



# VICTORIA GOVERNMENT GAZETTE

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[1910.]

Factories and Shops Acts (Act 2241, Section 31).

## FORM OF INDENTURE PRESCRIBED BY THE CARRIAGE BOARD.

**T**HIS indenture made the \_\_\_\_\_ day of \_\_\_\_\_ (hereinafter called the said apprentice) of the first part; and the \_\_\_\_\_ of the said apprentice of the second part; and the \_\_\_\_\_ (hereinafter called the said master, for himself his executors administrators and assigns) of \_\_\_\_\_ in the \_\_\_\_\_ carrying on the process trade or business of\* \_\_\_\_\_ of the third part.

Witnesseth that the said apprentice by and with the consent of the said \_\_\_\_\_ testified by his being a party to and executing these presents doth put and bind himself apprentice with and to the said master his executors administrators and assigns to serve him as an apprentice from the date of these presents until the full end and term of \_\_\_\_\_ years to be fully complete and ended & learnt in connexion with the business of the master aforesaid.

And they the said apprentice and \_\_\_\_\_ covenant with the said master that he the said apprentice shall and will during the said term (unless the master shall remove his business from \_\_\_\_\_ to some place beyond the radius of \_\_\_\_\_ miles from his present place of business in which case the apprentice may if he so elect claim to have his indenture assigned to some other master within the radius or if there be none such to be released from these presents) well and faithfully serve the said master as an apprentice in connexion with the business of the master aforesaid and his lawful commands willingly obey and shall also willingly obey the lawful orders and commands of such of the representatives of the said master as he the said apprentice shall be placed under in the said business or as the said master shall specify or require and shall not do or commit nor suffer to be done or committed any waste damage or other injury to the property or goods of the said master or any firm or company of which he may be a member or lend them to any person without the consent of the said master and shall not unlawfully absent himself from the service of the said master during business hours and shall not by word or action induce other apprentices to disobedience: And they the said apprentice further covenant that the said apprentice shall be supplied and kept supplied by the said \_\_\_\_\_ at his own expense with the necessary tools usually provided by the workman.

In consideration whereof the said master doth hereby covenant with the said \_\_\_\_\_ and also with the said apprentice that he the said master will take and receive the said apprentice as his apprentice during the said term and to the best of his power knowledge and ability teach

and instruct or cause to be taught and instructed the said apprentice in the \_\_\_\_\_ aforesaid and in all things incident or relating thereto and in such manner as he the master now does or shall hereafter use or practise the same and will pay to the said apprentice (during such time as he shall actually perform his said services) during the said term wages at the rate following (that is to say):—

During the currency of this indenture—

1st year at the rate of \$	per week of 48 hours
2nd " " "	48 "
3rd " " "	48 "
4th " " "	48 "
5th " " "	48 "

and will also pay to the said apprentice such further rate or rates for overtime worked as may be fixed by the determination of the Carriage Board. Provided always and it is hereby agreed that the said apprentice shall not be paid for any time he shall be absent from his said duties through his own wilful default and neglect or through illness or through absents himself from his said master's service without leave or licence and also provided that the said apprentice shall not be entitled to a higher rate of pay until he has actually worked for a period of 12 months at the next preceding rate. In computing the period of 12 months all time worked as overtime shall be allowed as a set-off against any absence during the said period.

Provided also and it is hereby further agreed that if the said apprentice shall at any time during the said term wilfully disobey the lawful and reasonable commands of the said master or without the leave or the licence of the said master shall absent himself from the service of the said master during business hours as fixed by the determination of the said Special Board (if any) or shall fail to work such reasonable overtime as the exigencies of the business may require and the law permits or shall habitually neglect his duties or fail to perform the same or shall otherwise grossly misconduct himself it shall be lawful for the said master to discharge the said apprentice on obtaining the consent thereto of any Justice of the Peace if not previously arranged by mutual consent but nothing in this proviso shall be taken to prevent resort being had in the case of any difference arising between the said master and the said apprentice to the provisions of section 14 of the *Master and Apprentice Act 1890* or any statutory modification of such section.

Provided also and it is hereby further agreed and declared that if at any time during the said term the said master shall die or cease to carry on the business aforesaid in all its branches as now carried on by him either altogether or within a radius of \_\_\_\_\_ miles from his present place of business at \_\_\_\_\_ then in such case the said master or his executors administrators or assigns or one of them will within one month

thereafter find and provide some other master or masters carrying on the business aforesaid in all its branches within such radius if any there be or if there be none such if the apprentice so require to some master carrying on business beyond that radius and will assign and transfer at their own expense and cost the said apprentice to such master or masters upon and subject to the same or the like conditions and stipulations as are hereinbefore provided.

These presents shall be handed over to the said apprentice on the completion of the term of service herein with a certificate of the apprentice's due service indorsed thereon.

And for the true performance of all and every of the said covenants and agreements each of the said parties bindeth himself to the other by these presents.

Signed sealed and delivered by the said—

Employer— (L.S.) Witness—

Apprentice— (L.S.) Witness—

Father or Guardian— (L.S.) Witness—

This is the form of indenture of apprenticeship prescribed by the Carriage Board.

L. F. S. ROBINSON,  
Chairman of the Carriage Board,  
12th September, 1910.

Approved—

J. MURRAY,  
Minister of Labour.  
17th September, 1910.

\* Here insert the description of the process trade or business carried on by the master.

† Here insert the particular branch or branches of the process trade or business of the master to which the apprentice is to be bound. Such branches may be—bodymaking, smithing, wheelwrighting, wheeling, painting, trimming, spring-making, spring-fitting, wheel-making, axle smithing, axle turning, axle fitting.

‡ Here insert the name of the party of the second part above referred to.

§ The rates to be inserted should be according to the apprentice's previous experience (if any) and to the rates provided by the latest determination of the Carriage Board.

|| Strike out if not applicable owing to previous experience.

Factories and Shops Acts (Act 2241, Section 31).

#### FORM OF INDENTURE PRESCRIBED BY THE PAINTERS BOARD.

THIS indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between \_\_\_\_\_ (hereinafter called the said apprentice) of the first part; \_\_\_\_\_ of the said apprentice of the second part; and \_\_\_\_\_ (hereinafter called the said employer, for himself his executors administrators and assigns) of the third part of \_\_\_\_\_ in the \_\_\_\_\_ carrying on the process trade or business of\* \_\_\_\_\_

Witnesseth that the said apprentice by and with the consent of the said \_\_\_\_\_ testified by his being a party to and executing these presents doth put and bind himself apprentice with and to the said employer his executors administrators and assigns to serve him as an apprentice from the date of these presents until the full end and term of \_\_\_\_\_ years to be fully complete and ended to learn the process trade or business of a painter† as defined in the schedule to this indenture.

And they the said apprentice and \_\_\_\_\_ covenant with the said employer that he the said apprentice shall and will during the said term (unless the employer shall remove his business from \_\_\_\_\_ to some place beyond the radius of three miles from his present place of business in which case the apprentice may if he so elect claim to have his indenture assigned to some other employer within the radius or if there be none such to be released from these presents) well and faithfully serve the said employer as an apprentice in the process trade or business of a painter‡ aforesaid and his lawful commands willingly obey and shall also willingly obey the lawful orders and commands of such of the representatives of the said employer as he the said apprentice shall be placed under in the said business or as the said employer shall specify or require

and shall not do or commit nor suffer to be done or committed any waste damage or other injury to the property or goods of the said employer or any firm or company of which he may be a member or lend them to any person without the consent of the said employer and shall not unlawfully absent himself from the service of the said employer during business hours and shall not by word or action induce other apprentices to disobedience:

In consideration whereof the said employer doth hereby covenant with the said \_\_\_\_\_ and also with the said apprentice that he the said employer will take and receive the said apprentice as his apprentice during the said term and to the best of his power knowledge and ability teach and instruct or cause to be taught and instructed the said apprentice in the process trade or business of a painter§ as defined in the schedule to this indenture and will pay to the said apprentice (during such time as he shall actually perform his said services) during the said term wages at the rate following (that is to say) :—

During the currency of this indenture—

	s.	d.	per week of	hours
1st year at the rate of \$				
2nd " " "				
3rd " " "				
4th " " "			44	"
5th " " "			44	"
6th " " "			44	"

and will also pay to the said apprentice such further rate or rates for overtime worked as may be fixed by the determination of the Painters Board. Provided always and it is hereby agreed that the said apprentice shall not be paid for any time he shall be absent from his said duties through his own wilful default and neglect or through illness or through absenting himself from his said employer's service without leave or licence and also provided that the said apprentice shall not be entitled to a higher rate of pay until he has actually worked for a period of 12 months at the next preceding rate. In computing the period of 12 months all time worked as overtime shall be allowed as a set-off against any absence during the said period.

Provided also and it is hereby further agreed that if the said apprentice shall at any time during the said term wilfully disobey the lawful and reasonable commands of the said employer or without the leave or the licence of the said employer shall absent himself from the service of the said employer during business hours as fixed by the determination of the said Special Board or shall fail to work such reasonable overtime as the exigencies of the business may require and the law permits or shall habitually neglect his duties or fail to perform the same or shall otherwise grossly misconduct himself it shall be lawful for the said employer to discharge the said apprentice on obtaining the consent thereto of any Justice of the Peace if not previously arranged by mutual consent but nothing in this proviso shall be taken to prevent resort being had in the case of any difference arising between the said employer and the said apprentice to the provisions of section 14 of the *Master and Apprentice Act 1890* or any statutory modification of such section.

Provided also and it is hereby further agreed and declared that if at any time during the said term the said employer shall die or cease to carry on the business aforesaid as now carried on by him within a radius of three miles from his present place of business at \_\_\_\_\_ then in such case the said employer or his executors administrators or assigns or one of them will within one month thereafter find and provide some other employer or employers carrying on the business aforesaid within such radius if any there be or if there be none such if the apprentice so require to some employer carrying on business beyond that radius and will assign and transfer at their own expense and cost the said apprentice to such employer or employers upon and subject to the same or the like conditions and stipulations as are hereinbefore provided.

Provided always that in the event of the said employer from any cause whatever being unable to find work for the said apprentice he may transfer such apprentice (with the consent of the Chief Inspector of Factories) for a period not exceeding three months to some other employer or employers carrying on the business aforesaid within a reasonable distance of the original employer's place of business such original employer being held responsible for the due performance of all obligations imposed by this indenture.

The said employer shall provide all tools necessary to enable the said apprentice during the term of this indenture to perform his work.

These presents shall be handed over to the said apprentice on the completion of the term of service herein with a certificate of the apprentice's due service indorsed thereon.

And for the true performance of all and every of the said covenants and agreements each of the said parties bindeth himself to the other by these presents.

Signed sealed and delivered by the said—

Employer—  
(L.S.) Witness—  
Apprentice—  
(L.S.) Witness—  
Father or Guardian—  
(L.S.) Witness—

#### SCHEDULE.

##### Definition of a Painter and Paperhanger.

**Painter.**—The art and craft of a painter shall include proficiency in the theory and practice of the following branches, viz.:—

The stripping, stopping, filling, and preparing of all classes of wood, plaster, or other surfaces for painting, paperhanging, or distempering. The mixing and use of all kinds of painting and distempering materials. The elements of the theory of colour. The management and proper use of brushes and other tools of trade. The proper execution of all kinds of plain painting, flatting, enamelling, varnishing, and distempering. The tinting of cornices, &c., and simple forms of lining, stencilling, and gilding.

**Paperhanger.**—The art and craft of a paperhanger shall include proficiency in the theory and practice of the following branches, viz.:—

The characteristics and peculiarities of different classes of paperhangings, and the proper method of handling each. The preparation of paste and other adhesive materials. The stripping, stopping, and preparation of plaster and other surfaces for papering. The preparation and use of distempering materials. The trimming, by means of scissors and knife, of all classes of paperhangings, and the clean and accurate fixing of the same. The setting out, centering, and proper spacing of ceilings, walls, and dados.

This is the form of indenture of apprenticeship prescribed by the Painters Board.

P. J. DWYER, P.M.,  
Chairman of the Painters Board,  
7th September, 1910.

Approved—

J. MURRAY,  
Minister of Labour.

17th September, 1910.

#### FORM OF TRANSFER IN CASE OF EMPLOYER'S DEATH OR HIS CEASING TO CARRY ON BUSINESS.

The obligations and stipulations imposed by the within indenture signed on the \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_, on \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_ [therein called "the said employer of the third part"] are hereby accepted by \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_ who from the date of signing this transfer contracts to duly perform the same and [alluded to in such indenture as "the said apprentice of the first part"] agrees to serve the said \_\_\_\_\_ in the manner and subject to the stipulations imposed therein as if the said \_\_\_\_\_ were the employer described in such indenture.

Signed sealed and delivered on the \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 19\_\_\_\_ by the said—  
Employer to whom Apprentice  
is transferred—

(L.S.) Witness—  
Apprentice—  
(L.S.) Witness—  
Father or Guardian—  
(L.S.) Witness—  
Original Employer his Exec-  
utors Administrators or  
Assigns—  
(L.S.) Witness—

\* Here insert the nature of the business carried on by the employer.

+ Here insert whatever other branch (if any) the apprentice is to learn.

‡ Here insert whatever other branch (if any) is to be taught.

§ The rates to be inserted should be according to the apprentice's previous experience (if any) and should be based upon the scale fixed by the latest determination of the Painters Board.

|| Strike out if not applicable owing to previous experience.

\*\* Address.

#### Insolvency Notice.

In the Court of Insolvency, Southern District, at Colac.

**NOTICE** is hereby given that the estate of Alexander McKenzie, of Colac, grazier, has been sequestrated, and that a general meeting of creditors in the said estate will be holden at the Insolvency Court Offices, at Court House, Colac, on Saturday, the 1st day of October, A.D. 1910, at the hour of half-past Ten o'clock in the forenoon, for the election of trustees and for the other purposes mentioned in the 53rd section of the *Insolvency Act 1890*.

Dated at Colac this 20th day of September, A.D. 1910.

F. J. SAUER,  
Chief Clerk.

#### Mining Notices.

##### JUBILEE CONSOLIDATED GOLD MINES SYNDICATE NO LIABILITY.

**NOTICE** is hereby given that an Extraordinary General Meeting of Shareholders in the above company will be held at the registered office of the company, 31 Queen-street, Melbourne, on Monday, 3rd October, 1910, at Twelve o'clock noon, for the following business:—

1. To authorize an increase of capital in the above company from £2,250 to £3,600; such increase of capital to be made by raising the value of present shares from £25 to £40 each.
2. To confirm minutes of meeting.

By order of the Board,  
D. G. STOBIE, Manager.

Melbourne, 22nd September, 1910.

5038

##### THE ANNAN RIVER TIN MINES NO LIABILITY.

**CALL** (the 8th) of One shilling per share has been made on the capital of the company, due and payable to the manager, at the office of the company, 375 Collins-street, Melbourne, on Wednesday, 12th October, 1910.

S. J. WARKNOCK, Manager.

5036

##### MUTUAL HILL TIN MINES NO LIABILITY, DERBY, TASMANIA.

**NOTICE** is hereby given that a Call (the 19th) of One penny per share has been made upon the increased capital of the company, upon all the shares in the above company, due and payable to me, at the registered office of the company, National Mutual Buildings, 395 Collins-street, Melbourne, on Wednesday, 12th October, 1910.

By order of the Board,  
E. J. KENNEDY, Manager.

5037

##### CORONATION SYNDICATE GOLD MINING COMPANY N. L., WALHALLA.

**NOTICE.**—All shares in the above company forfeited for non-payment of the 10th call of One penny per share will be sold by public auction, at the Stock Exchange, Collins-street, Melbourne, on Saturday, the 1st day of October, 1910, at a quarter to Twelve a.m., unless previously redeemed.

HENRY HARTRICK, Manager.

5032

##### THE LANGDON GOLD MINING COMPANY NO LIABILITY.

**THOMAS MORROW & CO.** will sell by auction, at Beehive Exchange, Bendigo, at half-past Four o'clock p.m., on Saturday, the 1st day of October, 1910, all shares in this company, included in Nos. from 1 to 32,000, on which the 14th call of Threepence per share is then unpaid.

J. H. McCOLL  
(McColl and Rankin), Manager.

5033

##### THE GREAT COLUMBIAN MINING COMPANY NO LIABILITY.

**THOMAS MORROW & CO.** will sell by auction, at Beehive Exchange, Bendigo, at half-past Four o'clock p.m., on Saturday, the 1st day of October, 1910, all shares in this company, included in Nos. from 1 to 50,000, on which the 42nd call of Threepence per share is then unpaid.

J. H. McCOLL  
(McColl and Rankin), Manager.

5034

##### UNITED ULSTER GOLD MINING COMPANY NO LIABILITY.

**THOMAS MORROW & CO.** will sell by auction, at Beehive Exchange, Bendigo, at half-past Four o'clock p.m., on Saturday, the 1st day of October, 1910, all shares in this company, included in Nos. from 1 to 32,000, on which the 51st call of Sixpence per share is then unpaid.

J. H. McCOLL  
(McColl and Rankin), Manager.

5035

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Handwritten text, mostly illegible due to extreme fading and bleed-through. The text appears to be organized into several paragraphs, with some lines starting with capital letters. The handwriting is cursive and somewhat slanted. The text is written on a light-colored paper with a faint grid or lined pattern visible in some areas.

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