

# Supplement to Government Gazette

OF

## WESTERN AUSTRALIA.

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PERTH: FRIDAY, MAY 3.

[1912.]

### THE WORKERS' HOMES ACT, 1911.

The Treasury,  
Perth, 3rd May, 1912.

His Excellency the Governor in Executive Council has been pleased to make the following Regulations for the objects and purposes of "The Workers' Homes Act, 1911."

L. S. ELIOT,  
Under Treasurer.

#### REGULATIONS.

##### *The Workers' Homes Fund.*

1. The account of the Board, to be called the Workers' Homes Fund, shall be kept at the Treasury, and may be operated upon by orders signed by the Chairman, or Deputy Chairman, and countersigned by the Secretary.

##### *Workers' Dwellings.*

2. An application for a Worker's Home shall be in the form No. 1 in Schedule A.

3. The mode of conducting a ballot under Section 13 of the Act shall be by placing as many pieces of paper as there are applicants in a receptacle convenient for the purpose, each paper bearing the name of an applicant; and one piece of paper shall be withdrawn by a member of the Board, and the name of the person thereon shall be the successful applicant for the worker's dwelling in question. The ballot shall be conducted at a meeting of the Board.

4. A lease of a worker's dwelling shall be in the form No. 2 in Schedule A.

5. A certificate of purchase shall be in the form No. 3 in Schedule A.

##### *Advances for Homes.*

6. An advance may be made under Part IV. of the Act on the security of land held in fee simple, or on town or suburban land held under a ninety-nine years' lease from the Crown, or on any other holding within the meaning of the Act: Provided that such land is unencumbered by any previous mortgage or charge, other than a mortgage or charge under the Act, or a charge in favour of the Crown: Provided, also, that a second mortgage may be taken as collateral security.

7. An application for an advance may be in the form No. 4 in Schedule A, and shall be accompanied by the declaration therein prescribed, and a valuation fee of one pound per centum on the applicant's valuation of the property and improvements (if any) thereon offered as security: Provided that the valuation fee shall in no case be less than one pound.

8. A mortgage shall be in the form No. 5 or 5a in Schedule A, with such modifications as the Board may require in any particular case.

##### *General.*

9. The table of repayments of instalments of principal and interest shall be as prescribed by Schedule B.

10. The Board may charge a fee of five shillings for the production of any document of title for inspection or otherwise.

### SCHEDULE A.

#### Form No. 1.

Western Australia—Workers' Homes Act, 1911.

#### Application for a Worker's Dwelling under Part III.

To the Chairman,  
Workers' Homes Board.

Sir,

I, \* ..... hereby apply for Lot No. .... in the town or estate of ..... for a "Worker's Dwelling" under Section 12 of the Workers' Homes Act, 1911, and enclose herewith the prescribed fee of Five shillings and the prescribed deposit of Ten pounds.

I am a worker within the meaning of the Act, my income being not more than £300 per annum, and I am not the owner of any dwelling house in Western Australia.

I am ..... married. (If married, set out the names and ages of all children (if any).)

Name.	Age.	Name.	Age.
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

I am at present in receipt of £..... per £.....

I am employed by £.....

I have been in my present employ for (a).....

I, the above-named (b).....

do solemnly and sincerely declare that all the statements herein made are true in every respect.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of Section 106 of "The Evidence Act, 1906."

Signature of Applicant.....

Declared at ..... day of ....., 19 .....

Before me ..... Justice of the Peace.

\*Name in full, address, and occupation. †"Annum" or "week." ‡Set out employer's name. (a) State time. (b) Name in full, occupation, and address.

#### Form No. 2.

"The Workers' Homes Act, 1911."

#### LEASE OF A WORKER'S DWELLING.

This indenture made the.....day of 1911 between the Workers' Homes Board, a body corporate constituted under "The Workers' Homes Act, 1911," and having its office in Perth, Western Australia (herein-

after called the lessor), of the one part, and..... of ..... (hereinafter called the lessee), of the other part: Witnesseth that in consideration of the rent hereinafter reserved and the covenants and conditions hereinafter contained, the lessor, under and subject to the provisions of Part III. of "The Workers' Homes Act, 1911," hereby demises unto the lessee the natural surface and so much of the land as is below the natural surface to a depth of...feet of all that piece or parcel of land marked and distinguished on the original plan No.....of the Department of Lands and Surveys [or on the plan No.....deposited at the Office of Land Titles] as ..... containing..... more or less as the same is delineated in the plan drawn on these presents and bordered green: To hold the said premises unto the lessee, his executors and administrators, from the.....day of..... in perpetuity. Yielding and paying therefor during twenty years from the commencement of this lease the yearly rent of £ (being the appraisalment of the land on which the dwelling-house is erected) and thereafter a yearly rent equal to three pounds per centum on the capital value of the land as reappraised for the time being, such rent to be paid by equal half-yearly instalments on the.....day of.....and the.....day of.....in every year. And the lessee covenants with the lessor—

- (1) to pay the rent hereby reserved, at the times and in manner aforesaid.
- (2) to pay to the lessor the sum of.....pounds as the capital cost of the dwelling-house erected on the said land by equal [weekly, fortnightly, or monthly] instalments of.....pounds, each extending over.....years from the.....day of....., together with interest on the said capital cost at the rate of £5 per centum per annum, but such interest shall only be payable on the balance for the time being outstanding of such capital cost: Provided that, subject to the regulations made under the said Act, the lessee may at any time pay the whole of such capital cost or such portion as may for the time being remain unpaid.
- (3) to pay all rates, taxes, and assessments;
- (4) to repay to the Board on demand all premiums paid by the Board for insuring the dwelling-house from fire;
- (5) to keep and maintain the dwelling-house in good repair and condition to the satisfaction of the Board;
- (6) not to transfer, sublet, mortgage, charge, or dispose of the worker's dwelling, otherwise than in accordance with this Act;
- (7) to continuously reside in the dwelling-house.

Provided that the Minister, on the advice of the Board, may, on application by the lessee, suspend the operation of the covenant to reside in the dwelling-house from time to time, for such period as in his discretion he may think fit.

Provided, also, that if any instalment of rent, or of the capital cost of the dwellinghouse (with interest as aforesaid), is not duly paid, the lessor may demand of and recover from the lessee interest thereon at the rate of £5 per centum per annum until payment.

Provided, also, that if default shall be made by the lessee in payment of any instalment of the said rent or of the capital cost of the dwelling-house with interest thereon for 14 days after the same shall respectively become payable (whether lawfully demanded or not), or in the performance or observance of any of the covenants by the lessee herein contained, or of any of the provisions of the said Act to be observed by the lessee, this demise may be forfeited and the lessor may re-enter on the said premises hereby demised and determine this lease; provided, also, that a notice in the *Government Gazette* purporting to have been inserted by order of the Board to the effect that this lease has been forfeited for default of payment of rent or any instalment of the capital cost of the dwelling-house or for breach of the covenants by the lessee herein contained shall be deemed equivalent to re-entry by the lessor under the last preceding proviso.

Provided, nevertheless, and it is hereby agreed and declared that it shall, at any time within twenty-one years from the date of these presents, be lawful for His Majesty, his heirs and successors, or for any person or

persons acting in that behalf by his or their authority, to resume and enter upon possession of any part of the said piece or parcel of land which it may at any time by His Majesty, his heirs and successors, be deemed necessary to resume for roads, tramways, railways, and railway stations, canals, bridges, towing-paths, harbour or river improvement works, drainage or irrigation works, quarries, and generally for any other works or purposes for public use, utility, or convenience, and for the purpose of exercising the power to search for minerals hereinafter reserved, and such lands so resumed to hold to His Majesty, his heirs and successors, as of his or their former estate, without making to the lessee any compensation in respect thereof, so, nevertheless, that no such resumption be made without compensation of any part of the said piece or parcel of ground upon which any expenditure or improvement shall have been made by the lessee; And there is hereby saved and reserved to His Majesty, his heirs and successors, all mines of gold, silver, copper, tin or other metals, ore, and mineral or other substances containing metals, and all gems or precious stones, and coal or mineral oil, in or under the said piece or parcel of ground hereby granted, with full liberty at all times to search and dig for, and carry away the same; and, for that purpose, to enter upon the said piece or parcel of ground, or any part thereof.

The plan hereinbefore referred to.

The area and measurements on the above plan are more or less—

Scale— chains to an inch.

In witness whereof the Workers' Homes Board has caused its common seal to be hereto affixed and the said .....has hereto set his hand and seal the day and year first above written.

The common seal of the Workers' Board was hereunto affixed in the presence of—

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

Form No. 3.

"The Workers' Homes Act, 1911."

CERTIFICATE OF PURCHASE

The Workers' Homes Board, under the authority of the Colonial Treasurer, hereby certifies that the within named.....has paid the full amount of the capital cost of the dwelling-house erected on the land comprised in and demised by the within lease with interest thereon.

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

(Seal.)

*Note.—This certificate to be indorsed on the lease.*

Form No. 4.

Western Australia.

"The Workers' Homes Act, 1911."

APPLICATION FOR A LOAN UNDER PART IV. OF THE ACT.

To the Chairman,  
Workers' Homes Board.

Sir,

I,\* ..... hereby apply for a Loan from the funds of the Workers' Homes Board of £ ..... and tender as security for the same the property described in the Schedule hereunder, and enclose herewith the prescribed fee of Five shillings.

2. In the event of your entertaining my proposal I engage to submit the muniments of title to you and to defray the charge for examining the same, and (in case of approval) for preparing the mortgage and registering the same I agree to pay your fee for inspecting and valuing the property according to your scale of charges.

The Schedule above referred to.

If the land is freehold under the Transfer of Land Act, quote the volume and folio of the Certificate of Title.†

Vol..... Fol.....

If under the Land Act or the Mining Act quote the Lease or License number.

Lease (or License) No. ....

If under the General Law quote the Memorial and Book numbers.

Memorial No. .... Book No. ....

Area .....

Where situate .....

Value of the land unimproved £. ....

The improvements already on the land consist of

(a) .....

Value of improvements, £. ....

Improvements proposed to be erected on the land

(b) .....

Tram or train convenience. ....

State of repair of existing improvements (if any) .....

Is water laid on? .....

Gas or electric light .....

Deep drainage .....

Municipal or Road Board rates and water, or other rates (if any) per annum, £. ....

Fire insurance—Name of Company—Amount of Policy .....

Amount of Annual Land Tax, £. ....

If tenders have been called for, give following particulars:—

Amount of lowest tender.	Name and address of builder.	Architect's Name.
.....	.....	.....
.....	.....	.....
.....	.....	.....

I am ..... married.  
If married, set out the names and ages of all children (if any):—

Name.	Age.	Name.	Age.
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

I am at present in receipt of £ ..... per (c) .....

I am employed by (d) .....

I have been in my present employ for (e) .....

I, the above-named ..... do solemnly and sincerely declare that all the statements herein made are true in every respect, that I am a Worker within the meaning of the Act, that my income does not exceed £300 per annum; and that I require the loan of £ (f) .....

(g) .....

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of Section 106 of "The Evidence Act, 1906."

Signature of Applicant .....  
Declared at ..... this ..... day of ..... before me.

Justice of the Peace.

\* Name in full, address, and occupation. † Set out amount required. ‡ Security. (a) Here describe the improvements. (b) Here describe proposed improvements, number and size of rooms and material to be used, to be accompanied by sketch plan of proposed buildings. (c) Insert "annum" or "week." (d) Insert name of Employer (fill in full name). (e) State time. (f) State amount. (g) Insert one of the following paragraphs, as the case may require:—(1) For the sole purpose of erecting upon the above-described land a dwelling-house for myself and family. (2) To enlarge or complete the dwelling-house existing upon the above-described land. (3) To purchase the above-described land, together with the improvements erected thereon, as a home for myself and family. (4) To discharge a mortgage of £ ..... already existing on the above-described land.

Form No. 5.

Western Australia.

"The Workers' Homes Act, 1911."

MORTGAGE OF LAND UNDER "THE TRANSFER OF LAND ACT, 1893."

Whereas ..... of ..... (hereinafter called "the Mortgagor," which term includes the executors, administrators, and assigns of the Mortgagor) has applied to the Workers' Homes Board, a body corporate, constituted under "The Workers' Homes Act, 1911," and having its office in Perth (hereinafter called the Board), for an advance of ..... pounds under the provisions of Part IV. of "The Workers' Homes Act, 1911," to enable the Mortgagor to ..... the dwelling-house and the land enclosed or occupied therewith, as described in the Schedule hereto: And whereas the Board having approved of the said application has agreed to make a loan to the Mortgagor of the said sum of ..... pounds: Now, therefore, the Mortgagor, being the registered proprietor of an estate in ..... of the land hereinafter described, in consideration of the sum of ..... pounds to be lent to the Mortgagor by the Board, under and subject to the provisions of the said Act and the regulations, hereby covenants with the Board—

(a) to pay to the Board interest on the said sum of ..... pounds from this date to the first ..... next at the rate of six pounds per centum per annum; and

(b) as from the ..... day of ..... next to repay the Board the principal, with interest thereon at the rate of six pounds per centum per annum by equal ..... instalments of ..... pounds ..... shillings and ..... pence for the period of ..... years, every such instalment consisting partly of principal and partly of interest, and being fixed by the table of repayments prescribed by the regulations under the said Act.

Provided always, that if the Mortgagor (not being in arrear with any previous instalment or other payment under this mortgage) pays the said interest or any instalment of the principal and interest on or before its due date, or not later than the seventh day thereafter, the Mortgagor shall be entitled to a rebate of a proportional part of such interest and of so much of such instalment of principal and interest as consists of interest whereby the rate of interest may be reduced to five and a-half per centum instead of six per centum.

And the Mortgagor covenants with the Board that the Mortgagor will insure and, so long as any money shall remain secured by this mortgage, keep insured, against loss or damage by fire, in the name of the Board, in some public insurance office to be approved by the Board, all buildings which shall for the time being be erected on the said land to the amount of the full value of such buildings, and will, when required, deposit with the Board the policy of such insurance and, within seven days after each premium shall become payable, the receipt for such premium: And that the moneys which shall be received on account of such insurance shall, at the option of the Board, be applied either in or towards satisfaction of the moneys secured by this mortgage or in rebuilding or re-instating, under the superintendence of a building surveyor or architect approved by the Board, the buildings destroyed or damaged: And that on any breach or non-observance of this covenant the Board shall be at liberty to effect such insurance and continue the same for such period as may be deemed fit, and the costs and expenses paid on account thereof shall be a charge on the said land and bear interest at the rate of six pounds per centum per annum: And it is hereby agreed and declared that this mortgage is subject in all respects to the provisions of the said Act applicable to advances under Part IV. thereof, such provisions being incorporated herewith: And it is hereby agreed and declared that the Board, or any member of the Board, or any person authorised by the Board may enter upon the mortgaged premises at any time for the purpose of inspecting the same or for any other purpose.

And to secure the said payments of principal and interest as aforesaid, and to insure the due performance and observance by the Mortgagor of the covenants entered into by the Mortgagor, the Mortgagor hereby mort-

\* Purchase or discharge a mortgage already existing on.

† Fee simple or Crown Lease.

‡ Quarterly or monthly.

gages to the Board all the Mortgagor's estate, right, title, and interest, and all the estate and interest which the Mortgagor is entitled to or able to transfer or dispose of in the land mentioned in the Schedule to these presents. Subject, nevertheless, to the proviso for redemption hereinafter contained.

Provided always, and it is hereby agreed and declared, that upon the full payment of the said sum of ..... pounds by the Mortgagor to the Board, together with interest thereon at the rate aforesaid, and all costs, charges, and expenses incurred or to be incurred by the Board in relation to the said advance, the Board shall and will, upon the request and at the cost of the Mortgagor, execute and deliver unto the Mortgagor a discharge of these presents.

The Schedule.

.....  
 .....

As witness the hand of the Mortgagor this ..... day of ....., 191 .....

Signed by the said ..... in the presence of—

\* Describe the mortgaged land.

Form No. 5A.  
 Western Australia.

“The Workers’ Homes Act, 1911.”

MORTGAGE OF LAND UNDER “THE TRANSFER OF LAND ACT, 1893.”

Whereas ..... of ..... (hereinafter called “the Mortgagor,” which term includes the executors, administrators, and assigns of the Mortgagor) has applied to the Workers’ Homes Board, a body corporate, constituted under “The Workers’ Homes Act, 1911,” and having its office in Perth (hereinafter called the Board), for an advance of ..... pounds under the provisions of Part IV. of “The Workers’ Homes Act, 1911,” to enable the Mortgagor to \* ..... a dwelling-house on the land described in the Schedule hereto: And whereas the Board having approved of the said application has agreed to make a loan to the Mortgagor of the said sum of ..... pounds, and to advance the same as the work proceeds: Now, therefore, the Mortgagor, being the registered proprietor of an estate in ..... of the land hereinafter described, in consideration of the sum of ..... pounds to be lent to the Mortgagor by the Board, under and subject to the provisions of the said Act and the regulations, hereby covenants with the Board—

(a) that until and including the first day of the month next following that in which the final instalment of the advance is made the Mortgagor will pay to the Board, on the first day of every calendar month, interest at the rate of six pounds per centum per annum on all instalments of the loan theretofore made, computed from the date of making the same respectively: Provided that such interest may be deducted by the Board from any instalment of the loan; and

(b) that as from and after the first day of the next month following that in which the final instalment of the loan is made the Mortgagor will repay to the Board the principal with interest thereon at the rate of six pounds per centum per annum by equal ..... instalments of ..... pounds ..... shillings and ..... pence for the period of ..... years, every such instalment consisting partly of principal and partly of interest, and being fixed by the table of repayments prescribed by the regulations under the said Act.

Provided always, that if the Mortgagor (not being in arrear with any previous instalment or other payment under this mortgage) pays the said interest or any instalment of the principal and interest on or before its due date, or not later than the seventh day thereafter, the Mortgagor shall be entitled to a rebate of a proportional part of such interest and of so much of such instalment of principal and interest as consists of interest whereby the rate of interest may be reduced to five and a half per centum instead of six per centum.

And the Mortgagor covenants with the Board that the Mortgagor will insure and, so long as any money shall

\* Erect or complete.

† Fee simple or a Crown Lease.

remain secured by this mortgage, keep insured, against loss or damage by fire, in the name of the Board, in some public insurance office to be approved by the Board, all buildings which shall for the time being be erected on the said land to the amount of the full value of such buildings, and will when required deposit with the Board the policy of such insurance and, within seven days after each premium shall become payable, the receipt for such premium: And that the moneys which shall be received on account of such insurance shall, at the option of the Board, be applied either in or towards satisfaction of the moneys secured by this mortgage or in re-building or re-instating, under the superintendence of a building surveyor or architect approved by the Board, the buildings destroyed or damaged: And that on any breach or non-observance of this covenant the Board shall be at liberty to effect such insurance and continue the same for such period as may be deemed fit, and the costs and expenses paid on account thereof shall be a charge on the said land and bear interest at the rate of six pounds per centum per annum: And it is hereby agreed and declared that this mortgage is subject in all respects to the provisions of the said Act applicable to advances under Part IV. thereof, such provisions being incorporated herewith: And it is hereby agreed and declared that the Board, or any member of the Board, or any person authorised by the Board may enter upon the mortgaged premises at any time for the purpose of inspecting the same or for any other purpose.

And to secure the said payments of principal and interest as aforesaid, and to insure the due performance and observance by the Mortgagor of the covenants entered into by the Mortgagor, the Mortgagor hereby mortgages to the Board all the Mortgagor's estate, right, title, and interest, and all the estate and interest which the Mortgagor is entitled to or able to transfer or dispose of in the land mentioned in the Schedule to these presents. Subject, nevertheless, to the proviso for redemption hereinafter contained.

Provided always, and it is hereby agreed and declared, that upon the full payment of the said sum of ..... pounds by the Mortgagor to the Board, together with interest thereon at the rate aforesaid, and all costs, charges, and expenses incurred or to be incurred by the Board in relation to the said advance, the Board shall and will, upon the request and at the cost of the Mortgagor, execute and deliver unto the Mortgagor a discharge of these presents.

The Schedule.

.....  
 .....

As witness the hand of the Mortgagor this ..... day of ....., 191 .....

Signed by the said ..... in the presence of—

\* Describe the mortgaged land.

SCHEDULE B.

“The Workers’ Homes Act, 1911.”  
 Part III.

Table of Payments for a Worker's Dwelling per £100 of cost, including interest at 5 per cent.

Term of Years.	Monthly Payments.	Fortnightly Payments.	Weekly Payments.
	£ s. d.	£ s. d.	£ s. d.
10	1 1 3	0 9 10	0 4 11
15	0 15 10	0 7 4	0 3 8
20	0 13 3	0 6 2	0 3 1
25	0 11 9	0 5 4	0 2 8
30	0 10 9	0 5 0	0 2 6

Part IV.

Table of Payments to redeem a Loan of £100 with interest at 6 per cent.

Term of Years.	Quarterly Payments.	Monthly Payments.
	£ s. d.	£ s. d.
10	3 6 10	1 2 3
15	2 10 9	0 16 11
20	2 3 1	0 14 4
25	1 18 9	0 12 11
30	1 16 0	0 12 0