



SECOND SUPPLEMENT

TO THE

VICTORIA GOVERNMENT GAZETTE

OF WEDNESDAY, OCTOBER 30, 1901.

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MONDAY, NOVEMBER 4.

[1901.

ADDITIONS AND ALTERATIONS OF REGULATIONS
UNDER THE LAND ACTS.

At the Executive Council Chamber, Melbourne, the twenty-first day of October, 1901.

PRESENT:

His Excellency the Lieutenant-Governor of Victoria.
Mr. Wynne | Mr. Gurr.

WHEREAS by the Land Acts power is given to the Governor-in-Council from time to time to make, alter, or rescind rules, regulations, and orders for the various purposes specified in the said Acts, and generally for carrying out the provisions of the said Acts: Now therefore His Excellency the Lieutenant-Governor of the State of Victoria, with the advice of the Executive Council thereof, doth hereby make the following additions and alterations in the Regulations made under the provisions aforesaid (that is to say):—

ADDITIONS TO THE REGULATIONS MADE ON 4TH JULY, 1899.

CONDITIONAL PURCHASE LEASES.

Sections 108, 109, and 110, *Land Act 1898*.

Every conditional purchase lease issued pursuant to the provisions of Sections 108, 109, and 110 of the *Land Act 1898* shall be in the form and be subject to the conditions prescribed in Schedules 137, 138 and 139 hereto respectively.

SCHEDULE 137.

Entered in the Register Book vol. fol.
Assistant Registrar of Titles.

Land Act 1898, Section 108.

CONDITIONAL PURCHASE (VILLAGE COMMUNITY ALLOTMENT),
LEASE, (HOMESTEAD SECTION),
SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the Land Acts the first day of in the year of our Lord One thousand nine hundred and being the day the person hereinafter named became entitled to this Lease between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease permit of and occupies a

village community allotment of swamp reclaimed land being the land homestead section hereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the terms of section 108 of the *Land Act 1898* And whereas such land is of the value of pounds shillings and pence being calculated at the rate of per acre and being the sum set out in the lease permit aforesaid fixed by a Land Classification Board And whereas the lessee under the provisions of Section 108 aforesaid has made application for the conditional purchase of the said land under Division 7 of Part I. of the *Land Act 1898* by sixty half-yearly instalments And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of Section 108 of the *Land Act 1898* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land being allotment of section parish of county of in the state of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole of such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any

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

public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being. And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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 useful in mining. Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying in respect thereof the sum of _____ (which amount is made up of the sum of _____ representing the purchase money and with respect to which the sum of _____ the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of _____ together with the sum of _____ the amount of money owing on account of the advance from the Board in respect of the lease under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of _____ on the first day of _____ now next and the balance by _____ equal half-yearly instalments of _____ each on the first day of _____ and the first day of _____ in each and every year thereafter until by the several payments aforesaid the whole amount be paid. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his heirs and assigns 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 pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

4. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

5. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

6. That he or they will forthwith after the granting of this lease commence to destroy and will within two 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 land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and

permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

8. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term drains) now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

9. That he or they will forthwith fence off to the satisfaction of the Board all drains on each side thereof with a substantial fence and will prevent live stock from having access to the banks thereof.

10. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.

11. In the event of any drain being the boundary between the land hereby demised and any other swamp or reclaimed land held either in fee simple or under lease or licence from the Crown subject to a condition to maintain or keep open such drain the obligation of the lessee his executors administrators or assigns hereunder with regard to cleaning out or keeping open such boundary drain shall extend only to the centre line of such drain.

12. That he or they will permit any person appointed in that behalf by the Board 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.

13. 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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. 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 or which may be made pursuant to the *Land Acts* from time to time by the Governor in Council.

15. 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

16. That these presents are upon this further condition that the Board whenever it is in its opinion necessary for the effective draining of any other allotment of land in the vicinity may grant upon such terms and conditions and subject to such qualifications as it thinks fit authority to the owner or occupier of such other allotment to cut and use a drain through the land hereby demised such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby demised. In any such case neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of such allotment.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

18. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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 either by operation of law or 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 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 from under or through 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 His 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 from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

19. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

In witness whereof His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of 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 in the presence of—	President.	(L.S.)
	Member.	
Signed sealed and delivered by the above-named in the presence of—		(L.S.)

SCHEDULE 138.

Entered in the Register Book vol. fol.
Assistant Registrar of Titles.

Land Act 1893, Section 109.

CONDITIONAL PURCHASE LEASE (VILLAGE COMMUNITY ALLOTMENT). (HOMESTEAD SECTION).

THIS INDENTURE dated in accordance with the Land Acts the first day of in the year of our Lord One thousand nine hundred and being the day the person hereinafter named became entitled to this Lease between His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease permit of and occupies a village community allotment being the land herein referred to homestead section And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the terms of Section 109 of the *Land Act 1893* And whereas such land is of the value of pounds shillings and pence being calculated at the rate of per acre and being the sum set out in the lease permit aforesaid fixed by a Land Classification Board And Whereas the lessee under the provisions of Section 109 aforesaid has made application for the conditional purchase of the said land under Division 7 of Part I. of the *Land Act 1893* by half-yearly instalments And Whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of purchase money And Whereas the lessee is indebted to His Majesty or the Board in the sum of on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of Section 109 of the *Land Act 1893* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents. And this Indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns

to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land being allotment of section parish in the colony of Victoria containing and shown with the measurements and abutments thereof in the

map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins loads 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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 Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry

Yielding and Paying in respect thereof the sum of (which amount is made up of the sum of and with respect to which the sum of the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of of the amount or money owing on account of the advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of on the first day of now next and the balance by equal half-yearly instalments of each on the first day of and the first day of in each and every year thereafter until by the several payments aforesaid the whole amount be paid And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board 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 herein-after contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise 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 these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.
4. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

4. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

5. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

6. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

7. That he or they will forthwith after the granting of this lease commence to destroy and will within two 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 land hereby demised and will keep the same free of such animals and birds and free of Bothurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

8. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

9. That he or they will permit any person appointed in that behalf by the Board 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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisions contained in the Schedule hereto or which may be made pursuant to the *Land Acts* from time to time by the Governor in Council.

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 provisions 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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 either by operation of law or 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 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 from under or through 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 His 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 from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

15. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase-money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

In witness whereof His Excellency

Governor and Commander in Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____

One thousand nine hundred and _____ 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 in the presence of—

President.

Member.

Signed sealed and delivered by the above-named _____ in the presence of—

(L.S.)

(L.S.)

SCHEDULE 139.

Entered in the Register Book vol. _____ fol. _____
Assistant Registrar of Titles.

Land Act 1898, Section 109-110.

CONDITIONAL PURCHASE VILLAGE COMMUNITY ALLOTMENT,
LEASE, HOMESTEAD SECTION,
AND OTHER LAND.

THIS INDENTURE dated in accordance with the *Land Acts* the first day of _____ in the year of our Lord One thousand nine hundred and _____ being the day the person hereinafter named became entitled to this Lease between His Excellency _____ Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and _____ of _____

(hereinafter called the "lessee") of the third part. Whereas the lessee has heretofore been granted by the Board under the *Settlement on Lands Act 1893* a permit of and occupies a home-community allotment _____ being part of the land hereinafter referred to _____

And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the provisions of section 109 of the *Land Act 1898* and has in like manner under the terms of section 110 of the said Act applied to have the surrendered land with additional land (being together the land comprised in the description hereinafter contained) included in a conditional purchase lease under subdivision 7 of Part I. of the *Land Act 1898* application for which has been made by the lessee under the provisions of the said last mentioned Act. And whereas the whole of the land the subject of this demise is together estimated to be of the value of _____ made up of a sum of _____ the value of the land _____

the subject of the surrendered lease and the amount fixed by the Board _____ permit _____ and the amount set out _____ a land classification board and the sum of _____ the value of _____ therein _____

the additional land as fixed by the Board. And whereas the lessee has with his application paid the sum of _____ on account of the first two half-yearly instalments of purchase money. And whereas the lessee is indebted to His Majesty or the Board in the sum of _____ on account of an advance _____

from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of section 109 of the *Land Act 1898* is to be divided _____

into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee. Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents. And this Indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisions herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth _____

feet below the surface of all that piece of land situate _____

in the county of _____ parish of _____ in the State of Victoria containing _____ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and on such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of _____ years from the day of the date of these presents unless sooner determined as hereinafter provided. Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or assigns by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being. And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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. Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying in respect thereof the sum of _____ (which amount is made up of the sum of _____ representing the purchase money calculated as aforesaid and with respect to which the sum of _____ the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of _____ together with the sum of _____ the amount of money owing on account of the advance from the Board in respect of the _____ lease under the *Settlement on Lands Act 1899* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of _____ on the first day of _____ now next and the balance by _____ equal half-yearly instalments of _____ each on the first day of _____ and the first day of _____ in each and every year thereafter until by the several payments aforesaid the whole amount be paid. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—

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

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 pay by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the value of the improvements existing on the additional land hereby demised.

4. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

5. That these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

6. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

7. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

8. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1890* included by 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 land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

9. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

10. That he or they will permit any person appointed in that behalf by the Board 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.

11. 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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

12. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisions contained in the Schedule hereto or which may be made pursuant to the Land Acts from time to time by the Governor in Council.

13. 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 provisions 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

14. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein reserved for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

15. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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 either by operation of law or by a determination of the Governor in Council as 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 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 from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as in case His 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

from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such cation or other proceedings.

16. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the _____ day of _____

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 in the presence of—

President.

(L.S.)

Signed sealed and delivered by the above-named _____ in the presence of—

(L.S.)

Section 110 of the *Land Act 1898* as amended by Section 17 of the *Land Act 1900* (No. 2).

Every conditional purchase lease issued pursuant to the provisions of section 110 of the *Land Act 1898* as amended by section 17 of the *Land Act 1900* (No. 2) shall be in the form and be subject to the conditions prescribed in Schedule 140 hereto.

SCHEDULE 140.

Entered in the Register Book vol. _____ fol. _____

Assistant Registrar of Titles.

Land Act 1898, Section 110, as amended by Section 17 of the *Land Act 1900* (No. 2).

CONDITIONAL PURCHASE VILLAGE COMMUNITY ALLOTMENT, LEASE, HOMESTEAD SECTION, AND OTHER LAND, SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the *Land Acts* the first day of _____ in the year of our Lord One thousand nine hundred and _____ being the day the person hereinafter named became entitled to this Lease between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 heretofore been granted by the Board under the *Settlement on Lands Act 1893* a permit of and occupies a village community allotment homestead section of swamp land being part of the land hereinafter referred to

And whereas the lessee has in writing applied to the Board for permission to surrender such lease to His Majesty in accordance with the provisions of section 108 of the *Land Act 1898* and has in like manner under the terms of section 110 of the said Act applied to have the surrendered land with additional land (being together the land comprised in the description hereinafter contained) included in a conditional purchase lease under subdivision 7 of Part I. of the *Land Act 1898* application for which has been made by the lessee under the provisions of the said last mentioned Act And whereas the whole of the land the subject of this demise is together estimated to be of the value of _____ made up of a sum of _____

the value of the land the subject of the surrendered lease and the amount set out therein fixed by a land classification board and the sum of _____ the value of the additional land as fixed by the Board And whereas the lessee has with his application paid the sum of _____ on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of _____ on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of section 108 of the *Land Act 1898* is to be divided into equal instalments extending over the term of this lease and added to the instalments of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board doth respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this Indenture

further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of _____ feet below the surface of all that piece of land situate in the county _____ of _____ parish of _____ in the State of Victoria containing _____ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and on such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term _____ years from the day _____ of the date of these presents unless sooner determined as hereinafter provided. Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed

and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or assigns by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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 Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying in respect thereof the sum of _____ (which amount is made up of the sum of _____ representing the purchase money and with respect to which the sum of _____ the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of _____ together with the sum of _____ the amount of money owing on account of the advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of _____ on the first day of _____ of _____ now next and the balance of _____ equal half-yearly instalments of _____ each on the first day of _____ and the first day of _____ in each and every year thereafter until by the several payments aforesaid the whole amount be paid And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board 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 pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 pay by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the value of the improvements existing on the additional land hereby demised.

4. That these presents are on this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

5. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

6. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

7. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board 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 land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

8. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

9. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are herein-after included and referred to under the term drains) now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

10. That he or they will forthwith fence on each side thereof with a substantial fence to the satisfaction of the Board all drains on the demised premises and will prevent live stock from having access to the banks of all such drains.

11. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.

12. In the event of any drain being the boundary between the land hereby demised and any other swamp or reclaimed land held either in fee simple or under lease or licence from the Crown subject to a condition to maintain or keep open such drain the obligation of the lessee his executors administrators or assigns hereunder with regard to cleaning out or keeping open such boundary drain shall extend only to the centre line of such drain.

13. That he or they will permit any person appointed in that behalf by the Board 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.

14. 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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

15. 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 or which may be made pursuant to the *Land Acts* from time to time by the Governor in Council.

16. 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

17. That these presents are upon this further condition that the Board whenever in its opinion it is necessary for the effective draining of any other allotment of land in the vicinity may grant upon such terms and conditions and subject to such qualifications as it thinks fit authority to the owner or occupier of such other allotment to cut and use a drain through the land hereby demised such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby

demised. In any such case neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of the other allotment aforesaid.

18. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

19. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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 either by operation of law or by a determination of the Governor in Council as 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 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 from under or through 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 His 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 from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

20. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the

One thousand
day of
nine hundred and 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 in
the presence of—
President. } (L.S.)
Member. }

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

Section 10 of the *Land Act 1900* as amended by section 17 of the
Land Act 1900 (No. 2).

Conditional purchase leases issued pursuant to section 10 of the *Land Act 1900* as amended by section 17 of the *Land Act 1900* (No. 2) for village community allotments, homestead allotments, or swamp or reclaimed lands shall be in the form and be subject to the conditions prescribed in Schedules 141 and 142 hereto respectively.

SCHEDULE 141.

Entered in the Register Book vol. fol.
Assistant Registrar of Titles.

Section 10, *Land Act 1900*, as amended by section 17, *Land Act 1900* (No. 2).

(VILLAGE COMMUNITY ALLOT-
MENT).
CONDITIONAL PURCHASE LEASE (HOMESTEAD ALLOTMENT).

THIS INDENTURE dated in accordance with the *Land Acts* the first day of in the year of our Lord One thousand nine hundred and (being the day the person herein-after named became entitled to this lease) between His Excellency Governor and Commander-in-Chief in and over the colony of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII.

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 under the provisions of subdivision 7 of Part I. of the *Land Act 1898* has made application for the conditional purchase by each of the allotment of land hereinafter referred to valued at the sum of

And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of principal and interest. Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land situate

in the county of parish of in the colony of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided. Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time

to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor or the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being. And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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. Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying therefor the sum of

equal half-yearly instalments of each on the first day of and the first day of in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of that will be in the year One thousand nine hundred and the last of the said half-yearly instalments to be made on the first day of next preceding the expiration of the term hereby created. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board 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 continued (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 pay by equal half-yearly instalments of £ each the sum of £ being the value of the improvements existing on the land hereby demised.

4. That these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

5. That these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

6. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

7. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

8. That he or they will forthwith after the granting of this lease commence to destroy and will within two 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 land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

9. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

10. That he or they will permit any person appointed in that behalf by the Board 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.

11. 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 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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

12. 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 or which may be made pursuant to the *Land Acts* from time to time by the Governor in Council.

13. 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

14. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

15. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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 either by operation of law or by a determination of the Governor in Council hereinafter 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 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 from under or through 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 His 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 law thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any hault 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 at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of 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

Our Lord One thousand nine hundred in the year of (L.S.)
in the presence of— President.
Member.

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

SCHEDULE 142.

Entered in the Register Book vol. fol.
Assistant Registrar of Titles.

Land Act 1900, Section 10, as amended by Section 17 of the *Land Act 1900* (No. 2).

CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the *Land Acts* the first day of in the year of our Lord One thousand nine hundred and (being the day the person hereinafter named became entitled to this Lease) between His Excellency Governor and Commander-in-Chief in and over the Colony of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. 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 under the provisions of subdivision 7 of Part I. of the *Land Act 1898* has made application for the conditional purchase by sixty half-yearly instalments of each of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of

And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of principal and interest. Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land situate in the county of parish of

in the Colony of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided. Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be

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

required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the

occupier of the land for the time being. And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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. Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying therefor the sum of

by equal half-yearly instalments of and the first day of each on the first day of

in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of

that will be in the year One thousand nine hundred and the last of the said half-yearly instalments to be made on the first day of next preceding the expiration of the term hereby created. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board 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 pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 pay by equal half-yearly instalments of £ each the sum of £ being the value of the improvements existing on the land hereby demised.

4. That these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

5. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

6. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

7. That he or they will forthwith after the granting of this lease commence to destroy and will within two 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 land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

8. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

9. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are herein after included and referred to under the term drains) now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby

demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

10. That he or they will forthwith fence off to the satisfaction of the Board all drains on each side thereof with a substantial fence and will prevent live stock from having access to the banks thereof.

11. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.

12. In the event of any drain being the boundary between the land hereby demised and any other swamp or reclaimed land held either in fee simple or under lease or licence from the Crown subject to a condition to maintain or keep open such drain the obligation of the lessee his executors administrators or assigns hereunder with regard to cleaning out or keeping open such boundary drain shall extend only to the centre line of such drain.

13. That he or they will permit any person appointed in that behalf by the board 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.

14. 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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

15. 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 or which may be made pursuant to the Land Acts from time to time by the Governor in Council.

16. 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

17. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquished and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

18. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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 either by operation of law or by a determination of the Governor in Council as 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 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 from under or through 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 His 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 on account of the same by any person whatsoever 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 from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

19. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall

upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of _____ 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 nine hundred _____ in the presence of—

President.

Member.

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

Schedule in Clause 14 of the above-written Indenture referred to.

That these presents are upon this further condition that the Board whenever it is in its opinion necessary for the effective draining of any other allotment of land in the vicinity may grant upon such terms and conditions and subject to such qualifications as it thinks fit authority to the owner or occupier of such allotment to cut and use a drain through the land hereby demised such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby demised. Neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of such allotment.

The Land Act 1898.

Part III.

Lands acquired for the purposes of Closer Settlement.

FARM ALLOTMENTS.

Every conditional purchase lease of a farm allotment shall be in the form and be subject to the conditions prescribed in schedule 136a hereto.

SCHEDULE 136b.

Part III.—Land Act 1898.

Entered in the Register Book vol. _____ fol. _____

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

THIS INDENTURE dated in accordance with the provisions of the Land Acts the first day of _____ in the year of our Lord One thousand nine hundred and _____ (being the day the person hereinafter named became entitled to this Lease) between His Excellency _____ Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and _____ of _____ (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part III. of the Land Act 1898 has become an applicant for the conditional purchase by sixty-two half-yearly instalments of _____ each and a final instalment of _____ of the farm allotment hereinafter referred to valued at the sum of _____ And whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounting in the whole to the sum of _____ And whereas the lessee has with his application paid the sum of _____ on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July, 1899, applicable for the repayment by half-yearly instalments of an advance of _____ lent at Four pounds ten shillings per centum interest per annum for thirty-one and a half years by the Commissioners of Savings Banks under Division 3 of Part I. of the Savings Bank Act 1896 Amendment Act 1896) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of _____ feet below the surface of all that piece of land in the Colony of Victoria being allotment _____ of section _____ parish of _____ containing _____ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of thirty-one and a half years from the day of the date of these presents unless sooner determined as hereinafter provided. Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions

hereinafter expressed and contained of such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and 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 His Majesty

Note.—The lengths of the boundaries are approximately given in this plan in links.

his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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 provided that the said land is and in mining provided that the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor the sum of by sixty-two equal half-yearly instalments of each and a final instalment of on the first day of July and the first day of January in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of that will be in the year One thousand nine hundred and and the final instalment to be made on the first day of next following the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board 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 pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

4. That these presents are upon this further condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Division 4 of Part I. of the *Land Act 1893* and such persons shall be with respect to this lease in the same position as though he had been the original lessee.

5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board and subject to the provisions of the *Land Acts* transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board 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 land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

8. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land or if the Board so determine to the value of Ten pounds per centum of the purchase money payable hereunder before the end of the third year from the commencement of this lease and to the value of a further Ten shillings for every acre or if the Board so determine to the value of Ten pounds per centum of the said purchase money before the end of the sixth year from such commencement.

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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

11. 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 or which may be made pursuant to the *Land Acts* from time to time by the Governor in Council.

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.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes And further that in the event of such entry the lessee his executors administrators or assigns or any mortgagee or licence will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erection of and any actual depreciation in value caused by such removal and re-erection of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear 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 either by operation of law or 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 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 from under or through 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 His 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 from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings. Provided nevertheless that a forfeiture for non-payment of any half-yearly instalment may be prevented by payment thereof with an additional sum equal to Five pounds per centum of the amount of

such instalment within three months of the due date thereof or of Ten pounds per centum of such amount within six months of such date. Provided further that no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment.

15. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained upon payment of an amount equal to the balance of the principal the lessee or his representatives shall be entitled to a grant in fee of the lands hereby demised subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

In witness whereof His Excellency

Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of 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 nine hundred in the presence of—
 President.
 Member.
 Signed sealed and delivered by the above-named in the presence of— (L.S.)

- Amendment of Regulations made on 18th June, 1900.

Schedule LI¹ prescribed by Regulation made on 18th June, 1900, is hereby cancelled, and Schedule LL¹ hereto is prescribed in lieu thereof.

SCHEDULE LL¹.

Entered in the Register Book vol. fol.
 Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.
 THIS INDENTURE dated in accordance with the Land Acts the first day of in the year of our Lord One thousand nine hundred and (being the day the person hereinafter named became entitled to this lease) between His Excellency Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and

Victoria (hereinafter called the "lessee" of the third part Whereas the lessee under the provisions of subdivision 7 of Part I. of the *Land Act 1896* has made application for the conditional purchase by Sixty-two half-yearly instalments of each and one further instalment of of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of

And whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounting in the whole to the sum of

And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July One thousand eight hundred and ninety-nine applicable for the repayment by half-yearly instalments of an advance of lent at Four pounds ten shillings per centum interest per annum for years by the Commissioners of Savings

Banks under Division 3 of Part I. of the *Savings Bank Act 1890 Amendment Act 1896*) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land situate in the county of parish of in the State of Victoria containing

and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided

Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads

or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver auriferous and argentiferous earth and 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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 Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefore the sum of equal half-yearly instalments of each on the first day of

and the first day of in every year clear of all deductions Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of that will be in the year One thousand nine hundred and the last of the said half-yearly instalments to be made on the first day of next preceding the expiration of the term hereby created And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board 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 pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.

4. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.

5. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.

6. That he or they will forthwith after the granting of this lease commence to destroy and will within two 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 land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

8. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are

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

hereinafter included and referred to under the term drains) now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.

9. That he or they will forthwith fence off to the satisfaction of the Board all drains on each side thereof with a substantial fence and will prevent live stock from having access to the banks thereof.

10. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.

11. In the event of any drain being the boundary between the land hereby demised and any other swamp or reclaimed land held either in fee simple or under lease or licence from the Crown subject to a condition to maintain or keep open such drain the obligation of the lessee his executors administrators or assigns hereunder with regard to cleaning out or keeping open such boundary drain shall extend only to the centre line of such drain.

12. That he or they will permit any person appointed in that behalf by the Board 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.

13. 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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. 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 or which may be made pursuant to the Land Acts from time to time by the Governor in Council.

15. 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. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

16. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.

17. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months 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 either by operation of law or 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 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 from under or through 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 His 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 whatsoever 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 from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

18. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided that the Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not heretofore resumed the subject of these presents.

In witness whereof His Excellency

Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of 1901 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 nine hundred in the presence of— President. Member.

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

Schedule in Clause 14 of the above-written Indenture referred to.

That these presents are upon this further condition that the Board whenever it is in its opinion necessary for the effective draining of any other allotment of land in the vicinity may grant upon such terms and conditions and subject to such qualifications as it thinks fit authority to the owner or occupier of such allotment to cut and use a drain through the land hereby demised such drain to run parallel with and within ten links where practicable of a boundary line of the land hereby demised. Neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of such allotment.

Amendment of Regulation made on 24th September, 1900.

Schedule 136 prescribed in Regulation made on 24th September, 1900, is hereby cancelled, and Schedule 136A hereto is prescribed in lieu thereof.

SCHEDULE 136A.

Part III.—*Land Act 1898.*

Entered in the Register Book vol. fol.

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

WANDO VALE ESTATE.

THIS INDENTURE dated in accordance with the provisions of the Land Acts the second day of in the year of Our Lord One thousand nine hundred and being the day the person hereinafter named became entitled to this Lease) between His Excellency

Governor in and over the Colony of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and Works (hereinafter referred to as the "Board") of the second part and of (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part III. of the *Land Act 1898* has become an applicant for the conditional purchase by Sixty-two half-yearly instalments of each and a final instalment of of the farm allotment hereinafter referred to valued at the sum of And whereas such value with interest thereon calculated at the rate of Four pounds ten shillings per centum per annum for Thirty-one and a half years (the term agreed upon by the lessee and the Board as that over which the payments of purchase money shall extend) amounting in the whole to the sum of

And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of principal and interest (which instalments have been calculated in accordance with the tables in force on the first day of July, 1899, applicable for the repayment by half-yearly instalments of an advance of lent at Four pounds ten shillings per centum interest per annum for Thirty-one and a half years by the Commissioners of Savings Banks under Division 3 of Part I. of the *Savings Bank Act 1890 Amendment Act 1896*) Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land in the Colony of Victoria being allotment of section

parish of _____ county of _____ containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of Thirty-one and a half years from the day of the date of these presents unless sooner determined as hereinafter provided. Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained of such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being. And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and 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 His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon 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 and 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. Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying therefor the sum of _____ by Sixty-two equal half-yearly instalments of _____ and a final instalment of _____ on the first day of July and the first day of January in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of January that will be in the year One thousand nine hundred and two and the final instalment to be made on the first day of January next following the expiration of the term hereby created. And the lessee doth hereby and for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board 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 pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

2. That he or they will during the continuance of this demise 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 these presents are upon this condition that the lessee will personally reside on the land demised eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.

4. That these presents are upon this further condition that neither he nor they will transfer assign mortgage sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Division 4 of Part I. of the *Land Act 1898* and such persons shall be with respect to this lease in the same position as though he had been the original lessee.

5. That he or they after the expiration of the six years in the last preceding clause mentioned will not transfer assign or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with that the lessee may with the written consent of the Board and subject to the provisions of the *Land Acts* transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised.

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board 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 land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

8. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land or if the Board so determine to the value of Ten pounds per centum of the purchase money payable hereunder before the end of the third year from the commencement of this lease and to the value of a further Ten shillings for every acre or if the Board so determine to the value of Ten pounds per centum of the said purchase money before the end of the sixth year from such commencement.

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 upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

11. 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 or which may be made pursuant to the *Land Acts* from time to time by the Governor in Council.

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.

13. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming the same if required for reserves or public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators or assigns or any mortgagee or lease will remove any improvements from off the land so resumed and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erection of and any actual depreciation in value caused by such removal and re-erection of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board of Land and Works and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear 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 either by operation of law or 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 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 from under or through 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 His 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 from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings. Provided nevertheless that a forfeiture for non-payment of any half-yearly instalment may be prevented by payment thereof with an additional sum equal to Five pounds per centum of the amount of such instalment within three months of the due date thereof or of Ten pounds per centum of such amount within six months of such date. Provided further that no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment.

15. That these presents are upon this further condition that at any time after the expiration of the first six years of this demise provided the Board is satisfied that all the covenants and conditions hereof have been complied with and the fencing and improvements maintained upon payment of an amount equal to the balance of the principal the lessee or his representatives shall be entitled to a grant in fee of the lands hereby demised subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

16. The Board covenants and agrees with the lessee his executors administrators and assigns to indemnify and save harmless him and them from all actions claims demands and liability in respect of a certain charge on the land portion of which is included in this demise to one Annie Duke (formerly Annie Robertson) and that if any default be made in payment of the annuity the subject of such charge in accordance with a certain instrument under seal dated the 20th of February, 1885, and expressed to be made between one John Russell McPherson

of the one part and Ann Nicholas of the other the Board will forthwith make good such default by payment of the sum required.

In witness whereof His Excellency

Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the of 1901 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 nine hundred (L.S.) in the presence of—

President.
Member.

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

Amendment of Regulation made on 9th September, 1901.

Schedule 56 (Chap. ix., Part 2) licences which do not confer any exclusive right to enter on Crown lands.

In Regulation made on the 9th day of September, 1901, the words "on and after 1st October, 1901," are to be omitted and the price of a load of sand shall be One shilling (1s.) in lieu of Two Shillings (2s.) as fixed in such Regulation. (Corr. S.7866.)

And the Honorable Daniel Joseph Duggan, His Majesty's Commissioner of Crown Lands and Survey for the State of Victoria, shall give the necessary directions herein accordingly.

THOS. BRISBANE,
Clerk of the Executive Council.

