

SECOND SUPPLEMENT

TO THE

VICTORIA

GOVERNMENT GAZETTE

WEDNESDAY, OCTOBER 30, 1901.

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No. 138.]

MONDAY, NOVEMBER

[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

WHEREAS by the Land Acts power is given to the Governor-in Council fron 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 1838 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. Assistant Registrar of Titles.

Land Act 1898, Section 108.

UBOHASE (VILLAGE COMMUNITY ALLOTMENT), (HOMESTEAD SECTION),
SWAMP OR RECLAIMED LANDS. CONDITIONAL PUBCHASE 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 lundred and became entitled to this Lease between His Excellency 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 has heretofore been granted by the Board under the Settlement on Lands Act 1833 a lesso permit of and occupies a No. 138.—November 4, 1901.—1.

village community alllotment of swamp homestead section bereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such leaso 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 acree and being the sum set out in the lease of the majority fived by a Land Classification Board And

at the rate of per acre and bung the sum act out in the lease 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 ISV8 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

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 under the Settlement on Lands Act IS33 surrendered by the lessee which amount under the provisions of Section 198 of the Land Act IS33 is to bo 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 of the lease of the lease of these presents heretofore granted by the Board under the Settlement on Lands Act IS33 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 provises 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 country of in the state of Victoria containing and shown with the measurements and abuttals thereof in the magner of the surface of all that piece of land being allotment of section parish of containing and shown with the weath of 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 and with the measurements and successors the right of the boundaries are approximately successing and reserving nevertheless unto 11 is of the boundaries are approximately successing and reserving nevertheless unto 11 is of the boundaries are approximately successing and reserving nevertheless and in accordance with the provisions and conditions hereingent to the parts of the

No. 138.-November 4, 1901,-1,

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 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 to gether 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 minerals and mineral and argentiferous earth and stone copper tin antimony coal and other metals 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 18% to mine in and upon Crown lands. Provided that two said had a second and th

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 by all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the

and permises.

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

Board to the value of Ten shillings for every aere 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 helder 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 lave destroyed to the satisfaction of the Board of Land and Works the animals and birds by the Land Act 1859 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 1850 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 de

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

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.

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.

such boundary drain snau execute only of the 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.

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 whotsoever 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 and 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 heroto or which may be made pursuant to the Land Acts from time to time by the Governor in

be bound by the stipulations conditions covenants and provisos contained in the Schedule heroto 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 for such allotment.

18. That these precents are upon this further condition tha

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 haber 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.

persons acting in the matters complained or in such action of 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.

It writenes whereof His Excellency

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

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

SCHEDULE 138.

Entered in the Register Book vol. Assistant Registrar of Titles. Land Act 1898, Section 109.

CONDITIONAL PURCHASE LEASE (VILLAGE COMMUNITY ALLOT-

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 hereinafter named became entitied to this recess Covernor and 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 (hereinafter called the "lessee") of the third part Whereas the lossee has heretofore been granted by the Board under the Settlement on Lands Act 1893 a lesse permit of and occupies a permit of and occupies a permit of the land herein referred to

village community allotment being the land herein referred to And whereas the lossec has in writing applied to the Board for

permission to surrender such lease to His Majesty in accordance with the terms of Section 109 of the Land Act 1898 And whereas such land is of the value of pounds shillings and pence being calculated at the rate of pence being calculated per acre and being the sum set

shillings and at the rate of per acre and being the sum set out in the permit aforesaid per acre and being the sum set out in the permit aforesaid fixed by a Land Classification Board And Whereas the lessee under the conditional purchase of the said land under Division 7 of Part I. for the Land Act 1839 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 the Reard in respect of the lease, under the Statement of the statement of the Reard in respect of the lease.

Whereas the lessee is inderted to 11s Majesty or the Board in the sum of lease permit under the Settlement on Lunds 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 lesse for the lease permit 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 colony of Victoria containing

and shown with the measurements and abuttals thereof in the

of section parish of county of the colony of Victoria containing and shown with the measurements and abuttals 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 Nore.—Thelengths right of resumption for public purposes and in of the boundaries accordance with the provisions and conditions are caprovinately hereinafter expressed and contained the whole given in this plan or such parts of the said land as may from time in links.

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 nainways or for any public purposes whatsoever such land described in a notice in writing 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 containing gold silver copper tin antimory coal and mineral and mineral sand minerals and mine

be lease.

I under the Scattlement 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 come helf veryly instalments of the payment helf veryly instalments of the same helf veryly instalments of the payment after the same helf very limited the same helf veryly instalments of the payment after the same helf very limited the same helf v

on the first day of each on the first day of equal half-yearly instalments of equal half-yearly instalments of each on 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 provises agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments are a series and the same are a series and the same are a series are a series are a series are a series and the series are a series are a series are a series and the series are a series and the series are a series are a series and the series are a series are a series are a series and the series are a series are a series and the series are a series are a series and the series are a series are a series and the series are a series are a series and the series are a series and the series are a series are a series are a series and the series are a series and the series are a series are a series are a series and the series are a seri

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 lessed 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

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.

definish whem 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 often the great of the

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 vernin 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 inner of the

satisfaction of the Beard of Land and Works.

8. That he or they will within six years from the issue of this lease if not scene called upon under the provisions of the Feners Act 1890 enclose the land described herein with a fence and keep the same in repair Provided novertheless that where any lesses 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 femeing.

9. That he or they will permit any person appointed in that

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.

this loase 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

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.

suant 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 coverants stipulations conditions provises 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 lixeautive 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 installment may be prevented, by payment of such installment with an additional sum equal to Rive per centum of the amount of such installment 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 demissed 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 as 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 persons as the Board determines.

14. That these presents are upon this further condition that if and whenever any installment covenanted to be paid hereunder

or to 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 or negative by the lessee the covenants and agreement positive or negative by the lessee the 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 created becoming void and of no effect it shall be lawful for any salministrators 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 for recovery of possessiones or other process had issued on such judgment for recovery of possessiones are 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 leave and record of the leave and licence of the leave 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.

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 scaled with the
seal of the said State on the

sear of the said state on the cary or One thousand nine hundred and the Board of Land and Works hath herounto affixed its common seal and the lessee hath herounto set his hand and seal the day and year first above written.

SCHEDULE 139.

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

Land Act 1898, Section 109-110.

Conditional Purchase Village Community Allotment, Homestrad 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

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
community. allotments, in the second part of and occupies a homecommunity.

community, allotment being part of the land hereinafter referred

community, allotment being part of the land hereinafter referred stead.section

And whereas the lessee has in writing applied to the Board for permission to surrender such lesse 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 inade 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 lease: and the amount fixed by

the subject of the surrendered permit and the amount fixed by set out a land classification board and the sum of

the value of,

a land classification board and the sum of the value or, 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 from the Board in respect of the lesse permit.

in the county of of Victoria containing

parish of

parish of in the State ining and shown with the measurements and abuttals thereof in the

in the county of the parish of in the State of Victoria containing the measurements and abuttals 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 date of these presents unless sooner determined as heroinalter provided. Excepting and reservations are approximately associated with the provisions and conditions hereinafter expressed to the security of such as a supply purposes irrigation purposes whatsociated to here the hereinafter here

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 gaid premises.

time being payable errors. Said premises.

3. That he or they will pay by equal half-yearly instalments of $\mathfrak L$ each the sum of $\mathfrak L$ being the value of the improvements existing on the additional land hereby the condition that the losses

demised.

4. That these presents are upon this condition that the lesses 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.

this lease.

6. That these presents are on this further condition that the b. That these presents at on this little to the lesso 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 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.

9. That he or they will writhin six years from the learne of this

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 scother called upon under the provisions of the Fences Act 1830 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 lesse are being performed by the lessee.

11. That every holder of a miner's right or of a licence to scarch.

Ints 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 und 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 lund by reason of mining thereon.

13. That he or they shall and will observe perform fulfil and

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

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 provises or agreements by the lessee here in 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 provented 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 prev

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
, the Board of Land and Works hath
hereunto affixed its common seal and the lessee hath here
unto set his hand and seal the day and year first above
written.

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. 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.

AND OTHER LAND, SWAMP OR RECLAIMED LANDS.

THIS INDESTURE 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 Ris 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

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 of and occupies a village community allotment homstead section of swamp land being part of the land hereinafter referred to And whereas the lessee has in writing applied to the Board for lease

And whereas the lessee has in writing applied to the Board for permission to surrender such lesse permit to His Majesty in accordance with the provisions of section 108 of the Land Act 1893 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 1893 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 permit

and the amount set out therein set out therein and the amount 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 the sum of th

on account of an advance from the Board in respect of the lease permit under the Settlement on Lands Act 1895 surrendered by the lessee which amount under the provisions of section 108 of the Land Act 1893 is to be divided into equal instalments extending over the term of this lease and added to the instalments of purchase monoy 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 of the lease

of the lease of the land the subject of these presents hereto-fore granted by the Board under the Settlement on Lands Act ISS 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 provises 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 State of Victoria containing and shown with the measurements and abuttals 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 the boun of the date of these presents unless sconer defurther witnesseth that in consideration of the payments hereby

or diagram coloured yellow to have and to hold the said piece of land unto the lessee his excutors administrators and assigns for the term of the boundaries are approving and the said piece of land unto the lessee his excutors administrators and assigns for the term of the boundaries are approved the boundaries are approved the commentary of the date of these presents unless sconer determined as hereinatter provided. Excepting and reserving nevertheless unto His Majesty and reserving nevertheless unto His Majesty 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 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 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 other metals and minerals and provised the continuance of this demise to enter upon the said land and to search and stone copper tin antimony coal and other metals and minerals or of a mining or mineral lease to enter theroon and to ther meta

right of entry Yielding and paying in respect thereof the sum of the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of the sum of amount of money owing on account of the advance from the Board in respect of the lease permit under the Settlement on Lands permit 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 equal half-yearly instalments of each on 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 overnant and agree with His Majesty his heirs and successors and with the Poard that he to lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provises 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 hereinafter any ment and the same and the name of the same payable hereunder at the times and in manner hereinafter amounted for nayment.

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.

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 £ each the sum of £ each the sum of £ to the payable either by 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 zero 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

5. That these presents are on this further condition that the lesses 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 1870 included in the term "vermin" or which the Governor in Council may by Proclamation in the Covernment Gatectic 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.

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 sconer called upon under the provisions of the Fences Act 1830 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 heorthey 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.

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

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.

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 denisted and every part thereof and search for yold silver and any other metal or mineral whitsoever as the ease 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 reuson of mining thereon.

15. That he or they shall and will observe perform fulfil and

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

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 covernants stipulations conditions provises 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 mouths 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 outlines to the relations of the result of the owner or occupier outlines to the relations of 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 reads 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 Maiesty 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 dutermines.

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 them these presents and the term hereby created shall be void and of no effect and immediately upon 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 Grown 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 facius 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 ovidence of the leave and licence of the leave and licence in bar thereof and these presents shall be conclusive ovidence of the leave and licence of the leave and licence of the proceeding.

20. That these presents are upon this further condition that at any time after the expiration of the first six years That these presents are upon this further condition that if

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 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— (L.S.) President. Member.

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

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 allot-ments, 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.

Assistant Registrar of Titles.

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

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

THIS INDESTURE 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 Commanderin-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 Victoria (hereinafter of Land and Works) 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 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 And whereas the lessee has with his application paid the sum of principal and interest. Witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provises 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 country of parish of in the colony of Victoria containing and shown with the

lossee 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 colony of Victoria containing and shown with the colony of Victoria containing and shown with the many or diagram and and the colony of the date of these presents and in such many or diagram coloured yellow to have and to hold the said piece of land unto the lessees his executors administrators and assigns for the term of years from the day of the date of these presents unless some determined as hereinafter provided Except.

Note.—The lengths of the boundaries and the serving nevertheless unto His of the boundaries and the serving nevertheless. In the Majesty his heirs and successors the right of summitted the serving and reserving nevertheless. In the serving and the serving never the serving and the serving never the serving the serving the serving and the serving never the serving the ser

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 laudlord or tenant in respect of the said monitors.

said premises.

3. That he or they will pay by equal half-yearly instalments of \pounds each the sum of \pounds being the value of the improvements existing on the land hereby demised.

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 ago of the lessee shall be accepted as personal residence by the lessee.

5. That these presents are on this further condition that the lesses 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 bane.

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 leases 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 hereinhefore 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 commone to destroy and will within two years after the granting of this lease name one to destroy and will within two years after the granting of this lease on the satisfaction of the Board of Land and Works the animals and birds and free of bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Act 1900 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 proves 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 in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board of Land and permanent improvements previously approved by the Board t

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 ha or thou shall surface the search falls to the search of the surface damage.

be and to mine thereon and to erect and occupy manning 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 coveniants and provises 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 provises 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 ovidence 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 inouths 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-orecting and any actual depreciation in value caused by such removalle such cast or amount shall be fixed by the Board but shall not include com

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 whomsover 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 licentee of the leasee 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.

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 therefore resumed the subject of these presents.

In witness whereof His Excellency

in the presence of-

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

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.

SCHEDULE 142.

Entered in the Register Book vol. 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.

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 the year of our Lord One thousand nine hundred and the year of our Lord One thousand nine hundred and the year of our Lord One thousand nine hundred and the year of our Lord One thousand nine hundred and the year of our Lord One thousand nine hundred and the year of our Lord One thousand nine hundred and the year of our Lord One thousand nine hundred and the year of our Lord One thousand nine hundred and One had the year of our Lord One thousand the year of our Lord One they had year of our Lord One they had year of the year of our Lord One they had year of our Lord One they had year of the year of the year of the year of year of the year of the year of year of the year of year of Land One of Land One of Year I. Of the Essee has with his 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 One occount of the first two half-yearly instalments of principal and interest. Witnessoth 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 feet below the surface of all that piece of land situate in the county of feet below the surface of all that piece of land unto the lessee his executors administrators and assigns for the term 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 and in accordance with the provisions and contained the whole or such parts of the said land as may from time to time be required for water supply

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 mineral oras whatsoever and all other metals and mineral oras whatsoever and all minerals seams voins lodes and other metals and mineral oras 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 domise 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 argentiferous earth and stone copper tin antimony coal and other metals and mineral ores and to remove therefrom any gold silver curiferous and argentiferous earth and stone copper tin antimony coal and other metals 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 inherals 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 1899 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 right of entry Yielding and paying therefor the sum of hymerical and provision and the first day of each on the first day of one to provise agreements of and the first day of the term hereby created. And the lessee doth hereby for himself his heirs executors administr

- 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.

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 equally instalments of £ each the sum of £ being the value of the improvements existing on the land hereby demised.

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

permanent imprevements certified in writing under the seal of the Board to the value of Ten shillings for every acro 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 1830 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 sconer called upon under the provisions of the Fences Act 1830 enclose the land hereby demised and will keep the same free of such animals and hirds 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 sconer called upon under the provisions of the Fences and ther

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. 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.

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 peformed 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 af 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 forfoiture for non-payment of any instalment may be prevented by payment of such instalment within a mediation of such anount 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 purpos

pensation 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 facius 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 proceedings taken for 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

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 scaled with the seal of the said State on the day of the Board of Land and

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 in the presence of— President.

Fresident. Member.
Signed sealed and delivered by the above-mamed in the presence of—

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

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 sche-dule 136g hereto.

SCHEDULE 1368.

Part III.-Land Act 1898.

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

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.

Assistant Registrar of Titles.

Conditional Purchase Lease of Farm Allotment.

This Indentified and 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 (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part III. of the Land Act 1888 has become an applicant for the conditional purchase by sixty-two half-yearly instalments of each and a final instalment 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 its application paid the sum 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 1890) 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 dep

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 noese water-courses or dmins or for public roads or high-ways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Kailways 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 ever 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 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 miner therein or thereon for gold silver copper tin antimony coal and other metals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and mineral ores and to remove therefrom any gold silver auriferous said 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 niming or mineral lease to enter thereon and to minerals or of a mining or mineral lease to enter thereon and to mine and to erret 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 o

- 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
- 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
- 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

- 7. That he or they will within six years from the issue of this lease if not sconer 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 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. the cost of fencing.
- the cost of teneing.

 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 lesse 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. mencement.
- 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.
- 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 whitsover as the ease may be and to much 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 jumpose 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 and assigns or any mortgagee or lience will remove any improvements from off the lands or 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
- person or persons as it determines. Invoked that he compensation for soverance 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 shall be awful for any balliff 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 factus possessionen 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 whomsoover 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 close 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

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 instal-

to extriguish any deat to the Country of the first six years of this denise presents are upon this further condition that at any time after the expiration of the first six years of this denise 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 lesses of his representatives shall be outside 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. to such covenants conditions of Co Governor in Council may direct.

vornor in Council may circes.

In withess whereof His Excellency
Governor in and over the State of Victoria and its Depencies hath on behalf of His Majesty the King caused this demise to be scaled with the scal of the said State on the day of the Board of Land and Works hath hereunto affixed its common scal and the lessee hath hereunto set his hand and scal the day and year first above weither.

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 hun-(L.S.) in the presence of-President. Member. Signed scaled and delivered by the above-named in the presence of— (L.S.)

Amendment of Regulations made on 18th June, 1900.

Schedule LL¹ prescribed by Regulation made on 18th June, 1900, is hereby cancelled, and Schedule LL² hereto is prescribed in lieu thereof.

SCHEDULE LLi.

Entered in the Register Book vol.

Assistant Registrar of Titles.

CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS. CONDITIONAL PURCHASE LIEASE, SWAMP OR INCELIAIMED 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

chereinafter referred to as the "Board") of the second part and

Wictoria (hereinafter called
the "lessee" of the third part. Whereas the lessee under the
provisions of subdivision 7 of Part I. of the Land Act 1838 has
made application for the conditional purchase by Sixty-two halfyearly 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 amuun 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
And whereas the lessee has with his application
paid the sum of
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-mine applicable for the repayment by half-yearly instalments of an advance of
Banks under Division 3 of Part I. of the Savings Banks Act 1836
Ameadment Act 1836) Witnesseth that in consideration of the
payments hereby covenanted to be made and the covoibants 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 State of Victoria containing

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 abuttals thereof in the map or diagram drawn in the margin of these presents and in such map or diagram cloined 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 what soever 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 proclaination 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 Evecutive 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 11 is Majesty his heirs and successors all gold and silver auriforous and argentiferous earth and stone and all copper the antinony coal and all other metals and minerals and ninerals of the said demised pichnises together with liberty for His Majesty his heirs and ascessors 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 scarch and mine therein or theroon for gold silver copper tin antinony coal and other metals and minerals and mineral ores and to remove thereform any gold silver uniferous and argentiferous earth and stone copper tin antinony coal and other metals and minerals ores and to remove therefore any gold silver uniferous and argentiferous earth and stone copper tin antinony coal and other metals and minerals ores and for the purposes aforesaid to sink shafts make drives and do any otheir 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 miner's right or of a licence to search for metals or minerals or of a miner's right or of a licence to search for metals or minerals or o

ments of by each of the first day of and the first day of and the first day of 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 the said half-yearly instalments to be made on the first day of the said half-yearly instalments to be made on the first day of the proceeding the expiration of the term hereby created And the lessee dish thereby for hinself 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 provises 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.

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 laudlord 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 deinised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for overy acre of the said land in each of the first three years from the commencement of this lease.

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 those presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the jossession 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 inortgage 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 inclose 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.

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 leave have destroyed to the satisfaction of the Board of Land and Works the annuals and birds by the Land Act 1890 included in the term 'vermin' or which the Goverior in Coincil inay 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 in 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 to or where in t

heremafter 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 bundred 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 injuried or enlangered.

9. That he or they will forthwith force off to the satisfaction.

- 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
- 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 bereby 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 herounder 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.
- 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 pold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all time allow every such person to eater 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 dumage to be done to such land by reason of mining thereon.

 14. That he or they shall and will absure a perform fulfill and he
- 14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provises contained in the Schedule hereto or which may be made pursuant to the Land Acts from time to time by the Governor in Council.
- 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 provises 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 aix months of such date.

 16. That these presents are upon this further condition that
- 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-crecting and any actual depreciation in value caused by such romoval and re-crection 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
- 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 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 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 facius 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 claiming from under or through him or them to any bailiff of Crown lands and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons claiming from under or through him or them to any bailiff of Crow 17. That these presents are upon this further condition that if

13. 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 demist 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 (L.S.) nine hundred in the presence of-President. Member. Signed scaled and delivered by the above-named in the in the (LS.) presence of—

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

That these presents are upon this further condition that the 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.

mendment 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 INDENTUBE 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 Excellence.

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 the first part of the second part and of the first part of the second part and of the first part of the second part and of the first part III. of the Land Act 1838 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 and 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 Benty-Governor in and over the Colony

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parish of county of and shown with the measurements and abuttals 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 scomer determined as hereimafter 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 purpose whatsoever or by the Board or the Victorian Reilways 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 transferces by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or transferces 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 and to remove therefore any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and to remove therefore any gold silver auriferous and argentifer parish of county of containing and shown with the measurements and abuttals thereof in the measurements and in these presents and in

by Sixty-two equal half-yearly cach 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 will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

- 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.
- That he or they will during the continuance of this demise ay all existing and future rates assessments and taxes for the me being payable either by landlord or tenant in respect of the
- 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 1838 and such persons shall be with respect to this lesse 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
- 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 horeby 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 expira-tion 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.
- tion 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. cost of fencing.
- s. That these presents are upon this condition that the lesses 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. mencement.
- 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 scarch for netals 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 scarch for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to creet 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 provises contained in the Schedule hereto or which may be made pursuant to the Land Acts from time to time by the Governor in
- 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 provises 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 ovidence 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 and assigns or any mortgagee or lienee 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-crection of and any actual dopreciation in value caused by such removal and re-crection 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
- 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 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 Hi Majesty had obtained judgment in ejectment for recovery of possession of the said hand and a writ of habere facius possessionen 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 lar thereof and these presents shall be conclusive evidence of the leave and licence in har thereof and these presents shall be conclusive evidence of the leave and licence in har thereof and these presents shall be conclusive evidence of the leave and licence in har thereof and these presents shall be conclusive evidence of the any halliff 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.

ment.

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 feneing 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

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

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.

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.

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