



SECOND SUPPLEMENT  
TO THE  
VICTORIA  
GOVERNMENT GAZETTE

OF FRIDAY, JULY 7, 1893.

Published by Authority.

No. 95.]

THURSDAY, JULY 13.

[1893.

*Land Act 1890, Part II.*

REGULATIONS.

*At the Executive Council Chamber, Melbourne, the tenth  
day of July, 1893.*

PRESENT :

His Excellency the Governor.

Mr. Patterson	Mr. Wynne
Sir Bryan O'Loughlen	Mr. Baker
Mr. McIntyre	Mr. Cooke
Mr. McColl	Mr. Abbott.

**W**HEREAS by the *Land Act 1890* (54 Vict. No. 1106, Part II., section 205) power is given to the Governor in Council from time to time to make, alter, or rescind, and publish any rules, regulations, and orders for the various purposes therein specified: Now therefore His Excellency the Governor, acting by and with the advice of the Executive Council, doth hereby rescind all Regulations under Part II. of the *Land Act 1890*, except as to all matters done, rights acquired, and obligations incurred thereunder, and doth make the Regulations following in lieu thereof :—

**REGULATIONS RELATING TO PART II.**

**Chapter I.—Applications for "Mallee Blocks" passed at Auction.**

(Section 150.)

1. Every application for a right to a lease of a "Mallee Block" passed at auction shall be lodged at the Office of the Board of Land and Works, addressed to the President of the Board, in the form and accompanied by the declaration prescribed in Schedule A hereto, and receipt for registration fee of Twenty shillings to be

paid to the nearest Receiver of Revenue; and every such application shall be lodged before the hour of Two of the clock in the afternoon on or after any day appointed for that purpose by notice in the *Government Gazette*.

#### Chapter II.—Applications for “Mallee Allotments.”

(Section 157.)

1. Every application for a lease of a “Mallee Allotment” shall be addressed to the President of the Board of Land and Works in the form and accompanied by the declaration prescribed in Schedule B hereto, and by the receipt for registration fee of Twenty shillings paid to the nearest Receiver of Revenue, and shall be lodged at the Land Office of the district in which the allotment is situated.

2. An applicant for a lease of a mallee block or allotment, who shall have paid with his application the sum of One pound for a certificate of registration, shall, in the event of such lease not being granted by the Governor in Council, be permitted to lodge, during the period of one year from the date of such application, one or more applications, with each of which the sum of Two shillings and sixpence shall be paid.

#### Chapter III.—Form of Lease.

(Section 162.)

1. Leases issued under the 162nd section shall be in the form prescribed in Schedules C and D hereto, and shall be subject to such exceptions, reservations, covenants, and conditions as the Governor in Council may in any special case direct.

2. Before executing such lease, the applicant shall pay the fee prescribed therefor. If any applicant shall neglect to execute and take delivery of such lease, or neglect to cause such lease to be executed and delivery taken thereof under power of attorney, within sixty days after a notice properly addressed has been forwarded to him through the post office that the lease is ready for execution, the Minister may by an order under his hand declare the application abandoned, and cause to be published in the *Government Gazette* a notice to that effect, and the land mentioned therein shall thereupon revert to Her Majesty, and be dealt with in the manner provided by the 170th section of this Act.

#### Form of Lease.

(Section 164.)

13.6.92. 3. Leases issued under the 164th section shall be in the form prescribed in Schedule DA hereto, and shall be subject to such exceptions, reservations, covenants, and conditions as the Governor in Council may in any special case direct.

4. Before executing such lease, the applicant shall pay the fee prescribed for such lease and the rent chargeable in accordance with these Regulations.

5. If any applicant shall neglect to execute and take delivery of such lease within sixty days after a notice properly addressed has been forwarded to him through the post office that such lease is ready for execution, the Minister may by an order under his hand declare the application abandoned, and cause to be published in the *Government Gazette* a notice to that effect, and the land mentioned therein shall thereupon revert to Her Majesty, and be dealt with in the manner provided by the 170th section of this Act.

6. Every lease issued under the provisions of this Act shall after execution thereof be forwarded to the Office of Titles for registration.

#### Chapter IV.—Transfers.

(Section 180.)

1. Application by a lessee for the sanction of the Governor in Council to the transfer of his interest in a lease shall be in the form prescribed in Schedules E and E(2) hereto.

2. The transfer, if approved, shall be recorded in the form prescribed in Schedule F hereto, and registered in the office of the Board of Land and Works.

**NOTICE TO MORTGAGEES.**(Section 14, *Land Act* 1891.)

1. The notice to be forwarded to the mortgagee of a mallee <sup>13.6.92</sup> lease, informing him of the non-fulfilment or breach of the covenants or conditions of the lease, shall be in the form prescribed in Schedule L hereto.

**Chapter V.—Cultivation.**

(Sub-section 2, Section 162.)

1. Any lessee who may desire to cultivate any portion of land included in a lease held under any of the provisions of this Act shall make application for the consent of the Board in the form prescribed in Schedule G hereto.

**Chapter VI.—Payments for Improvements upon Land resumed during Currency of Lease, or at Termination of Occupation.**

1. In all cases where the lessee is entitled to claim the value of the improvements effected by him on land resumed under any of the provisions of this Act, or at expiry of term of lease, the lessee shall lodge a claim at the office of the Board within two months after notice of resumption being given, or within two months of expiry of term of lease, setting forth the particulars, date of construction, and value of improvements for which he claims to be paid, together with a sketch, drawn to a scale of not more than four miles to an inch, showing approximately the position of such improvements with reference to the boundaries of the leasehold.

2. A valuation shall then be made by an officer appointed by the Board, and a notice containing the particulars of such valuation shall be forwarded to the lessee, who, if he be not satisfied with the valuation, may, within thirty days after receiving such notice, so state in writing to the Board, and request that the improvements may be valued by arbitration.

3. Two arbitrators shall then be appointed, one of whom shall be nominated by the Board, and the other by the lessee.

4. Before entering upon the consideration of the amount of compensation or payment to be made to the lessee in respect of the improvements, the arbitrators shall appoint in writing an umpire, whose award, in the event of the arbitrators not being able to agree, shall be final.

5. In case either of the parties entitled to nominate an arbitrator as aforesaid shall neglect to name an arbitrator for the space of seven days next after a notice in writing shall have been given by the other party, or shall name an arbitrator who shall refuse to act, then the arbitrator named by the other party may make an award, which shall be final.

6. In the case of occupiers who are required by section 165 to obtain the consent of the Board before effecting improvements, all right to compensation shall be forfeited if such consent shall not have been obtained.

**Chapter VII.—The Mallee Border.**

1. All unoccupied Crown lands known as the Mallee Border, and more particularly described in the Tenth Schedule to the *Land Act* 1890, and all Mallee blocks resumed and subdivided shall be available for application as allotments.

2. The annual rent in respect of an allotment payable in half-yearly moieties shall be at the rate of not less than Ten shillings <sup>13.6.91</sup> per square mile, and not more than Eight pounds per square mile, but in no case shall the total annual rent be less than Twenty shillings in respect of any allotment.

3. Applications received on one and the same day for and including the same allotment shall be considered as simultaneous applications, but in no case shall priority of application be deemed to confer a preferential claim to a lease of any allotment as against subsequent applicants.

4. Applicants will be required to attend personally in support of their applications before Special Boards to be hereafter appointed by the Minister, to hear and report upon each application submitted.

5. When the cost of surveying a Mallee allotment does not exceed the sum of Ten pounds, the whole amount of such cost shall be paid by the lessee in one sum, on the approval of his application.

#### Chapter VIII.—Fees.

(Section 205.)

The following fees shall be payable under the *Land Act* 1890, Part II., as amended by the *Land Act* 1891 :—

For a lease of a "Mallee Block," to be paid prior to execution of lease ... ..	£2
For a lease of part of a "Mallee Block," to be paid prior to execution of lease ... ..	£2
For any duplicate, modified, or consolidated lease of part of a "Mallee Block" ... ..	£2
For a lease of a "Mallee Allotment," to be paid prior to execution of lease ... ..	£1
For any duplicate, modified, or consolidated lease of a "Mallee Allotment" ... ..	£1
For a transfer, mortgage, or sub-letting of any lease ... ..	£1
For registration of application for "Mallee Block" passed at auction, or for "Mallee Allotment" ... ..	£1

#### Chapter IX.—Agricultural Allotments.

##### RESIDENCE AND NON-RESIDENCE LICENCES.

20.2.93. 1. Applications and licences for agricultural allotments shall be in the forms for the time being prescribed under Part I. of this Act for applications and licences for residence and non-residence purposes respectively, and shall be subject to the regulations relating thereto.

2. When an agricultural allotment is taken out of a Mallee allotment the full charge of survey of such agricultural allotment shall be paid by the licensee on the approval of his application.

#### Chapter X.

*Conditions under which the consent of the Board of Land and Works may be obtained for the erection of Improvements on portions of Mallee Blocks occupied by Lessees for the limited period of five years.*

*Generally.*—In applying for such consent, the lessee shall specify the particular improvements he proposes to effect, their position within the boundaries of the Mallee block, and the several amounts proposed to be expended by him in effecting such improvements.

On the completion of the improvements, the lessee shall furnish to the Board of Land and Works a true and faithful account of the amount actually expended, accompanied by a declaration as to the accuracy thereof. Provided always that the Board shall not be deemed liable for any amount in excess of that set forth in the original application and consent.

1. *Houses.*—The total expenditure which the Board will authorize for the erection of buildings intended to facilitate the carrying on of the business of lessee as a grazier shall not exceed the sum of £40.

2. *Fencing.*—The character of the fencing to be erected, and the extent thereof, and the cost per mile, shall be clearly and distinctly stated in the application; the erection of brush fencing being under any circumstances absolutely prohibited.

The cost of half of the fencing erected as aforesaid shall not be chargeable against the Board to an extent exceeding the rate of £40 per mile.

If the fencing be erected on the subdivisional line of the portions into which a Mallee block is divided, the Board shall be liable in respect of one-half only of such fencing.

3. *Wells.*—The cost of sinking wells, and securely slabbing or otherwise protecting the sides of such wells, shall be calculated at a rate per foot sunk not exceeding Twenty-five shillings, and no claim for repayment of the cost of any such well so secured shall be enforceable unless a supply of wholesome water fit for the use

of sheep and cattle has been obtained, and is available for such use at the time repayment is claimed, to the extent of 500 gallons per diem.

4. *Reservoirs.*—The capacity of proposed reservoir shall be stated by the lessee, and the liability of the Board shall be limited to One shilling per cubic yard of the space obtained by excavation; but such cost shall not be recouped by the Board unless it be proved to its satisfaction that, after an average annual rainfall computed upon the known rainfall as measured at the Swan Hill Station for the past seven years, water has been collected into such reservoir, and actually used in watering a number of stock, in the ratio of at least 1,000 sheep to £100 expenditure, for a period of three successive months during the summer season.

5. *Tanks.*—The liability of the Board to recoup the lessees the expense incurred in excavating and protecting a tank sunk for the purpose of conserving water for domestic purposes shall not exceed the sum of £20.

6. *Dams.*—The liability of the Board to recoup the expense incurred in constructing a dam shall be estimated according to the cubic contents of the embankment that forms the same, and shall not be chargeable at a higher rate than Fifteen pence per cubic yard of material in the embankment, including all necessary pitching or other protection required for the preservation of the structure.

*Other Improvements.—Ringing of Timber.*—The lessee, in his application to the Board, shall specify the number of acres over which he proposes to ring timber, and the nature of the timber thereon.

The ringing of country more or less covered with useless stunted box timber being recognised by the Board as tending largely to increase the grazing capability of such country, a consent will be given for the ringing of such useless box timber; but the Board will not become liable to recoup the expenditure thereon beyond the rate of One shilling per acre, and then not until it has been proved to its satisfaction that all such useless box timber has been thoroughly and efficiently destroyed within the area specified in the application to which the consent of the Board may have been given.

## Chapter XI.—Vermin Committees and Destruction of Vermin.

### I.

#### *To regulate the Election of Members of Local Committees.*

The Minister shall, on the publication hereof and thereafter, in the month of January in each and every year, cause to be prepared and published in the *Government Gazette* alphabetical lists of owners, lessees, and occupiers entitled to vote for the election of the members of Local Committees in each vermin district, with the number of votes to which each owner, lessee, or occupier is entitled set opposite his name.

The Governor in Council shall by notice published in the *Government Gazette* for four consecutive weeks, and in some newspaper circulating in the locality, appoint the time and place of the election of members of the Local Committees, and shall in such notice name a fit and proper person to act as Returning Officer to conduct such election.

If at such meeting no more persons be proposed as members of such Local Committee than are required to be elected, the Returning Officer shall declare such person duly elected. If a greater number be proposed than are required, then the owners, lessees, and occupiers present in person, or by proxy, entitled to vote shall elect the members of the Local Committee.

At each such meeting such owners, lessees, and occupiers may vote personally or by proxy; and in all cases the voting shall be according to the scale set forth in the Thirteenth Schedule of the said Act.

Forms of voting-papers shall be on the form prescribed in Schedule H hereto.

Forms of proxy shall be on the form prescribed in Schedule I hereto.

In case of an equality of votes, the Returning Officer shall have a casting vote, in addition to any vote or votes he may be entitled to as an owner, lessee, or occupier, as the case may be.

Upon the result of every such election being ascertained, the Returning Officer shall certify the same to the Minister for the information of the Governor.

## II.

*To regulate the Place, Time, and Mode of Meetings of such Local Committees, the Appointment of their Officers, and conduct of their Proceedings.*

Within fourteen days after the first or any subsequent annual election of members of a Local Committee, the members shall meet for the despatch of business, and shall appoint the place where the Local Committee shall meet.

At every such meeting or any adjournment thereof, and from time to time when any vacancy shall occur in the office, the Local Committee shall elect one of their number to be Chairman.

Every person so elected Chairman shall, provided he so long continue a member of such Local Committee, hold office for the unexpired portion of the year for which he was elected or appointed a member of such Local Committee.

The meetings of the Local Committees shall be held at intervals of not more than two months, and such meetings shall be convened by circular, delivered personally to each member, or left at or sent by registered letter through the post to his usual or last known place of abode, at least seven days before the date of meeting.

Each Local Committee shall appoint competent officers to carry out the provisions of the said Act in an efficient and economical manner. One of such officers shall be called an inspector, and shall also act as secretary, and shall be required to keep regular minutes of the proceedings of the Local Committee, attend to correspondence, and all matters connected with the administration of the said Act. Press copies of all outward letters shall be preserved.

Proper books of accounts shall be kept, showing moneys received and expended, which books shall be audited not less than once a year, by auditors appointed by the Local Committee, and shall be open at all times to the inspection of the Minister or some person duly authorized by him.

At every ordinary meeting of the Local Committee the following shall be the order of business:—

- 1st. The minutes of the previous meeting shall be read and confirmed.
- 2nd. The bank-book, order-book, and a statement of accounts shall be laid on the table, showing the moneys received and paid since last meeting.
- 3rd. The correspondence and reports shall be read, and, if expedient, orders made thereon.
- 4th. Postponed or adjourned business and motions of which notice has been given shall be dealt with.
- 5th. Then other business and notices of motion shall be taken; but no new business of which notice has not been given at a previous meeting or by circular shall be considered, unless with the consent of all the members present.

## III.

*To determine the Duties and Manner of exercising the Powers by the said Act respectively imposed and conferred by such Local Committees.*

The Local Committee shall have power and is hereby authorized to serve all necessary notices required under the said Act to insure the destruction of vermin, and such notices shall be held to be duly served if personally delivered to the persons to whom they are addressed, or left at their usual residences or last known places of abode, or if sent to their addresses by registered letter through the post office.

22.9.90. The notice under Section 194 shall be in the form prescribed in Schedule J hereto.

In the event of a charge of neglect to kill vermin being made by any owner, lessee, or occupier, against another owner, lessee, or occupier, the Local Committee shall take immediate steps to call upon the inspector to show cause for not having reported on the alleged neglect; and, if the explanation is not deemed satisfactory, the inspector shall be liable to be dismissed.

In the event of any owner, lessee, or occupier disputing the accuracy of an inspector's report of neglect, it shall rest with the said owner, lessee, or occupier to prove to the satisfaction of the Local Committee that he has taken necessary and sufficient steps to destroy all vermin upon the land occupied by him. No member of a Local Committee shall sit on the Local Committee when a report of neglect to destroy vermin upon any land in his occupation is being considered.

The scalps of all vermin destroyed under the provisions of this Act within the district shall be delivered to the secretary of the Local Committee thereof, or to some person duly authorized by such Local Committee to receive the same, and a certificate in the form of Schedule K hereto, signed by such secretary or authorized person, and also by some one member of the Local Committee, shall be granted to the person delivering such scalps, and such scalps shall be forthwith destroyed by fire in the presence of the persons granting such certificate.

The amount specified in any certificate granted in conformity with the said Act shall be payable on the day mentioned on the face of such certificate, at a place to be fixed by notice in the *Government Gazette*.

Within the month of January of each year the Local Committee shall cause to be prepared and published in the *Government Gazette* an account of the receipts and expenditure on account of the destruction of vermin for the preceding year, and such accounts shall be clearly rendered under distinct heads, with a statement of the balance duly certified by two members of the Local Committee, and a copy of such account shall be forwarded to the Commissioners of Audit.

#### IV.

*To provide for the Receipt of the Moneys payable under this Act for the purpose of the Destruction of Vermin, and the Mode of Distribution or Expenditure thereof.*

A vermin destruction account shall be opened in the name of the Local Committee with some bank in the district, and, if there is no bank within the district, then with the bank nearest to the usual place of meeting, and all moneys received under the said Act shall be paid to the credit of such account, and cheques drawn by the chairman and one member of the Local Committee.

#### V.

*To regulate the Enforcement of Rates payable under the said Act for the Destruction of Vermin by distress or otherwise, and to determine the Persons by whom and the Manner in which such Enforcement shall be carried out.*

If any rate or assessment under the said Act shall remain unpaid after due notice has been served upon the owner, lessee, or occupier of any land after a day named therein and published in the *Government Gazette*, the Local Committee, or some person by it thereunto authorized in writing under the hand of the Chairman may, at any time, and from time to time thereafter, so long as any money shall remain so unpaid, enter upon any land of such owner, lessee, or occupier, and distrain the cattle, sheep, goods, chattels, and effects, the property of such owner, lessee, or occupier, found thereon, for the amount remaining due and unpaid; and if the amount for which such distraint shall have been levied, together with all reasonable costs of such notice, entry, and distraint, be not paid within five days after such levy, then the said distress, or so much thereof as shall be sufficient to pay the amount remaining unpaid and costs, may be sold, and any surplus which may remain after payment of such amount and costs and the costs of and incidental to the sale shall be returned to the owner of the cattle, sheep, goods, chattels, and effects distrained, or such amounts and costs may, in the discretion of the Local Committee, be recovered in a summary manner.

#### VI.

*To regulate by the Minister the Performance of the Duties of Local Committees within Proclaimed Districts.*

The Minister may authorize any person to inspect lands within the jurisdiction of any Local Committee or Local Committees for the purpose of ascertaining whether such Local Committee or Local Committees are carrying out the provisions of the said Act and these Regulations, and may require a satisfactory explanation from such Local Committee or Local Committees as to why any act or acts which appear to him to be necessary are not being done, and the Minister shall be sole judge as to the necessity of such acts, and may require such to be done by any Local Committee or Local Committees, and such authorized person shall have all the powers conferred by section 199 of the said Act.

## VII.

*Generally for carrying out the Provisions of this Act with regard to the Destruction of Vermin.*

The inspector of each district shall, before the 1st day of July in each year, visit each Mallee block and allotment throughout his district for the purpose of ascertaining if the necessary steps have been and are being taken to destroy all vermin, and shall report in writing to the Chairman of the Local Committee the result of his inspection. A copy of such report shall afterwards be forwarded to the Minister.

Each Local Committee, through their inspector, shall, on application, advise lessees of Mallee blocks or Mallee allotments as to the best means of exterminating vermin, and also furnish recipes for various modes of poisoning.

The Minister shall cause the Secretary for Lands to furnish to each Local Committee half-yearly a copy of the sheep and cattle returns made by each lessee within the district of such Local Committee.

## SCHEDULES.

## SCHEDULE A.—(CHAP. I. s. 1.)

## Section 150.

## FORM OF APPLICATION FOR A RIGHT TO A LEASE OF A MALLEE BLOCK.

[NOTE.—When two or more applicants jointly apply for a block, separate declarations must be furnished with the joint application. Applicants must notify the Board within three months from the date of their applications of which of the parts of the block applied for they elect to take a lease.]

Date—

\*Name or names in full. In pursuance of the 150th section of the *Land Act* 1890, Part II.\*  
 † If the applicant be a female, insert (as the case may be) the words "that I am not a married woman," or "that I am a married woman, but have obtained a decree of judicial separation."  
 I do hereby make application for a right to a lease of "mallee block" number \_\_\_\_\_ of the full age of \_\_\_\_\_ years and agree to accept a lease of such block upon the terms, covenants, and conditions specified in the 162nd section of the *Land Act* 1890.

*Particulars to be supplied by Applicant.*

Are you the lessee of any "Mallee Block" or "Mallee Allotment"? If so, state number of block or allotment	...
Are you the owner of any land in fee simple? If so, state extent and situation, and whether acquired by selection or otherwise	... ..
Are you the licensee or lessee of any land under the <i>Land Act</i> 1890 or previous Acts? If so, state particulars	...

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Signature—

Occupation—

Address by post—

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ 189 \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria.

## SCHEDULE B.—(CHAP. II. s. 1.)

## Section 157.

## FORM OF APPLICATION FOR A LEASE OF A MALLEE ALLOTMENT.

[NOTE.—When two or more applicants jointly apply for an allotment, separate declarations must be furnished with the joint application.]

Date

In pursuance of the 157th section of the *Land Act* 1890, Part II.\*  
 I do hereby make application for a lease of "mallee allotment" number \_\_\_\_\_ of \_\_\_\_\_ county of \_\_\_\_\_ and agree to accept a lease of such allotment subject to the provisions of the *Land Act* 1890; and I declare that \_\_\_\_\_ of the full age of \_\_\_\_\_ years that \_\_\_\_\_ not the lessee of a "mallee block" under the provisions of Part II. of the *Land Act* 1890; and I further declare that \_\_\_\_\_ not the lessee of any "mallee allotment" under the provisions of the *Land Act* 1890.



## FORM OF APPLICATION—continued.

Particulars to be supplied by Applicant.

Are you the owner of any land in fee simple? If so, state extent and situation, and whether acquired by selection or otherwise ...	
Are you the licensee or lessee of any land under the <i>Land Act</i> 1890 or previous Acts? If so, state particulars ...	

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Signature—  
Occupation—  
Address by post—

Declared at \_\_\_\_\_ in the colony of Victoria, this  
day of \_\_\_\_\_ 189 \_\_\_\_\_ before me \_\_\_\_\_ Justice of the Peace  
in and for the \_\_\_\_\_ Bailiwick of the colony of Victoria.

## SCHEDULE C.

Section 147, "*Land Act* 1890," Part II., as amended by the "*Land Act* 1891."  
Entered in the Register Book Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

Registrar of Titles.

THIS INDENTURE made the first day of \_\_\_\_\_ in the year of our Lord One thousand eight hundred and \_\_\_\_\_ between His Excellency the Right Honorable JOHN ADRIAN LOUIS Earl of Hopetoun Viscount Aithrie and Baron Hope in the Peerage of Scotland Baron Hopetoun of Hopetoun and Baron Niddry of Niddry Castle in the Peerage of the United Kingdom Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George Governor and Commander-in-Chief in and over the colony of Victoria and its Dependencies in the name and on behalf of Her Most Gracious Majesty Queen Victoria of the first part the Board of Land and Works (hereinafter referred to as "the Board") of the second part and \_\_\_\_\_ of \_\_\_\_\_ Victoria (hereinafter called the "lessee") of the third part.

Whereas the lessee has under the provisions of the *Land Act* 1890, Part II., as amended by the *Land Act* 1891, made application for a lease of one of the parts of the mallee block intended to be hereby demised and delineated with the boundary lines and division thereof on the plan kept of the mallee country in accordance with the provisions of the one hundred and forty-sixth section of the said Act and therein numbered \_\_\_\_\_ and has become liable to occupy in connexion with such part the other part of the same mallee block: And the lessee has in pursuance of the provisions of the said Act elected that he will take a lease of the part intended to be hereby demised: And which mallee block and the boundary lines and divisions thereof is delineated on the plan copied from the said plan kept as aforesaid drawn in the margin of these presents the said part marked \_\_\_\_\_ and coloured yellow on the said plan drawn in the margin of these presents being the part intended to be hereby demised and the part marked \_\_\_\_\_ and coloured red being the other part which the lessee is to occupy in connexion with such demised part: And whereas the Governor in Council has agreed to grant this lease for the term of \_\_\_\_\_ Now this Indenture witnesseth that in consideration of the rent hereby reserved and of the covenants by the lessee hereinafter contained Her Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns all that part marked \_\_\_\_\_ on the said plan kept as aforesaid of the said mallee block numbered \_\_\_\_\_ and similarly marked and coloured yellow in the plan drawn in the margin of these presents (excepting thereout any lands within the said area that are held by any person or persons in fee-simple or other lesser estate or interest) together with the appurtenances excepting and reserving unto Her Majesty her heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upou and under the said demised premises together with liberty for Her Majesty her heirs and successors and her or their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal or other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining: And also excepting and reserving unto Her Majesty her heirs and successors by the Governor with the advice aforesaid to grant in the manner and on the conditions prescribed in Part I. of the *Land Act* 1890 licences to any person to enter upon any of the land comprised in the lease hereby granted and search for cut dig and take away any live or dead timber coal and other mineral gravel salt guano sand resin stone or limestone loam brick or other earth or to occupy the site of fishermen's residences drying grounds fellmongering establishments slaughter-houses brick or lime kilns or to erect pumps or collect ballast: And also excepting and reserving to Her Majesty her heirs and successors and each and every person being under the provisions of the *Land Act* 1890 the lessee or the executors administrators or assigns of the lessee of any part of a mallee block or of a mallee allotment and the holder of a miner's right or of a gold-mining or mineral lease or a licence to search for metals and minerals and her and their tenants agents workmen and servants liberty and right of ingress egress and regress at all times through over and across the premises hereby demised to and from such mallee block or other animals carts waggons and carriages to and from such mallee block or mallee allotment or part thereof or to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor in Council as may for the time being be in force.

To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of \_\_\_\_\_ years and \_\_\_\_\_ months from the first day of \_\_\_\_\_ One thousand eight hundred and \_\_\_\_\_ subject to an earlier determination as herein provided yielding and paying therefor unto Her Majesty her heirs and successors during the said term by two equal half-yearly moieties on the \_\_\_\_\_ day of \_\_\_\_\_ and the \_\_\_\_\_ day of \_\_\_\_\_ in each year the rents hereinafter specified that is to say during the first five years of the said term an annual rent after the rate of twopence per head on the average number of sheep and one shilling per head on the average number of cattle actually depasturing on the land hereby demised and during the second five years of the said term an annual rent after the rate of fourpence per head on such sheep and two shillings per head on such cattle and during the remainder of the said term an annual rent after the rate of sixpence per head on such sheep and three shillings per head on such cattle and in case in any half-year during the said term there shall not be such a number of sheep and cattle depasturing as aforesaid as at the rate for the time being payable will produce a half-yearly rent at the rate of a clear yearly minimum rent of two shillings and sixpence for each square mile or fractional part of a square mile of the said part hereby demised then such a sum as together with the rent payable for the sheep and cattle actually depasturing during the preceding half-year will amount to a half-yearly rent at the rate of the said minimum yearly rent of two shillings and sixpence in the same manner as if a number of sheep and cattle sufficient to have produced that sum had actually been depasturing thereon the first half-yearly payment of the first of the said rents clear of all deductions to be made on the \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred and ninety-\_\_\_\_\_ and the first half-yearly payment of the second of the said rents to be made on the \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred and ninety-\_\_\_\_\_ and the first half-yearly payment of the last of the said rents to be made on the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and \_\_\_\_\_. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant with Her Majesty her heirs and successors that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will during the said term pay the said rent hereinbefore reserved at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will throughout the said term duly fill up and deliver the sheep and cattle rent returns required by the 172nd section of the said Act in pursuance of and in all respects in accordance with the provisions of such section and during the period for which the other part marked \_\_\_\_\_ of the said mallee block shall be occupied in connexion with the part hereby demised will include in every such return the sheep and cattle from time to time depasturing on such other part as well as the sheep and cattle for the time being depasturing on the part hereby demised.
3. That he or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
4. That he or they will not cultivate assign sublet or part with the possession of the land hereby demised or any portion thereof without in each case the previous consent of the Board of Land and Works signified in writing.
5. That he or they will forthwith after the granting of this lease commence to destroy and will within three years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act 1890* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the lands demised by this lease and will keep the same free of such animals and birds to the satisfaction of the Board of Land and Works during the term hereby granted.
6. That he or they will repair and keep in good condition and repair during the continuance of the term hereby granted all houses fences wells reservoirs tanks dams and all improvements of a permanent character situated on the premises hereby demised whether made erected or constructed by the said lessee his executors administrators or assigns or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee his executors administrators or assigns will not remove fill up or render useless or cause to be removed filled up or rendered useless any of the same without first obtaining the permission of the Board of Land and Works signified in writing.
7. That he or they will abide by every determination made under the regulations aforesaid in pursuance of the provisions hereinbefore and hereinafter contained both with reference to the character and class of the improvements and to the value thereof.
8. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to Her Majesty or her successors the land and premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements of a permanent character that now are or may be made erected or constructed thereon in such good and sufficient repair and order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.
9. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.
10. *That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage except for surface damage done to any improvements thereon.*
11. That he or they will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.
12. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of

no effect. And without prejudice to any other condition and in addition and as ancillary to the provisions of the 181st section of the said Act.

13. That these presents are upon this further condition that Her Majesty her heirs and successors shall have the right from time to time and at all times during the term hereby granted to resume possession of any part or parts of the land hereby demised other than the site of the homestead and improvements connected therewith erected by the lessee his executors administrators and assigns which shall in no case exceed an area of six hundred and forty acres which may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or for any of the purposes set forth in sections 97 and 99 of the *Land Act* 1890 except that mentioned in subdivision seven of the said section 99 and upon such resumption as aforesaid such lands shall be deemed to be Crown lands not under lease or licence within the meaning of the said section.

14. That these presents are upon this further condition that Her Majesty her heirs and successors may from time to time and at all times during the term hereby granted in accordance with regulations in that behalf to be made by the Governor in Council under the authority of the *Land Act* 1890 resume for mining purposes and re-enter upon any part or parts of the land hereby demised upon payment out of the Consolidated Revenue within six months after every exercise of the rights of resumption hereinbefore reserved for his improvements on the land so resumed to the lessee the value of all substantial buildings fences wells reservoirs tanks dams and all improvements of a permanent character made erected or constructed by the lessee his executors administrators or assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of the land hereby demised as follows that is to say if such resumption shall be made during the first half of the term hereby granted then the lessee his executors administrators or assigns shall be paid the full value of such buildings and fences and if such resumption shall be made during the third quarter of the said term then the lessee his executors administrators or assigns shall be paid one-half of the value of such buildings and fences and if such resumption shall be made during the last quarter of the said term then the lessee his executors administrators or assigns shall be paid one-fourth of the value of such buildings and fences the character and class of the improvements and the aforesaid values in all cases to be determined in accordance with the Regulations in that behalf made by the Governor in Council under the authority of the said Act and every such determination shall be binding and conclusive provided that nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the premises hereby demised in search of gold than was at the time of the passing of the same Act possessed by the then pastoral tenants under Act No. 360.

15. That these presents are upon this further condition that if and whenever the term hereby granted may be determined by or on behalf of Her Majesty her heirs or successors at any time in accordance with the notice herein provided for and if the Governor or the President for the time being of the Board of Land and Works shall give not less than three years' previous notice in the *Government Gazette* of an intention to determine such term then and in such case at the expiration of such notice these presents and the term hereby granted shall absolutely determine but in such case the lessee his executors administrators or assigns shall be paid out of the Consolidated Revenue within six months from such determination for his interest in this lease and the value of all wells reservoirs tanks or dams of a permanent character situated on such land and constructed by the lessee his executors administrators or assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of such land and shall be paid the full value of all substantial buildings and fences made upon such land by the lessee his executors administrators or assigns during the currency of this lease according to the same scale and at the same rate as hereinbefore provided in case of the exercise of the powers of resumption hereinbefore contained the character and class of the improvements and the aforesaid values to be determined in accordance with the Regulations aforesaid and every such determination shall be binding and conclusive and the compensation to be paid to the lessee in respect of his interest in this lease shall be determined in a similar manner to that provided by the *Lands Compensation Act* 1890 or any Act amending the same provided that the amount of such compensation shall be assessed irrespective of any wells reservoirs tanks dams buildings and fences upon the demised land for which the lessee his executors administrators or assigns may have previously received payment or compensation and which shall not be again allowed for.

16. That these presents are upon this further condition that the lessee his executors administrators and assigns shall for a period of five years from the day of the date of these presents occupy in connexion with the part hereby demised the other part of the aforesaid mallee block upon the terms covenants and conditions in the said Act provided and upon and subject to the covenants terms and conditions herein contained and if the lessee his executors administrators and assigns shall at any time during the said period of five years cease to occupy in manner aforesaid such other part of the said mallee block then these presents and every clause matter and thing therein contained and the term hereby created shall be void and of no effect and that if and whenever any part of the said several rents shall be in arrear for thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements whether positive or negative by the lessee hereinbefore contained and this lease be avoided by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect under any of the conditions aforesaid it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming under him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming under them to Her Majesty and any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

17. That these presents are upon this further condition that if and when the term hereby granted shall expire by effluxion of time then the lessee his executors

administrators or assigns shall be paid out of the Consolidated Revenue within six months after such effluxion the value of all wells reservoirs tanks or dams of a permanent character situated on the land hereby demised and constructed by such lessee his executors administrators or assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of such land such value to be determined in accordance with the Regulations aforesaid and every determination to be binding and conclusive. And if the said term shall expire by effluxion of time and if the lessee his executors administrators or assigns have during the last five years of the said term effected with the previous consent of the said Board signified in writing any improvements on the land hereby demised then the lessee his executors administrators or assigns shall be paid by the Board the full value of such improvements within six months after the termination of the said term the amount to be determined in accordance with the aforesaid Regulations and which determination shall be binding and conclusive provided always that the lessee his executors administrators and assigns shall be entitled to only one payment or compensation in respect of the same subject-matter.

18. That these presents are upon this further condition that for the considerations aforesaid the lessee doth hereby for himself his heirs executors administrators and assigns covenant with Her Majesty her heirs and successors that he the lessee his executors administrators or assigns will occupy in connexion with the part hereinbefore demised of the aforesaid mallee block all the other part of the same mallee block being the part in the said plan kept as aforesaid and likewise in the said plan drawn in the margin of these presents marked and in such last-mentioned plan coloured red for the period of five years from the day of One thousand eight hundred and at an annual rent payable by two equal half-yearly moieties on the day of and the day of in each year after the rate of two pence per head on the average number of sheep and one shilling per head on the average number of cattle actually depasturing on the part so to be occupied and in case in any half-year during the said period of five years there shall not be such a number of sheep and cattle depasturing as aforesaid as will produce a half-yearly rent at the rate of a clear yearly minimum rent of two shillings and sixpence for each square mile or fractional part of a square mile of the said part to be occupied as aforesaid then such a sum as together with the rent payable for the sheep or cattle actually depasturing during the preceding half-year will amount to a half-yearly rent at the rate of the said minimum yearly rent of two shillings and sixpence in the same manner as if a number of sheep and cattle sufficient to have produced that sum had actually been depasturing thereon.

19. That these presents are upon this further condition that he or they will occupy the said part so to be occupied upon such terms except as to the amount of such occupation rent and subject to the exceptions reservations conditions for re-entry and otherwise provisos covenants and clauses as those hereinbefore expressed and contained concerning the part of the said mallee block hereinbefore demised and the term hereinbefore created so far as the same can be applied to the part so to be occupied and to the tenancy hereby created and are consistent therewith except that the provisions entitling the lessee his executors administrators or assigns to compensation and payment on the exercise of the powers of resumption or of annulling the lease or in case the lease shall expire by effluxion of time shall not apply but it is hereby declared that if the lessee his executors administrators or assigns shall with the consent of the Board of Land and Works signified in writing erect on the part of the said block to be occupied as aforesaid any houses fences wells reservoirs tanks dams or other improvements of a permanent character and if any part of such part be resumed in exercise of the rights of resumption aforesaid or if the said period of five years shall expire by effluxion of time the lessee his executors administrators or assigns shall be paid by the said Board of Land and Works the full value of such improvements of a permanent character erected during the said term on the land resumed or in case of the said period being determined by effluxion of time on the said part to be occupied as the case may be such value to be determined according to the Regulations aforesaid. Provided always that the sum so to be paid in respect of such improvements shall in no case exceed the sum expended thereon by the lessee his executors administrators or assigns.

20. That these presents are upon this further condition that he or they will forthwith after the granting of the aforesaid lease commence to destroy and will within three years after the granting of such lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the said Act included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act and will for a period of five years from the date of these presents keep the same part free of such animals and birds to the satisfaction of the Board of Land and Works.

21. That these presents are upon this further condition that he or they will at the expiration or sooner determination of the said term of five years surrender the aforesaid part of the said mallee block to be occupied by the lessee as aforesaid and give peaceable and quiet possession thereof to Her Majesty her heirs and successors.

22. That these presents are upon this further condition that he or they will covenant with Her Majesty her heirs and successors that he or they will observe and perform the aforesaid terms conditions covenants and clauses modified as aforesaid.

In witness whereof His Excellency the Right Honorable JOHN ADRIAN LOUIS Earl of Hopetoun Viscount Aithrie and Baron Hope in the Peerage of Scotland Baron Hopetoun of Hopetoun and Baron Niddry of Niddry Castle in the Peerage of the United Kingdom Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said Colony the Board of Land and Works hath hereunto affixed its Common Seal and the Lessee hath hereunto set his hand and seal.

The Common Seal of the Board of Land and Works was hereunto affixed the day of in the year of our Lord One thousand eight hundred and in the presence of— President. Member. (L.S.)

Signed sealed and delivered by the above-named in the presence of— (L.S.)

## SCHEDULE D.

Sections 148, 149, and 150, "Land Act 1890," Part II., as amended by the  
"Land Act 1891."

Entered in the Register Book Vol. Fol.

THIS INDENTURE made the first day of \_\_\_\_\_ in the year of our Lord  
One thousand eight hundred and \_\_\_\_\_ between His Excellency The  
Right Honorable JOHN ADRIAN LOUIS Earl of Hopetoun Viscount Aithrie and  
Baron Hope in the Peerage of Scotland Baron Hopetoun of Hopetoun and  
Baron Niddry of Niddry Castle in the Peerage of the United Kingdom Knight  
Grand Cross of the Most Distinguished Order of Saint Michael and Saint  
George Governor and Commander-in-Chief in and over the Colony of Victoria  
and its Dependencies in the name and on behalf of Her Most Gracious Majesty  
Queen Victoria of the first part the Board of Land and Works (hereinafter  
referred to as "the Board") of the second part and  
of \_\_\_\_\_ Registrar of Titles.  
Victoria (hereinafter called the "lessee") of the third part.  
Whereas the lessee has under the provisions of the *Land Act 1890*, Part II.,  
as amended by the *Land Act 1891*, made application for a lease of the mallee  
block intended to be hereby demised and delineated with the boundary lines  
thereof on the plan kept of the mallee country in accordance with the provisions  
of the 146th section of the said Act and therein numbered \_\_\_\_\_  
(Whereas the right to a lease of the mallee block hereinafter described and being  
part of a mallee block demisable as a mallee block under section one hundred  
and seventy of the *Land Act 1890*, Part II., was in accordance with the pro-  
visions of the said Act duly offered for sale by auction on the  
day of \_\_\_\_\_ One thousand eight hundred and \_\_\_\_\_ and  
at such auction sale the said lessee was the bidder of the highest sum by way  
of premium for the right to a lease in respect of such block and duly paid such  
premium at the time of such auction sale:\*) And whereas the Governor in  
Council has agreed to grant this lease for the term of \_\_\_\_\_  
Now this Indenture witnesseth that in consideration of the rent hereby reserved  
and of the covenants by the lessee hereinafter contained Her Majesty doth by  
these presents grant and demise unto the lessee his executors administrators  
and assigns All that mallee block being formerly part of the mallee block  
numbered \_\_\_\_\_ on the said plan kept as aforesaid and delineated on  
the plan copied from such first-mentioned plan and the boundaries of which  
said mallee block hereby demised are set out and marked out and coloured  
red on the plan drawn in the margin of these presents and  
which mallee block as hereby demised is distinguished as the  
mallee block demised under section one hundred and seventy  
of the said recited Act by the number \_\_\_\_\_  
(excepting thereout any lands within the said area that are  
held by any person or persons in fee simple or other lesser  
estate or interest) together with the appurtenances excepting  
and reserving unto Her Majesty her heirs and successors all  
gold and silver and auriferous and argentiferous earth or stone and all copper  
tin antimony coal and all other metals and minerals and mineral ores whatso-  
ever and all mines seams veins lodes and deposits containing gold silver copper  
tin antimony coal and other metals and minerals and mineral ores in upon and  
under the said demised premises together with liberty for Her Majesty her  
heirs and successors and her or their agents servants lessees licensees and  
assigns at any time or times during the said term to enter upon the said land  
and to search and mine therein for gold silver copper tin antimony coal and  
other metals and minerals and mineral ores and to remove therefrom any gold  
silver auriferous and argentiferous earth or stone copper tin antimony coal and  
other metals and minerals and mineral ores and for the purposes aforesaid to  
sink shafts make drives and do any other things which may be necessary or  
usual in mining: And also excepting and reserving unto Her Majesty her  
heirs and successors by the Governor with the advice aforesaid to grant in the  
manner and on the conditions prescribed in Part I. of the *Land Act 1890*  
licences to any person to enter upon any of the land comprised in the lease  
hereby granted and search for cut dig and take away any live or dead timber  
coal and other mineral gravel salt guano sand resin stone or limestone loam  
brick or other earth or to occupy the site of fishermen's residences drying  
grounds fellmongering establishments slaughter-houses brick or lime kilns or to  
erect pumps or collect ballast: And also excepting and reserving to Her  
Majesty her heirs and successors and each and every person being under the  
provisions of the *Land Act 1890* the lessee or the executors administrators or  
assigns of the lessee of any part of a mallee block or of a mallee allotment and  
the holder of a miner's-right or of a gold-mining or mineral lease or a licence  
to search for metals and minerals and her and their tenants agents workmen  
and servants liberty and right of ingress egress and regress at all times through  
over and across the premises hereby demised with or without horses cattle and  
other animals carts waggons and carriages to and from such mallee block or  
mallee allotment or part thereof respectively or to or from any claim or mine  
from and to any public road or track subject to such regulations to be made by  
the Governor in Council as may for the time being be in force: To have and  
to hold the premises hereinbefore expressed to be hereby demised unto the lessee  
his executors administrators and assigns for the term of \_\_\_\_\_  
years and \_\_\_\_\_ months from the first day of \_\_\_\_\_  
One thousand eight hundred and \_\_\_\_\_ subject to an earlier  
determination as herein provided: Yielding and paying therefor unto Her  
Majesty her heirs and successors during the said term by two equal half-yearly  
moieties on the \_\_\_\_\_ day of \_\_\_\_\_ and the \_\_\_\_\_  
day of \_\_\_\_\_ in each year the rents hereinafter specified that is to say  
during the first five years of the said term an annual rent after the rate of four-  
pence per head on the average number of sheep and two shillings per head on  
the average number of cattle actually depasturing on the land hereby demised  
and during the second five years of the said term an annual rent after the rate  
of sixpence per head on such sheep and three shillings per head on such cattle  
and during the remainder of the said term an annual rent after the rate of six-  
pence per head on such sheep and three shillings per head on such cattle and in  
case in any half-year during the said term there shall not be such a number of  
sheep and cattle depasturing as aforesaid as at the rate for the time being  
payable will produce a half-yearly rent at the rate of a clear yearly minimum  
rent of five shillings for each square mile or fractional part of a square mile of  
the said block hereby demised then such a sum as together with the rent  
payable for the sheep and cattle actually depasturing during the preceding  
half-year will amount to a half-yearly rent at the rate of the said minimum  
yearly rent of five shillings in the same manner as if a number of sheep and  
cattle sufficient to have produced that sum had actually been depasturing  
thereon the first half-yearly payment of the first of the said rents clear of all  
deductions to be made on the \_\_\_\_\_ day of \_\_\_\_\_  
One thousand eight hundred and ninety- \_\_\_\_\_ and the first half-yearly  
payment of the second of the said rents to be made on the \_\_\_\_\_

\* Note.—The section in parentheses is omitted from leases under section 150.

day of One thousand eight hundred and ninety-  
and the first half-yearly payment of the last of the said rents to be made on  
the day of One thousand nine hundred and

And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with Her Majesty her heirs and successors that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will during the said term pay the said rents hereinbefore reserved at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will throughout the said term duly fill up and deliver the sheep and cattle rent returns required by the one hundred and seventy-second section of the Act in pursuance of and in all respects in accordance with the provisions of such section.

3. That he or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.

4. That he or they will not cultivate assign sublet or part with the possession of the land hereby demised or any portion thereof without in each case the previous consent of the Board of Land and Works signified in writing.

5. That he or they will forthwith after the granting of this lease commence to destroy and will within three years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act* 1890 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon the lands demised by this lease and will keep the same free of such animals and birds to the satisfaction of the Board of Land and Works during the term hereby granted.

6. That he or they will repair and keep in good condition and repair during the continuance of the term hereby granted all houses fences wells reservoirs tanks dams and all improvements of a permanent character situated on the premises hereby demised whether made erected or constructed by the said lessee his executors administrators or assigns or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee his executors administrators or assigns will not remove fill up or render useless or cause to be removed filled up or rendered useless any of the same without first obtaining the permission of the Board of Land and Works signified in writing.

7. That he or they will abide by every determination made under the regulations aforesaid in pursuance of the provisions hereinbefore and hereinafter contained both with reference to the character and class of the improvements and to the value thereof.

8. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to Her Majesty or her successors the land and premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements of a permanent character that now are or may be made erected or constructed thereon in such good and sufficient repair and order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.

9. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.

10. *That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage except for surface damage done to any improvements thereon.*

11. That he or they will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.

12. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect And without prejudice to any other condition and in addition and as ancillary to the provisions of the 181st section of the said Act.

13. That these presents are upon this further condition that Her Majesty her heirs and successors shall have the right from time to time and at all times during the term hereby granted to resume possession of any part or parts of the land hereby demised other than the site of the homestead and improvements connected therewith erected by the lessee his executors administrators and assigns which shall in no case exceed an area of six hundred and forty acres which may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or for any of the purposes set forth in sections 97 and 99 of the *Land Act* 1890 except that mentioned in subdivision seven of the said section 99 and upon such resumption as aforesaid such lands shall be deemed to be Crown lands not under lease or licence within the meaning of the said section.

14. That these presents are upon this further condition that Her Majesty her heirs and successors may from time to time and at all times during the term hereby granted in accordance with regulations in that behalf to be made by the Governor in Council under the authority of the *Land Act* 1890 resume for mining purposes and re-enter upon any part or parts of the land hereby demised upon payment out of the Consolidated Revenue within six months after every exercise of the rights of resumption hereinbefore reserved for his improvements on the land so resumed to the lessee the value of all substantial buildings fences wells reservoirs tanks dams and all improvements of a permanent character made erected or constructed by the lessee his executors administrators or assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of the land hereby demised as follows that is to say if such resumption shall be made during the first half of the term hereby granted then the lessee his executors administrators or assigns shall be paid the full value of such buildings and fences and if such resumption shall be made during the third quarter of the said term then the lessee his executors

administrators or assigns shall be paid one-half of the value of such buildings and fences and if such resumption shall be made during the last quarter of the said term then the lessee his executors administrators or assigns shall be paid one-fourth the value of such buildings and fences the character and class of the improvements and the aforesaid values in all cases to be determined in accordance with Regulations in that behalf made by the Governor in Council under the authority of the said Act and every such determination shall be binding and conclusive provided but nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the premises hereby demised in search of gold than was at the time of the passing of the same Act possessed by the then pastoral tenants under Act No. 360.

15. That these presents are upon this further condition that if and whenever any part of the said several rents shall be in arrear for thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements whether positive or negative by the lessee hereinbefore contained and this lease be avoided by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect under any of the conditions aforesaid it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming under him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave or licence of the lessee his executors or administrators and all persons claiming under them to Her Majesty and any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

16. That these presents are upon this further condition that if and whenever the term hereby granted may be determined by or on behalf of Her Majesty her heirs or successors at any time in accordance with the notice herein provided for And if the Governor or the President for the time being of the Board of Land and Works shall give not less than three years' previous notice in the *Government Gazette* of an intention to determine such term then and in such case at the expiration of such notice these presents and the term hereby granted shall absolutely determine but in such case the lessee his executors administrators or assigns shall be paid out of the Consolidated Revenue within six months from such determination for his interest in this lease and the value of all wells reservoirs tanks or dams of a permanent character situated on such land and constructed by the lessee his executors administrators or assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of such land and shall be paid the full value of all substantial buildings and fences made upon such land by the lessee his executors administrators or assigns during the currency of this lease according to the same scale and at the same rate as hereinbefore provided in case of the exercise of the powers of resumption hereinbefore contained the character and class of the improvements and the aforesaid values to be determined in accordance with the Regulations aforesaid And every such determination shall be binding and conclusive and the compensation to be paid to the lessee in respect of his interest in this lease shall be determined in a similar manner to that provided by the *Lands Compensation Act 1890* or any Act amending the same provided that the amount of such compensation shall be assessed irrespective of any wells reservoirs tanks dams buildings and fences upon the demised land for which the lessee his executors administrators or assigns may have previously received payment or compensation and which shall not be again allowed for.

17. That these presents are upon this further condition that if and when the term hereby granted shall expire by effluxion of time then the lessee his executors administrators or assigns shall be paid out of the Consolidated Revenue within six months after such effluxion the value of all wells reservoirs tanks or dams of a permanent character situated on the land hereby demised and constructed by such lessee his executors administrators or assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of such land such value to be determined in accordance with the Regulations aforesaid and every determination to be binding and conclusive And if the said term shall expire by effluxion of time and if the lessee his executors administrators or assigns have during the last five years of the said term effected with the previous consent of the said Board signified in writing any improvements on the land hereby demised then the lessee his executors administrators or assigns shall be paid by the Board the full value of such improvements within six months after the termination of the said term the amount to be determined in accordance with the aforesaid Regulations and which determination shall be binding and conclusive provided always that the lessee his executors administrators and assigns shall be entitled to only one payment or compensation in respect of the same subject-matter.

In witness whereof His Excellency the Right Honorable JOHN ADRIAN LOUIS Earl of Hopetoun Viscount Aithrie and Baron Hope in the Peerage of Scotland Baron Hopetoun of Hopetoun and Baron Nidry of Nidry Castle in the Peerage of the United Kingdom Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George Governor and Commander-in-Chief in and over the Colony of Victoria and its dependencies hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said Colony the Board of Land and Works hath hereunto affixed its Common Seal and the Lessee hath hereunto set his hand and seal the day and year first above written.

The Common Seal of the Board of Land and Works was hereunto affixed the day of _____ in the year of our Lord One thousand eight hundred and _____ in the presence of—	) President. Member.	(t.s.)
Signed sealed and delivered by the above-named _____ in the presence of—	)	(t.s.)

## SCHEDULE DA.

13.6.92.

## LEASE OF MALLEE ALLOTMENT.

Section 157, *Land Act 1890*, Part II., as amended by the *Land Act 1891*.

THIS Indenture made the first day of \_\_\_\_\_ in the year of our Lord  
 One thousand eight hundred and \_\_\_\_\_ between His Excellency  
 Governor and Commander-in-Chief in and over the colony of  
 Victoria and its Dependencies in the name and on behalf of Her Most Gracious  
 Majesty Queen Victoria of the first part the Board of Land and Works (herein-  
 after referred to as "the Board") of the second part and  
 of \_\_\_\_\_ Victoria (hereinafter called the "lessee") of the third  
 part Whereas the lessee has under the provisions of the *Land Act 1890*, Part II.,  
 as amended by the *Land Act 1891*, made application for a lease of the mallee  
 allotment intended to be hereby demised and delineated with the boundary  
 lines thereof on the plan kept of the mallee border of the mallee country in  
 accordance with the provisions of the 156th section of the said Act and therein  
 numbered \_\_\_\_\_ county of \_\_\_\_\_ And whereas the  
 Governor by Order in Council dated the \_\_\_\_\_ day of \_\_\_\_\_  
 One thousand eight hundred and \_\_\_\_\_ made in pursuance of the  
 powers conferred on him in that behalf has directed that the depth down to  
 which land of the Crown to be leased as a mallee allotment shall be  
 \_\_\_\_\_ feet And whereas the Governor in Council has agreed to grant  
 this lease subject to the limitation as to depth as aforesaid for the term of  
 \_\_\_\_\_ at the annual rental of \_\_\_\_\_ being the rent  
 determined in accordance with the regulations made by the Governor in Council  
 in pursuance of the provisions of the said Act and the said lessee has paid half  
 a year's rent in advance Now this indenture witnesseth that in consideration  
 of the payment aforesaid and of the rent hereby reserved and of the covenants  
 by the lessee hereinafter contained Her Majesty doth by these presents grant  
 and demise unto the lessee his executors administrators and assigns the surface  
 and down to the depth aforesaid of all that mallee allotment numbered \_\_\_\_\_  
 county of \_\_\_\_\_ on the said plan kept as  
 aforesaid and delineated on the plan copied from such first-mentioned plan  
 drawn in the margin of these presents and therein coloured yellow (excepting  
 thereout any lands within the said area that are held by any person or persons  
 in fee simple or other lesser estate or interest) and also numbered \_\_\_\_\_  
 county of \_\_\_\_\_ Together with the appur-  
 tenances Excepting and reserving unto Her Majesty her heirs and successors  
 all gold and silver and auriferous and argentiferous earth or stone and all  
 copper tin antimony coal and all other metals and minerals and mineral ores  
 whatsoever and all mines seams veins lodes and deposits containing gold silver  
 copper tin antimony coal and other metals and minerals and mineral ores in  
 upon and under the said demised premises together with liberty for Her Majesty  
 her heirs and successors and her or their agents servants lessees licensees and  
 assigns at any time or times during the said term to enter upon the said land  
 and to search and mine therein for gold silver copper tin antimony coal and  
 other metals and minerals and mineral ores and to remove therefrom any gold  
 silver auriferous and argentiferous earth or stone copper tin antimony coal and  
 other metals and minerals and mineral ores and for the purposes aforesaid to  
 sink shafts make drives and do any other things which may be necessary or  
 usual in mining And also excepting and reserving to Her Majesty her  
 heirs and successors and each and every person being under the provisions  
 of the *Land Act 1890* the lessee or the executors administrators or assigns  
 of the lessee of any part of a mallee block or of a mallee allotment and the  
 holder of a miner's right or of a gold-mining or mineral lease or a licence to  
 search for metals and minerals and her and their tenants agents workmen and  
 servants liberty and right of ingress egress and regress at all times through  
 over and across the premises hereby demised with or without horses cattle  
 and other animals carts waggons and carriages to and from such mallee  
 block or mallee allotment or part thereof or to or from any claim or mine  
 from and to any public road or track subject to such regulations to be  
 made by the Governor in Council as may for the time being be in force  
 And also excepting and reserving unto Her Majesty her heirs and successors  
 by the Governor with the advice aforesaid to grant in the manner and on the  
 conditions prescribed in Part I. of the *Land Act 1890* licences to any person  
 to enter upon any of the land comprised in the lease hereby granted and search  
 for cut dig and take away any live or dead timber coal and other mineral gravel  
 salt guano sand resin stone or limestone loam brick or other earth or to occupy  
 the site of fishermen's residences drying grounds fellmongering establish-  
 ments slaughter-houses brick or lime kilns or to erect pumps or collect ballast  
 To have and to hold the premises hereinbefore expressed to be hereby demised  
 unto the lessee his executors administrators and assigns for the term of  
 \_\_\_\_\_ from the first day of \_\_\_\_\_ One thousand eight  
 hundred and \_\_\_\_\_ Yielding and paying therefor during the said  
 term the yearly rent of \_\_\_\_\_ by two equal half-yearly payments  
 in advance on the first day of \_\_\_\_\_ and the first day of \_\_\_\_\_  
 in every year clear of all deductions the first of the said half-yearly payments  
 having been made as aforesaid the next of the said half-yearly payments to be  
 made on the first day of \_\_\_\_\_ next and the last of the said half-  
 yearly payments to be made on the first day of \_\_\_\_\_ next preceding the  
 expiration of the said term And the lessee doth hereby for himself his heirs  
 executors administrators and assigns covenant and agree with Her Majesty her  
 heirs and successors that he the lessee his executors administrators or assigns  
 will observe and perform and be bound by the several covenants conditions  
 provisos agreements acts matters and things hereinafter contained (that is  
 to say):—

1. That he or they will during the said term pay the said rent hereinbefore reserved at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That he or they will not cultivate assign sublet or part with the possession of the mallee allotment hereby demised or any portion thereof without the previous consent of the Board of Land and Works signified in writing.
4. That he or they will forthwith after the granting of this lease commence to destroy and will within three years after the granting of this lease have destroyed to the satisfaction of the Board of Land and Works the animals and birds by the *Land Act 1890* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Act upon such mallee allotment and will keep the same free of such animals and birds to the satisfaction of the Board of Land and Works during the term hereby granted.



5. That he or they will repair and keep in good condition and repair during the continuance of the term hereby granted all houses fences wells reservoirs tanks dams and all improvements of a permanent character situated on the premises hereby demised whether made erected or constructed by the said lessee his executors administrators or assigns or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee his executors administrators or assigns will not remove fill up or render useless or cause to be removed filled up or rendered useless any of the same without first obtaining the permission of the Board of Land and Works signified in writing.

6. That he or they will abide by every determination made under the regulations in pursuance of the provisions hereinbefore and hereinafter contained both with reference to the character and class of the improvements and to the value thereof.

7. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to Her Majesty or her successors the premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements of a permanent character that now are or may be made erected or constructed thereon in such good and sufficient repair and order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained.

8. That he or they will permit any person appointed in that behalf by the Board of Land and Works at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.

9. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery without making any compensation to the lessee his executors administrators or assigns for surface or other damage except for surface damage done to any improvements thereon.

10. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto.

11. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect And without prejudice to any other condition and in addition and as ancillary to the provisions of the 181st section of the said Act.

12. That these presents are upon this further condition that Her Majesty her heirs and successors shall have the right from time to time and at all times during the term hereby granted to resume possession of any part or parts of the land hereby demised other than the site of the homestead and improvements connected therewith erected by the lessee his executors administrators and assigns which shall in no case exceed an area of six hundred and forty acres which may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or for any of the purposes set forth in sections 97 and 99 of the *Land Act 1890* except that mentioned in subdivision seven of the said section 99 and upon such resumption as aforesaid such lands shall be deemed to be Crown lands not under lease or licence within the meaning of the said section.

13. That these presents are upon this further condition that Her Majesty her heirs and successors may from time to time and at all times during the term hereby granted in accordance with regulations in that behalf to be made by the Governor in Council under the authority of the *Land Act 1890* resume for mining purposes and re-enter upon any part or parts of the land hereby demised upon payment for his improvements on the land so resumed to the lessee the full value of all houses fences wells reservoirs tanks dams and all improvements of a permanent character made erected or constructed by such lessee and in respect of which compensation is payable under the *Land Act 1890* to be determined as by the said Act provided but nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the

NOTE.—The lengths of the boundaries are approximately given in this plan in chains.

premises hereby demised in search of gold than was possessed by pastoral tenants under Act No. 360.

14. That these presents are upon this further condition and Her Majesty reserves to Her Majesty her heirs and successors the right to resume after having given three years' notice in the *Government Gazette* possession of the whole or any part of the land hereby demised upon payment to the lessee for his interest in such lease together with the value of houses fences wells reservoirs tanks dams and all improvements of a permanent character made or erected or constructed by the lessee during the currency of this lease and in respect of which compensation is payable under the *Land Act 1890* to be determined as by the said Act provided Provided that the sum paid in respect of such improvements by the Board shall not exceed the sum expended thereon by the lessee and that such sum shall be determined in accordance with regulation in that behalf made by the Governor in Council and that the compensation to be paid to the lessee in respect of his interest in the lease shall be determined in manner provided by the *Lands Compensation Act 1890*.

15. That these presents are upon this further condition that if and whenever any part of the said rent shall be in arrear for thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect under either of the conditions aforesaid it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming under him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any

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person whomsoever the defendants or defendant to such action may plead leave or licence in bar thereof and these presents shall be conclusive evidence of the leave or licence of the lessee his executors or administrators and all persons claiming under them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

In witness whereof His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies hath on behalf of Her Majesty the Queen caused this demise to be sealed with the seal of the said Colony the Board of Land and Works hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal the day and year first above written.

(L.S.)  
The common seal of the Board of Land and Works was hereunto affixed the day of in the year of our Lord One thousand eight hundred and in the presence of—

President.  
Member.

Signed sealed and delivered by the }  
above-named } (L.S.)  
in the presence of—

27.7.91.

SCHEDULE E.—(CHAP. IV., SEC. 1.)

Section 180.

APPLICATION FOR PERMISSION TO TRANSFER MALLEE LEASE.

Block.

Date—  
Address by post—

the undersigned, being the lessee of mallee block number held under the provisions of Part II. of the *Land Act* 1890, do hereby apply to transfer interest in the lease to of

Name—

The President of the  
Board of Land and Works.

27.7.91.

SCHEDULE E (2).—(CHAP. IV., SEC. 1.)

Section 180.

APPLICATION FOR PERMISSION TO TRANSFER MALLEE LEASE.

Allotment.

*Land Act* 1890, Part II.

Address—

Date—

Sir,—I of being the holder of a mallee allotment lease, as per margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, hereby apply to the Board of Land and Works for its sanction, in writing, to the transfer of part\* the said lease to of  
Sq. Miles: Acres. One pound, being the fee for the certificate of the Board's sanction, is forwarded herewith.

I have the honour to be, Sir,  
Your most obedient servant,

The President of the  
Board of Land and Works.

\*If application is for transfer of the whole allotment, strike out the words *Part of*.

DECLARATION TO BE MADE BY LESSEE WHEN APPLYING TO TRANSFER.

I, of in the colony of Victoria, do solemnly and sincerely declare that I have paid all rents and fees due to date in respect of my lease under section 157 of the *Land Act* 1890, for mallee allotment county of That I have erected chains of fencing on the land of the value of the said land to the value of £ per chain; that I have effected other improvements upon and that my reasons for desiring to transfer are And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared before me at in the colony }  
aforesaid, this day of in the year of }  
our Lord One thousand eight hundred and ninety- }  
Justice of the Peace.

*Land Act* 1890, Part II.

APPLICATION BY PROPOSED TRANSFEREE FOR THE TRANSFER TO HIM OF A LEASE FOR A MALLEE ALLOTMENT UNDER PART II. OF THE "LAND ACT 1890."

I, of hereby make application for the transfer to me of the lease for part\* mallee allotment No. county of and I undertake, in the event of the said transfer being sanctioned by the Board of Land and Works, to faithfully carry out all the covenants and conditions of the said lease.

Signature—

\*If application is for transfer of the whole allotment, strike out the words *Part of*.

I, \_\_\_\_\_ of \_\_\_\_\_ hereby declare that the area I now desire to obtain by transfer would not, if added to the area already leased by me under section 157, *Land Act 1890*, exceed 20,000 acres; that I am not under 18 years of age. And that with respect to this application I am not an agent, or a servant of, or a trustee for any other person; that I have not entered into or promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the mallee allotment in respect of which this application is made; or any part thereof; or my interest therein; or the usufruct thereof; that I intend to occupy the said mallee allotment for my own use and benefit solely; that if my application be granted it is my intention to comply with the provisions of Part II. of the *Land Act 1890*, and that the statements made by me in reply to the questions hereto subjoined are true and correct in every particular.

*Questions and Statements referred to in the Declaration.*

Questions.	Statements in Reply.
1. What is your occupation, and where have you resided during the last twelve months? .....	.....
2. Do you own any land in fee simple? If so, state the number of acres, situation, and purpose to which it has been applied? .....	.....
3. Have you at any time obtained any land under lease or licence from the Crown? If so, Under what section and Act? .. Where situated? .. What area? .. What use did you make of it? ..	.....
4. Have you obtained a lease under section 15 of <i>The Mallee Pastoral Leases Act 1883</i> ; or section 157 of the <i>Land Act 1890</i> ? .. When? .. In what county is the holding situated? .. Area? ..	.....

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Signature—  
Occupation—  
Address—

Declared at \_\_\_\_\_ in the colony of Victoria, this \_\_\_\_\_ day of \_\_\_\_\_ 1893 before me \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Balliwick of the colony of Victoria.

\* The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.

\* I hereby certify that this declaration was read to the declarant in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 1893 \_\_\_\_\_ Justice of the Peace in and for the \_\_\_\_\_ Balliwick of the colony of Victoria.

SCHEDULE F.—(CHAP. IV. s. 2.)

Section 180.

The Governor in Council has allowed the transfer of the interest of \_\_\_\_\_ in and to this lease and of the right of occupation conferred thereby to \_\_\_\_\_ and the said allowance has been registered at the office of the Board of Land and Works this \_\_\_\_\_ day of \_\_\_\_\_ 1893

Fee paid at: \_\_\_\_\_ President.  
Member.

SCHEDULE G.—(CHAP. V. s. 1.)

Sub-section 2 of Section 162.

FORM OF APPLICATION FOR CONSENT OF BOARD TO CULTIVATE.

Date— \_\_\_\_\_ of \_\_\_\_\_

being the lessee of mallee { [Name or names in full.] } do hereby apply for permission to cultivate the portion of land described hereunder, and for the purpose specified.

Area.	Position.	Nature of Cultivation Proposed.	Purpose to which Produce will be Applied.
	[As shown on accompanying tracing.]		

Signature—  
Address by post—

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SCHEDULE H.

VOTING-PAPER.

I, \_\_\_\_\_ the undersigned, being the owner  
of \_\_\_\_\_ sheep, \_\_\_\_\_ cattle, depasturing on mallee  
block No. \_\_\_\_\_ [or Nos. \_\_\_\_\_] [or lessee of mallee allotment No. \_\_\_\_\_]  
county of \_\_\_\_\_ and entitled to \_\_\_\_\_ votes for the election  
of members of the Local Committee for the \_\_\_\_\_ Vermin District  
hereby vote for \_\_\_\_\_ of \_\_\_\_\_ as members of the Local  
Committee for the said district.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 189

Signature.	Address.	Number of Votes.

\* If the vote is given by proxy, the voting-paper should be signed A. B. [person entitled to vote] by his duly authorized proxy.

I, \_\_\_\_\_ the undersigned, the lessee of mallee allotment No. \_\_\_\_\_  
county of \_\_\_\_\_ situated in \_\_\_\_\_ Vermin District,  
and entitled to one vote for the election of members of the Local Committee  
for the \_\_\_\_\_ Vermin District hereby vote for \_\_\_\_\_  
of \_\_\_\_\_ as members of the Local Committee for the said district.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 189

Signature—

SCHEDULE I.

FORM OF PROXY.

I, \_\_\_\_\_ of \_\_\_\_\_ being the lessee of  
mallee block No. \_\_\_\_\_ of which I am running \_\_\_\_\_ sheep,  
cattle, mallee allotment No. \_\_\_\_\_ situate in \_\_\_\_\_ Vermin District  
and entitled to \_\_\_\_\_ votes for the election of members of Local Com-  
mittee for the said district, hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
as my proxy to vote for me on my behalf at the election of members of the  
said Committee to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 189

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 189

Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_

I, \_\_\_\_\_ the undersigned, the lessee of mallee allotment No. \_\_\_\_\_  
county of \_\_\_\_\_ situats in \_\_\_\_\_ Vermin District, and entitled to  
one vote for the election of members of Local Committee for the said  
district, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for  
me on my behalf at the election of members of the said Committee to be  
held on the \_\_\_\_\_ day of \_\_\_\_\_ 189

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 189

Signed by the said \_\_\_\_\_ in the presence of \_\_\_\_\_

SCHEDULE J.

FORM OF NOTICE.—SECTION 194.

To \_\_\_\_\_ lessee of mallee  
We, \_\_\_\_\_ do hereby, under and by virtue of the 194th  
section of Part II, Division 5 of the Land Act 1890, give you notice and  
require you to destroy all vermin upon mallee block No. \_\_\_\_\_  
or mallee allotment No. \_\_\_\_\_ occupied by you, within thirty  
days of the service hereof upon you. And we do further give you notice  
that, if you fail to destroy such vermin within the time aforesaid, we, or  
some other person authorized by us, will enter upon the said mallee block  
or mallee allotment, and use such means as may seem expedient to take and  
destroy vermin and remove the carcasses or any portion thereof, and for  
that purpose, if deemed necessary, will stop any burrows or holes, and after  
forty-eight hours' notice to you and the adjoining owners, lessees, and occu-  
piers (if any) will burn or destroy any brushwood or fences on such land  
which may be found to harbour vermin.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 189

Chairman of Local Committee.

SCHEDULE K.

CERTIFICATE OF DESTRUCTION.

We hereby certify that \_\_\_\_\_ of \_\_\_\_\_  
in the district of \_\_\_\_\_ delivered to us the scalps of  
destroyed within this district, and more particularly described below, and  
that he is entitled to receive payments for the same to the amount of \_\_\_\_\_  
And we further certify that such scalps have been duly  
destroyed in our presence.

Member of Committee.

Secretary.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 189

July 13, 1893

## CERTIFICATE—continued.

## Schedule of Scalps delivered as above.

Description.	Number.	Rate.	Amount.		
Kangaroo ... ..					
Wallaby ... ..					
Rabbit ... ..					
Native dog ... ..					
Total ... ..					

I hereby authorize \_\_\_\_\_ of \_\_\_\_\_ to receive from the Committee of the \_\_\_\_\_ district the amount owing to me as above stated.

Signature of claimant—

Witness—

I have this day received from the said Committee on account of \_\_\_\_\_ the sum of \_\_\_\_\_ being amount owing to him in accordance with the above certificate.

Signature of payee—

## SCHEDULE L.

Office of Lands and Survey,  
Melbourne, 189

To M \_\_\_\_\_

SIR,

I have the honour to inform you that \_\_\_\_\_ the holder of Mallee Allotment No. \_\_\_\_\_ county of \_\_\_\_\_ of which you appear to be the duly registered mortgagee, has failed to fulfil and comply with or has committed a breach of the covenants and conditions of such lease relating to particulars of which are as follows :—

and I hereby, in accordance with the provisions of section 14, *Land Act* 1891, notify you of such failure or breach as aforesaid.

And further, I hereby notify you that if when three (3) months have elapsed from the date of this notice such covenants and conditions are not duly fulfilled, complied with, or observed, such lease will be declared void by the Governor in Council without further notice.

I have the honour to be,

Sir,

Your most obedient servant,

Secretary for Lands.

And the Honorable John McIntyre, Her Majesty's Commissioner of Crown Lands and Survey for Victoria, shall give the necessary directions herein accordingly.

HOS. BRISBANE,  
Acting Clerk of the Executive Council.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent data collection procedures and the use of advanced analytical techniques to derive meaningful insights from the data.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and processing, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that the data remains reliable and secure throughout its lifecycle.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that the data management processes remain effective and aligned with the organization's goals.