. to 4 p.m. on Monday to Friday (public holidays excepted).

Dated this 16th day of March, 1949.

H. W. NEWING,
Director.

COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office and of the Days and Hours during which such office is Accessible to the Public.

W.A.B. Pty. Ltd.

NOTICE is hereby given that the Registered Office of W.A.B. Pty. Ltd. is situated at 23 Barrack Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. on Tuesdays and Thursdays.

Dated the 15th day of March, 1949.

Villeneuve Smith, Keall, Hatfield, Solicitors for the above Company.

THE COMPANIES ACT, 1943-1947.

NOTICE is hereby given that the Registered Office of S. W. Godden Pty. Ltd. is situated at 220 Havelock Street, West Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 1 p.m. and 2 p.m. to 4 p.m. Monday to Friday (public holidays excepted).

Dated this 16th day of March, 1949.

S. W. GODDEN,
Director.

COMPANIES ACT, 1943-1947.

Section 99 (3) and (4).

Notice of Change in Situation of Registered Office and the Days and Hours such Office is Accessible to the public.

NOTICE is hereby given that the Registered Office of Glacier Refrigerator (Pty.) Ltd. was on the 18th day of March, 1949, changed to and is now situated at No. 1 South Street, South Fremantle, Western Australia, and the days and hours during which the Registered Office of the said company is accessible to the public are from 9 a.m. to 1 p.m. and from 2 p.m. to 4.30 p.m. from Monday to Friday.

Dated this 23rd day of March, 1949.

H. W. HALLIGAN,
Secretary.

COMPANIES ACT, 1943-1947.

Geraldton Exports Limited in Liquidation.

NOTICE is hereby given that a final meeting of the shareholders of the above Company will be held at 73 Marine Terrace, Geraldton, on Wednesday, 11th May, 1949, at 4 p.m.

Business—To receive Liquidator's Accounts and any explanations required thereon.

E. L. WILSON,
Liquidator.

COMPANIES ACT, 1943-1947.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is accessible to the Public.

Standard Crate Exchange Ltd.

To the Registrar of Companies:

NOTICE is hereby given that the Registered Office of Standard Crate Exchange Ltd. is situated at the office of Messrs. McLaren & Stewart, 101 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. (Saturdays, Sundays and public holidays excepted.)

Dated the 28th day of February, 1949.

G. BLOOMFIELD,
Director.

Villeneuve Smith, Keall, and Hatfield, 23 Barrack Street, Perth, Solicitors for the Company.

THE COMPANIES ACT, 1943-1947.

D. W. Custer Pty. Limited.
(Incorporated in New South Wales)
Notice of Office.

To the Registrar of Titles, Perth:

D. W. CUSTER PTY. LIMITED hereby gives notice that the Registered Office of the Company is situated at 363 Murray Street, Perth, and that the hours during which such office is accessible to the public are as follows:—9 a.m. to 5 p.m. Mondays to Fridays inclusive.

J. WATSON,
Attorney in Western Australia.

Stone, James & Co., Solicitors, 47 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.

Notice of Office.

Universal Trading Company Pty. Limited.
(Incorporated in New South Wales.)

UNIVERSAL TRADING COMPANY PTY. LIMITED hereby gives notice that the Registered Office of the Company is situated at Railway Parade, East Cannington, and that the days and hours during which such office is accessible to the public are:—9 a.m. to 5 p.m. Mondays to Fridays inclusive.

Dated the 4th day of March, 1949.

H. P. DAVIS,
Agent in Western Australia.

Stone, James & Co., 47 St. George's Terrace, Perth, Solicitors and Agents for the said Company.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Herbert William Jackson, late of 101 Carr Street, West Perth, in the State of Western Australia, Retired Farmer, deceased.

ALL claims or demands against the estate of the above named deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 25th day of April, 1949, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands so sent in.

Dated the 22nd day of March, 1949.

FRANK ACKLAND,
of Padbury Buildings, Forrest Place,
Perth, Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of William James Spencer, late of 57 King George Street, Victoria Park, in the State of Western Australia, Steel Works Manager, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are required to forward particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 25th day of April, 1949, after which date the Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated this 22nd day of March, 1949.

OLNEY & NEVILLE,
C.M.L. Building, St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Nikola Ravlich, late of Rockingham Road, Spearwood, in the State of Western Australia, Market Gardener and Butcher, deceased, intestate.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of the abovenamed deceased are hereby requested to send particulars thereof in writing to the Administrators, Arthur Sidney Hardwick, William Elgee Slatery and Clifford Benjamin Gibson, of Victoria House, 98-102 St. George's Terrace, Perth, on or before the 25th day of April, 1949, after which date the said Administrators will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to those claims and demands of which they shall then have had notice.

Dated the 21st day of March, 1949.

HARDWICK, SLATTERY & GIBSON,
of Bank of Adelaide Chambers,
Fremantle, Solicitors for the
Administrators.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 25th day of April, 1949, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 23rd day of March, 1949.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
A.N.A. House, 44 St. George's Terrace,
Perth, W.A.

Name, Occupation, Address, Date of Death.

Osborn, Sydney Harry; Pensioner; late of South Caroling via Danging; 11/11/49.

Williams, Helene Blanche; Widow; formerly of 68 Spencer Street, Bunbury, but late of 175 South Terrace, South Perth; 30/12/48.

England, Alfred Wheatley; Retired Farmer; formerly of Bullsbrook, but late of Lower Kalgan, via Albany; 21/12/48.

THE W.A. INDUSTRIAL GAZETTE.

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(Published Quarterly.)

THE Annual Subscription to the above is Seven shillings and sixpence and the charge for a single copy Two shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

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NOTICE.

THE GOVERNMENT GAZETTE.

The *Government Gazette* is published on Friday in each week, unless interfered with by Public Holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The Subscription to the *Government Gazette* is as follows:—30s. per annum, 17s. 6d. per half year, and 10s. per quarter, including postage. Single copies, 9d.; previous years, up to ten years, 1s. 6d.; over ten years, 2s. 6d.; postage, 1d. extra.

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