



SECOND SUPPLEMENT
TO THE
VICTORIA
GOVERNMENT GAZETTE

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TUESDAY, JULY 16.

[1901.

ALTERATION OF REGULATIONS UNDER THE LAND ACTS.

At the Executive Council Chamber, Melbourne, the first day of July, 1901.

PRESENT :

His Excellency the Lieutenant-Governor of Victoria.

Mr. Peacock

Mr. Gurr.

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

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

PART II.—CROWN LANDS OTHER THAN MALLEE LANDS.

CHAPTER VI.—AURIFEROUS LANDS, WORKED-OUT AURIFEROUS LANDS.

The certificate issued by the Board of Land and Works with respect to applications for Crown grants under Section 22 of the *Land Act* 1891 shall be in the form prescribed in Schedule 45D hereto.

ALTERATIONS IN THE REGULATIONS MADE ON THE 8TH FEBRUARY, 1900.

Schedules CC, DD, and HH to the Regulation of the 8th day of February, 1900, are hereby cancelled, and the subjoined Schedules CC¹, DD¹, and HH¹ are substituted therefor.

Clauses 5 and 6 in Schedule HH¹ are to be omitted from perpetual leases to be issued in respect of Mallee allotment leases granted prior to 20th December, 1898.

Schedule GG to the said Regulations is hereby cancelled, and the subjoined Schedule GG¹ is substituted therefor.

Schedule BB to the said Regulations is hereby cancelled.

ALTERATIONS IN THE REGULATIONS MADE ON THE 2ND JULY, 1900.

Schedule MM to the Regulation of the 2nd July, 1900, is hereby cancelled.

Schedule NN to the said Regulation is hereby cancelled, and the subjoined Schedule NN¹ is substituted therefor.

July 16, 1901.

2694

ALTERATIONS IN THE REGULATIONS MADE ON THE 24TH
SEPTEMBER, 1900, AND THE 8TH OCTOBER, 1900.

The Regulations made on the 24th September, 1900, and the 8th October, 1900, respectively, in regard to payment by half-yearly instalments for improvements of a permanent character on grazing areas, agricultural or grazing allotments are hereby cancelled and the following regulations are substituted therefor, viz. :—

PART II.—CROWN LANDS OTHER THAN MALLEE LANDS.

CHAPTER IV.—GRAZING AREAS.

Payment by half-yearly instalments for improvements of a permanent character.

In every case where, pursuant to Section 71 of the *Land Act* 1898, payment for improvements of a permanent character is to be made by half-yearly instalments, the following additional condition shall be included in the conditions of the grazing area lease to be issued under Section 29 of the *Land Act* 1898 :—

2. That he or they will pay by half-yearly instalments of each the sum of being the amount determined by the Board as the value of the improvements of a permanent character on the demised land on the date of these presents together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made. The first or such instalments together with interest to be paid on the day of now next and all subsequent payments upon the date hereinbefore appointed for the payment of the rent hereby reserved. Provided always that any default in the payment of any half-yearly instalment of such amount or of any interest shall have the like consequence as a default in the payment of rent and may be levied or recovered by or under the authority of the Board in the like manner as rent is leviable or recoverable by law and that in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

CHAPTER V.—AGRICULTURAL AND GRAZING ALLOTMENTS.
RESIDENCE AND NON-RESIDENCE LICENCES.

Payment by half-yearly instalments for improvements of a permanent character.

In every case where, pursuant to Section 71 of the *Land Act* 1898, payment for improvements of a permanent character is to be made by half-yearly instalments, the following additional condition shall be included in the conditions prescribed in Schedule G :—

2. To pay the sum of being the amount determined by the Board as the value of the improvements of a permanent character on the land hereby licensed by half-yearly instalments of each together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made. The first of such instalments together with interest to be paid on the day of now next and a further instalment together with interest on each of the days hereinbefore appointed for the payment of rent until the whole amount be paid. Provided always that any default in the payment of any half-yearly instalment of such amount or of any interest shall have the like consequence as a default in the payment of rent and may be levied or recovered by or under the authority of the Board of Land and Works in the like manner as rent is leviable or recoverable by law and that in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

ALTERATIONS IN THE REGULATIONS MADE ON THE 19TH
NOVEMBER, 1900.

Schedule EE to the Regulations of the 19th November, 1900, is hereby cancelled, and the subjoined Schedule EE² is substituted therefor.

ALTERATIONS IN THE REGULATIONS MADE ON THE 26TH
MARCH, 1901.

Schedule 15 to the Regulations of the 26th March, 1901, is hereby cancelled, and the subjoined Schedule 15B is substituted therefor.

Schedule 45B to the said Regulations is hereby cancelled, and the subjoined Schedule 45C is substituted therefor.

July 16, 1901.

Schedule 84b to the said Regulations is hereby cancelled, and the subjoined Schedule 84c is substituted therefor.

The form of surrender to be used in connexion with the surrender of the various leases referred to in the Regulations made on 26th March, 1901, shall be in the form prescribed in Schedule 3a hereto :—

SCHEDULE 3A.

SURRENDER OF LEASE.

This indenture, made the _____ day of _____ between the within named _____ of the one part and His Majesty King Edward VII. of the other part, witnesseth that for divers good causes and considerations him thereunto moving the said doth by these presents absolutely surrender unto His Majesty, his heirs and successors, all and singular the lands and hereditaments mentioned and described in the within presents to hold the said lands and hereditaments unto His Majesty, his heirs and successors, as of him and their first and former estate, and freed and absolutely discharged and exonerated from the within lease, and every clause, condition, covenant, and agreement therein contained.

In witness whereof the said _____ hath hereunto subscribed and affixed his name and seal the day and year first above written.

Signed, sealed, and delivered by the said _____ this day of _____ in the presence of _____

SCHEDULE 45D—(CHAP. VI., PART II.)

No. of Certificate.

CERTIFICATE UNDER SECTION 22 OF THE LAND ACT 1891.

Office of the Board of Land and Works,
Melbourne.

This is to certify that the licensee under section 22 of the Land Act 1891, of allotment of section _____ in the parish of _____ comprising _____ acres _____ roods _____ perches, has proved to the satisfaction of the Board that he has been in possession of the said allotment for a period of seven (7) years, and has complied with all the conditions and covenants of the said licence.

The common seal of the Board of Land and Works was hereunto affixed this _____ day of _____ in the presence of _____
President.
Member.

SCHEDULE 55 (CHAP. IX., PART 2.)

SECTION 99—MISCELLANEOUS LICENCES.

Licences which confer the Exclusive Right to enter on Crown Lands.

The fee for a licence to occupy a site for residence purposes within the township of Kaleno in the parish of Commeralghip shall be, to *bond fide* miners, Two shillings and sixpence (2s. 6d.) per annum payable in advance.

CHAPTER IX.

Miscellaneous Licences (Section 99, *Land Act* 1890).

BEE FARMS.

Every application for a licence for the purpose of a bee farm shall be in the form prescribed in Schedule 54 of the Regulations made on 4th July, 1899. Every licence for a bee farm shall be in the form prescribed in Schedule S, and shall be subject to such payment and such other conditions as may be fixed by the Minister.

To conditions 2 and 3 of Schedule S the following words shall be added after the word "officer"—namely, "or the lessee or licensee of the block on which the area comprised in this licence is situated."

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

PART IV.

Saw-mill and Timber Licences (State forests, timber reserves; and other Crown lands).

CHAPTER III.

Crown lands within a radius of ten miles of the Mildura post-office.

TIMBER REGULATIONS APPLYING TO CROWN LANDS WITHIN A RADIUS OF 10 MILES OF THE MILDURA POST OFFICE.

Timber, in the undermentioned Crown lands shall, from the date hereof, be sold under special permit and royalty only, at the prices hereafter stated, and subject to the conditions mentioned; but licenses then current shall remain in force until their expiration by effluxion of time, and contracts now existing for the supply of timber shall not be affected by this Regulation.

— Conditions.

1. Applications shall be made to the Conservator of Forests through the officer in charge of the district, who will arrange for the work to proceed without delay immediately upon issue of permit.
2. The officer in charge will locate the permit holder in any particular portion of Crown lands, Timber reserve, or State forest under his supervision which is, in his opinion, most suitable, and when necessary mark the trees which may be felled with the broad arrow, thus, ↗. He will also give the permit holder instructions generally how to proceed with the work.
3. All forest produce cut under this regulation must be branded with the Crown brand by the officer in charge, and paid for before removal from the place where felled, but the forest officer may, in his discretion, arrange for branding at any depôt or railway station.
4. A sum of not less than £2 must be deposited by permit holders as a guarantee of strict obedience to the conditions of the permit.
5. Permit holders must stack and burn all débris when directed so to do by the officer in charge, and to his satisfaction or that of the supervising officer.
6. If the permit holder removes, or allows to be removed, unbranded timber cut under his permit, without special authority in writing from the officer in charge, legal proceedings will be taken against him under the provisions of the *Land Act 1890* or *Crimes Act 1890*, and any person having unbranded timber in his possession, cut under a permit, and without having written authority from the forest officer for the possession of same, will also be prosecuted under the provisions of the *Land Act 1890* or *Crimes Act 1890*.
7. All permits are personal, and must be produced, on demand, to any forest officer, Crown lands bailiff, or police constable.
8. This regulation shall apply to the Crown lands within a radius of 10 miles of the Mildura Post Office.
9. The forest officer may instantly suspend any permit pending the decision of the Hon. the Minister, and during such suspension the permit shall have no force or effect.
10. No redgum or pine tree to be felled unless branded by the supervising officer for that purpose.
11. No timber to be felled which is of a less diameter than 15 inches at a height of 1 foot from the surface of the ground.
12. The permit of any permit-holder lopping trees or wasting timber will be at once cancelled.
13. Permits may at any time be cancelled by the Hon. the Minister for breach of any of these conditions. He may also forfeit the deposit and seize the timber already cut as the property of the Crown.
14. Payment for all classes of timber to be made at the following standard Royalty rates. (F.7683).

STANDARD ROYALTY RATES.

Fine-grained Timber for Cabinet and Joiners' work.

	Rate.
	s. d.
Blackwood, per 100 super. feet	1 0
Beech, per 100 super. feet	1 0
Sassafras, per 100 super. feet	1 0
Sycamore, per 100 super. feet	1 0
Satin box, per 100 super. feet	1 0
Native hickory, per 100 super. feet	1 0

Milling Timber.

Sawn timber—	
Redgum, per 1,000 super. feet	7 6
Ironbark or box, per 1,000 super. feet	5 0
Other eucalypts, per 1,000 super. feet	1 8

Mining Timber.

Mining laths, 4 feet in length, per 100	0 4
Mining laths, 4ft. 6in. in length, per 100	0 4½
Mining slabs, 6ft. x 8in. x 2in. to 3in., per 100	1 4
Mining sleepers, 3ft. x 7in. x 3in., per 100	1 0
Mining props, pannelling, per 100 running feet	0 3
Mining props, round, 4 to 6 feet—	
4-in. diameter, per 100 running feet	0 9
6-in. " " " " " " " " " " " "	1 0
8-in. " " " " " " " " " " " "	2 0
10-in. " " " " " " " " " " " "	4 0
12-in. " " " " " " " " " " " "	6 0
Mining props, split, 4ft., 4ft. 6in., and 6ft. x 6in. x 6in., per 100 running feet	0 6
Mining props, split, 4ft., 4ft. 6in., and 6ft. x 8in. x 6in., per 100 running feet	0 9
Poppet legs, up to 50 feet in length, each 10s. (each additional foot over 50 feet, 2d.).	

Fencing Timber.

Fencing posts, per 100 { redgum, ironbark, box	4 0
{ other eucalypts	3 0
Fencing rails, per 100 { redgum, ironbark, box	6 0
{ other eucalypts	5 0
Round posts (redgum, ironbark, box), each	0 6
Round posts (other eucalypts), each	0 3
Palings, split, 6 feet and over, per 100	1 3
Palings, split, 5 feet and under, per 100	1 0

July 16, 1901.

2698

SCHEDULE 45c.

APPLICATION FOR CROWN GRANT.—SECTION 22, *Land Act 1891.*

Extent of Land: Having complied with the conditions and covenants of my Licence under Section 22 of the *Land Act 1891* in respect of the Crown lands specified in the margin hereof and having been in possession of the said land for a period of at least seven (7) years, I hereby apply for the Crown grant thereof and for the required certificate of the Board of Land and Works.

Dated this day of
 Signature—
 Occupation—
 Postal Address—

I, of hereby declare that the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

Fencing :—	Description thereof.	No. of Chains.	Cost per Chain.	Total Cost.
	Is the land all enclosed according to its licensed boundaries?			£ s. d.
	Have you arranged with occupiers of adjoining lands for payment of any portion of the dividing fences?			
Cultivation :—	Number of Acres Cultivated.	Cost per Acre.	Nature of crop.	
Buildings :—	Description.	Dimensions.	Materials.	
Water Storage :—	Description.	Dimensions, &c.		
	Dam ...			
	Tank ...			
	Well ...			
All other Improvements :—	Particulars of Nature and Cost.			
	Total Cost of Improvements ...			£

The licensee is particularly requested to give his address with care, in order that future communications, if it be found necessary for the Department to write to him, may reach their destination.

What is the quality of the land, and the area fit for growing cereal or root crops?	
If not fit for such purpose— Is it heavily timbered? ... Stony? ... Swampy? ... Rangy, or otherwise unfit for cultivation? ...	
For what purposes is the land used or occupied?	
When did you commence residing upon the allotment, and have you resided thereon continuously?	
If not, state reason ...	

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

Signature—

Declared at _____ in the colony of Victoria, this _____ day of _____ before me _____ Justice of the Peace in and for the _____ Bailiwick of the Colony of Victoria, or Commissioner for taking Declarations and Affidavits.

* The magistrate's signature. * I hereby certify that this declaration was read is only required here in cases to the declarant in my presence this _____ day of _____ man, and can neither read nor write.

Justice of the Peace in and for the _____ Bailiwick of the Colony of Victoria, or Commissioner for taking Declarations and Affidavits.

SCHEDULE 84c.

APPLICATION FOR SURRENDER OF PERMIT UNDER THE SETTLEMENT ON LANDS ACT 1893, AND FOR CLASSIFICATION OF THE LAND (MALLEE).

Parish— I hereby apply for permission to surrender to His Majesty the King my Permit under the Settlement on Lands Act 1893 as specified in the margin hereof, and to have the allotment classified, in order that an agricultural allotment licence may be issued to me under _____ Residence conditions, and I inclose the receipt for the prescribed classification fee of Ten shillings* (10s.).
 Allotment—
 Section—
 Area—
 A. R. P.
 Date of Permit—
 Lease—

Signature—
 Occupation—
 Address—

* Strike out the unnecessary word.

Declaration.

I, _____ of _____ hereby declare that the replies to the questions hereunder are true and correct in every particular.

Questions.	Statements in Reply.
1. Do you hold the allotment <i>bond fide</i> for your sole use and benefit?	
2. Have you resided on the allotment specified above, and if so, for what period since date of permit lease?	
3. State generally nature and value of improvements effected on the allotment?	

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

Signature—

Declared at _____ in the State of Victoria, this _____ day of _____ before me _____ Justice of the Peace in and for the _____ Bailiwick of the State of Victoria, or a Commissioner for taking Declarations and Affidavits.

SCHEDULE CC.

RESIDENCE LICENCE UNDER THE LAND ACTS OF AN AGRICULTURAL ALLOTMENT IN MALLEE.

THIS INDENTURE dated in accordance with the Land Acts the first day of _____ in the year of our Lord One thousand _____ hundred _____ being the day the person hereinafter named became entitled to this licence between His Excellency Governor in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and _____ of _____ in the said State (hereinafter called the "licensee") of the other part

Whereas the licensee having applied for this licence and made the declaration required by the 44th section of the *Land Act* 1890 the Governor with the advice of the Executive Council has agreed to grant the same on the faith that the applicant does not by becoming the licensee violate or fail to comply with any of the provisions of the Land Acts. And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the regulations made in pursuance of the provisions of the said Acts. And whereas the licensee has paid half a year's fee for occupation in advance. Now this Indenture witnesseth that in consideration of the payment aforesaid of the fee for occupation hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the Land Acts doth hereby grant unto the licensee licence and liberty to enter upon and personally to occupy in accordance with the provisions of the said Acts the surface and down to a depth of _____ feet below the surface of all that agricultural allotment situate in the mallee border in the parish of _____ county of _____ in the State of Victoria containing _____ acres more or less and delineated on the plan of the said parish kept in the office of the Commissioner of Lands and Survey at Melbourne and thereon numbered _____ in the said parish and also delineated on the plan drawn in the margin of these

presents and thereon coloured yellow for the term of _____ years from the day of the date of this licence. Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. And also excepting and reserving to His Majesty his heirs and successors and the holder of a miner's right or of a licence to search for metals and minerals or of a gold-mining or mineral lease and his and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the land hereby licensed with or without horses cattle and other animals carts waggons carriages and other vehicles to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force. The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold-mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as those on which persons holding the like authority had at the time of the passing of the *Land Act 1890* the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and this licence is subject to the condition that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid. Yielding and paying therefor during the same term a yearly fee for occupation of _____ being calculated at the rate of _____ per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act 1891* the said yearly fee to be paid in advance by equal half-yearly payments on the first day of _____ and the first day of _____ in every year clear of all deductions the first of the half-yearly payments having been made in conformity with the provisions of the said Acts the next of the said half-yearly payments to be made on the first day of _____ next and the last of the half-yearly payments to be made on the first day of _____ next preceding the expiration of the term of this licence. The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

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

1. To pay the said licence-fee in moieties in advance at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.
2. That if any rent payable under this demise be in arrear for one year he or they will pay interest thereon at the rate of Five pounds per centum per annum and if such rent be in arrear for two years he or they will pay interest thereon at the rate of Six pounds per annum and if such rent be in arrear for three years he or they will pay interest thereon at the rate of Seven pounds per centum per annum and if such rent shall be in arrear for four years from the time when the same became due these presents shall be absolutely void and of no effect. Provided always that the Board of Land and Works shall have the same powers for the recovery of such rents and of any interest thereon by suit distress forfeiture or otherwise as it has with respect to the recovery of the licence fees of licences issued under section 44 of the *Land Act 1890*.
3. To pay by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the amount determined by the Board of Land and Works and paid or payable by His Majesty the Governor in Council or the Board to the former tenant of the land hereby licensed for improvements of a permanent character on the land hereby licensed and for such former tenant's interest under his lease in such land together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made the payment of the first of such instalments together with interest due up to that date to be made on the _____ day of _____ next and every subsequent payment of instalment and interest on the days hereinbefore appointed for the payment of the licence-fee hereunder provided that any default in the payment of any half-yearly instalment of such amount shall have the like consequences as a default in the payment of any instalment of licence-fees hereunder and may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law and in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.
4. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.
5. That he will not during the currency of this licence assign the licence nor transfer his right title or interest therein or in the allotment hereinbefore described and herein comprised or any part thereof nor sublet the said allotment or any part thereof.
6. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the Board the animals and birds by the Land Acts included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Acts upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.
7. To enclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act 1890* the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act 1890* and keep the same in repair during the continuance of this licence.

8. That he will within twelve months after the issue of this licence commence and thenceforward during the continuance of this licence without intermission (except for any period specified in a notice registered in conformity with the provisions of the 44th section of the *Land Act 1890*) occupy personally the said allotment.

9. That he will make and erect on the said allotment before the end of the sixth year from the commencement of this licence substantial and permanent improvements of the value of _____ for every acre and fractional part of an acre of the allotment.

10. That he will not without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby licensed Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

11. That he will during the first five years after the date of these presents plant on the land hereby licensed trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

12. That he will at all times during the continuance of this licence *bond fide* comply with all and will not violate any of the provisions of the said Acts.

13. That in case possession of any part or parts of the land be resumed as aforesaid or as hereinafter mentioned the agreements and conditions herein contained with reference to the whole shall continue in force and apply to such part as shall be left in the possession of the licensee.

14. That if and whenever any part of the said fees for occupation and any instalment of the amount hereinbefore agreed to be paid or any interest thereon is in arrear whether the same have or has been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the Land Acts is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case the licensee do not within twelve months after the issue of this licence and thenceforward during the continuance of this licence without intermission (except as hereinbefore mentioned) personally occupy the said allotment or in case substantial and permanent improvements certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the *Land Act 1890* to be of the value of _____ for every acre and fractional part of an acre of the allotment have not been made on the said allotment by the licensee before the end of the sixth year from the commencement of this licence or if it at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the said Acts or Part I. Division 3 of the *Land Act 1890* so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the said Acts or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect and the holder (if any) of a licence lien over the improvements made on such allotment shall have no claim either at law or in equity against His Majesty the Governor in Council or the Board of Land and Works by reason of the loss of such lien on the forfeiture or abandonment of this licence provided that the Minister of the Crown for the time being administering the Land Acts may if he think fit repay to the holder of any such licence lien out of any moneys received by him in respect of any improvements on such allotment the whole or any part of the sum of money secured by such licence lien provided further that satisfactory proof be shown that the moneys secured by such licence lien were advanced and that such licence lien was given *bond fide* and without fraud or improper collusion on the part of the licensee or of the holder of such licence lien.

15. That ancillary and without prejudice to the provisions of the 45th and 125th sections of the *Land Act 1890* it is hereby agreed that immediately upon this licence so becoming void and of no effect it shall be lawful for any bailiffs of Crown lands or for any other agents or officers authorized in that behalf without any demand whatever to enter upon the said allotment and the licensee and all persons claiming from under or through him 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 or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession 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 or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence of the licensee and these presents shall be conclusive evidence of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

16. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 17 of the *Land Act 1891* and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the granting of this licence.

17. That if the licensee during the said period of six years occupy the said allotment for not less than five years and fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said period of six years and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the Board may require that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time within twelve months after six years from the commencement of this licence to demand and obtain from the Governor in Council a Crown grant upon payment of _____ or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of _____ as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act 1891* for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of _____ years at a yearly rent of _____ or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of _____ as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and will contain the

usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

18. That upon payment of the last sum due on account of the rent under any such lease or at any time during the term upon payment of the difference between the amount of rent actually paid and the entire sum of or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre the lessee or his representatives shall be entitled to a grant in fee of the lands leased and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

19. If it be proved to the satisfaction of the responsible Minister of the Crown aforesaid by the licensee that owing to ill health he is unable to reside on the said allotment or that for any other reason it is expedient to do so the said Minister may in his discretion cause the said allotment to be put up for sale by auction.

20. In the case of the insolvency or death of the licensee during the currency of this licence it shall not be obligatory on the assignee or trustee in insolvency or on the executors or administrators of such licensee to comply with the said condition as to occupation.

21. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licensee to assign within the time limited in that behalf by the Land Acts such licence to any person who is qualified for becoming a licensee under Part I. Division 3 of the Land Act 1890 as amended by the Mallee Lands Act 1896 and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

22. Except as herein otherwise expressly provided the word "licensee" shall include his executors and administrators and any person or persons in whom this licence may under the provisions of the said Acts become vested.

23. The licensee for himself his heirs executors and administrators further agrees with His Majesty his heirs and successors in manner following that is to say:—That in the event of any portion of the land hereby licensed being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said licensee his heirs executors and administrators will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings fences and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation for whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such licence or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such parties nor in respect of the severance of such land from the other lands held under this licence. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said licensee his heirs executors and administrators to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

24. That the term "Governor" in these presents shall mean the Governor or the Administrator of the Government of the State of Victoria for the time being unless such meaning shall be inconsistent with the context.

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 Indenture to be sealed with the seal of the said State on the _____ day of 1901 and the licensee hath hereunto set his hand and seal.

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

SCHEDULE DD.

NON-RESIDENCE LICENCE OF AN AGRICULTURAL ALLOTMENT IN MALLEE.

THIS INDENTURE dated in accordance with the provisions of the Land Acts the first day of _____ in the year of our Lord One thousand _____ hundred and _____ being the day the person hereinafter named became entitled to this licence between His Excellency _____ Governor and Commander-in-Chief in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and _____ of the other part (hereinafter called the "licensee") of the State of Victoria. Whereas the licensee being a person entitled to become a licensee of an agricultural allotment under the provisions of the Land Acts has applied for this licence and has paid a half-year's fee therefor in advance. And whereas the Governor with the advice of the Executive Council has approved of and directed the conditions and provisions hereinafter contained to be inserted in this licence framed in accordance with the Regulations made in pursuance of the provisions of the Land Acts. Now this indenture witnesseth that in consideration of the payment aforesaid of the fee for this licence hereby reserved and of the agreements by the licensee hereinafter contained the Governor with the advice aforesaid and in exercise of the power given by the Land Act doth hereby grant unto the licensee licence and liberty to enter upon improve and occupy the surface and down to a depth of _____ feet below the surface of all that agricultural allotment situate in the mallee country in the parish of _____ county of _____ in the colony of Victoria containing _____ acres more or less and delineated on the plan of the said parish kept in the office of the Commissioner of Lands and Survey at

Melbourne and thereon numbered _____ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured yellow for the term of six years from the day of the date of this licence. Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the land hereby licensed together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores or to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. And also excepting and reserving to His Majesty his heirs and successors and the holder of a miner's right or a licence to search for metals and minerals or of a gold-mining or mineral lease and his and their agents and servants tenants and workmen liberty and right of ingress egress and regress at all times through over and across the premises hereby licensed with or without horses cattle and other animals carts waggons carriages and other vehicles to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor with the advice of the Executive Council as may for the time being be in force. The land comprised in this licence is also subject both during the currency of this licence and after the licensee shall have acquired the fee-simple or leasehold thereof to the right of any person being the holder of a miner's right or a licence to search for metals and minerals or of a gold-mining or mineral lease being allowed by the licensee his executors administrators and assigns to enter upon the area hereby licensed and search for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to mine therein and thereon and to erect and occupy mining plant and machinery thereon in the same manner and under the same conditions and provisions as these on which persons holding the like authority had at the time of the passing of the *Land Act 1890* the right to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the licensee by such persons for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as by law required and the payment thereof to be a condition precedent to such right of entry and this licence is subject to the condition that the licensee shall at all times during the currency hereof permit every such person to exercise the right aforesaid. Yielding and paying therefor during the said term a yearly fee for this licence of _____ per annum for each and every acre or fractional part of an acre contained in the said allotment and such further fee (if any) fixed by any

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

Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act 1891* the said yearly fee to be paid in advance by equal half-yearly payments on the first day of _____ and the first day of _____ in every year clear of all deductions the first of the said half-yearly payments having been made in advance the next of the said half-yearly payments to be made on the first day of _____ next and the last of the said half-yearly payments to be made on the first day of _____ next preceding the expiration of the term of this licence. The licensee for himself his heirs executors and administrators hereby agrees with the Governor as follows:—

1. To pay the said licence-fee in moieties in advance at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.
2. That if any rent payable under this demise be in arrear for one year he or they will pay interest thereon at the rate of Five pounds per centum per annum and if such rent be in arrear for two years he or they will pay interest thereon at the rate of Six pounds per centum per annum and if such rent be in arrear for three years he or they will pay interest thereon at the rate of Seven pounds per centum per annum and if such rent shall be in arrear for four years from the time when the same became due then these presents shall be absolutely void and of no effect. Provided always that the Board of Land and Works shall have the same powers for the recovery of such rents and of any interest thereon by suit distress forfeiture or otherwise as it has with respect to the recovery of the licence-fees of licences issued under section 44 of the *Land Act 1890*.
3. To pay by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the amount determined by the Board of Land and Works and paid or payable by His Majesty the Governor in Council or the Board to the former tenant of the land hereby licensed for improvements of a permanent character on the land hereby licensed and for such former tenant's interest under his lease in such land together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made the payment of the first of such instalments together with interest due up to that date to be made on the _____ day of _____ next and every subsequent payment of instalment and interest on the days hereinbefore appointed for the payment of the licence-fee hereunder. Provided that any default in the payment of any half-yearly instalment of such amount shall have the like consequences as a default in the payment of any instalment of licence-fees hereunder and may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law. And in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.
4. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.
5. That he will not during the currency of this licence assign the licence nor transfer his right title and interest therein or in the allotment hereinbefore described and herein comprised or any part thereof nor sublet the said allotment or any part thereof.
6. To at once and to the satisfaction of the Board of Land and Works commence and continue to destroy and within two years after the issue of this licence to have destroyed to the satisfaction of the said Board the animals and birds by the Land Acts included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare to be vermin for the purposes of the said Acts upon such land and to keep the same free from such animals and birds to the satisfaction of the said Board during the currency of this licence.
7. That he will enclose within six years from the issue of this licence if not sooner called upon under the provisions of the *Fences Act 1890* the land herein comprised with a fence of such kind as shall come within the meaning assigned to the word "fence" by the *Land Act 1890* and keep the same in repair during the continuance of this licence.

8. That he will in each and every year of the first _____ years from the commencement of this licence make or erect on the said allotment substantial and permanent improvements of the value of _____ for every acre and fractional part of an acre of the allotment.

9. That he will not without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby licensed. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

10. That he will during the first five years after the date of these presents plant on the land hereby licensed trees of such kind or kinds in such manner and in such number as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

11. That he will at all times during the continuance of this licence *bond fide* comply with all and will not violate any of the provisions of the said Acts.

12. That the Governor with the advice of the Executive Council or the Board of Land and Works for and on behalf of His Majesty his heirs and successors may at any time during the currency of this licence resume possession of all or any part or parts of the lands comprised in the said allotment which may be required for reserves for public purposes or for water supply purposes irrigation purposes reservoir works races dams water-courses drains or ditches or for railway purposes roads or highways canals or for tramways or other internal communication or for mining purposes provided that any moneys which may have been paid by the licensee to the Crown in respect of the lands so resumed shall be repaid to him His Majesty agreeing to pay further the actual cost of removing the improvements effected on the land so resumed or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the Board of Land and Works and shall be payable to such person or persons as the said Board may determine but no compensation for severance or for any person's interest in the unexpired term of this licence shall be given or allowed. The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 68th section of the *Land Act 1890* and of the powers conferred by the provision of this licence hereinafter contained.

13. In case possession of any part or parts of the said lands be resumed as aforesaid or as hereinafter mentioned the agreements and conditions herein contained with reference to the whole shall continue in force and apply to such part as shall be left in the possession of the licensee.

14. That if and whenever any part of the said fees for this licence or any instalment of the amount hereinbefore agreed to be paid or any interest thereon shall be in arrear whether the same has been demanded or not or if and whenever there shall be a breach of any of the agreements positive or negative by the licensee herein contained or if this licence be assigned whether by operation of law or otherwise save as in the Land Acts is otherwise expressly provided or if the said allotment or any part thereof is sublet or in case substantial and permanent improvements certified in writing under the seal of the Board of Land and Works or under the hands of arbitrators as provided by the said Acts to be of the value of _____ for every acre and fractional part of an acre of the allotment have not been made on the said allotment by the licensee in each and every year of the first _____ years from the commencement of this licence or if it at any time be shown to the satisfaction of the Governor with the advice aforesaid (and that it has been so shown the production of a copy of the *Government Gazette* containing a notice purporting to be signed by the responsible Minister of the Crown for the time being administering the Land Acts or Part I. Division 3 of the *Land Act 1890* so declaring or notifying or declaring or notifying that this licence has become forfeited and void shall be conclusive evidence) that the licensee became such licensee or that he held or continued to hold this licence in violation of or non-compliance with any of the provisions of the Land Acts or that the licensee has committed a breach of or not fulfilled any of the conditions of this licence then and in any of such cases this licence shall be void and of no effect and the holder if any of a licence lien over the improvements made on such allotment shall have no claim either at law or in equity against His Majesty the Governor in Council or the Board of Land and Works by reason of the loss of such lien on the forfeiture or abandonment of this licence. Provided that the Minister of the Crown for the time being administering the Land Acts may if he thinks fit repay to the holder of any such licence lien out of any moneys received by him in respect of any improvements on such allotment the whole or any part of the sum of money secured by such licence lien. Provided further that satisfactory proof be shown that the moneys secured by such licence lien were advanced and that such licence lien was given *bond fide* and without fraud or improper collusion on the part of the licensee or of the holder of such licence lien.

15. That ancillary and without prejudice to the provisions of the 45th and 125th sections of the *Land Act 1890* it is hereby agreed that immediately upon this licence so 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 whatever to enter upon the said allotment and the licensee and all persons claiming from under or through him 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 or in an action for the recovery of land and a writ of *habere facias possessionem* or writ of possession 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 or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence thereto and these presents shall be conclusive evidence of the leave and licence of the licensee and all persons claiming from under or through him to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

16. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 17 of the *Land Act 1891* and that upon the making of any Order in Council under the provisions in the said section contained the enhanced licence-fee therefor fixed by such Order in Council shall be payable in respect of such lands as though such licence-fee had been so fixed prior to the granting of this licence.

17. That if the licensee fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment in each and every year of the first _____ years from the commencement of this licence and prove to the satisfaction of the Board of Land and Works (to be certified under its seal) by such evidence as the said Board may require

that he has complied with the said conditions and with all other conditions hereof he shall be entitled at any time after the period of the currency of the licence or during the term of the lease hereinafter mentioned to demand and obtain from the Governor in Council a Crown grant upon payment of or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act* 1891 for each acre or fractional part of an acre or otherwise he may obtain a lease of the said allotment and such lease shall be for a term of fourteen years at a rent of or of such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council as aforesaid per annum for each acre or fractional part of an acre so demised payable in equal parts half-yearly in advance and will contain the usual covenants for the payment of rent and a condition for re-entry on non-payment thereof and such other covenants conditions exceptions and reservations as the Governor in Council may direct.

18. That upon payment of the last sum due on account of the rent under any such lease or at any time during the term upon payment of the difference between the amount of rent actually paid and the entire sum of or such other sum (if any) not being less than one-eighth part greater nor more than double the sum of as may be fixed by any Order in Council as aforesaid for each acre or fractional part of an acre the lessee or his representatives shall be entitled to a grant in fee of the lands leased and every such grant shall be subject to such covenants conditions exceptions and reservations as the Governor in Council may direct.

19. In the case of the insolvency or death of the licensee during the currency of this licence it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of such licensee to assign within the time limited in that behalf by the said Acts such licence to any person who is qualified for becoming a licensee under Part I. Division 3 of the *Land Act* 1890 and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

20. Except as herein otherwise expressly provided the word "licensee" shall include his executors and administrators and any person or persons in whom this licence may under the provisions of the said Acts become vested.

21. The licensee for himself his heirs executors and administrators further agrees with His Majesty his heirs and successors in manner following (that is to say):—That in the event of any portion of the land hereby licensed being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said licensee his heirs executors and administrators will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such licence or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose *nor in respect of the severance of such land from the other lands held under this licence*. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said licensee his heirs executors and administrators to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

22. That the term "Governor" in these presents shall mean the Governor or the Administrator of the Government of the State of Victoria for the time being unless such meaning shall be inconsistent with the context.

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 Indenture to be sealed with the seal of the said State on the _____ day of _____ 1901 and the Licensee hath herunto set his hand and seal.

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

SCHEDULE HH.

PERPETUAL LEASE OF AGRICULTURAL ALLOTMENT.

MALLEE.

THIS INDENTURE dated in accordance with the provisions of the Land Acts the first day of _____ in the year of our Lord One thousand _____ hundred _____ being the day the person hereinafter named became entitled to this lease between His Excellency

_____ Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part the Board of Land and

Works (hereinafter referred to as the "Board") of the second part and of Victoria (hereinafter called the "lessee") of the third part Witnesseth that in consideration of the rent hereby reserved and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee the surface and down to a depth of feet below the surface of all that piece of land in the mallee border in the State of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to have and to hold the said piece of land unto the lessee his executors administrators and assigns from the day of in the year of our Lord One thousand hundred and thenceforward in perpetuity for so long as the lessee his executors administrators or assigns shall continue to pay the rent hereby reserved as the same becomes due and shall observe and perform the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed 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 such parts of the said land as may from time to time be required by the Governor in Council for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or for mining purposes or for any public purpose whatsoever or by the Board or the Victorian Railways Commissioner for railway purposes such parts of the said land when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the passing of the *Land Act 1890* to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor in advance on the first day of in every year clear of all deductions the rent calculated at the rate of per annum until the first day of of per annum

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

December One thousand nine hundred and three and for the period of ten years from the first day of December One thousand nine hundred and three and for every successive period of ten years thereafter calculated at such amount per annum as shall from time to time be fixed by the Board of Land and Works And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the rent for the time being payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That if any rent payable under this demise be in arrear for one year he or they will pay interest thereon at the rate of Five pounds per centum per annum and if such rent be in arrear for two years he or they will pay interest thereon at the rate of Six pounds per centum per annum and if such rent be in arrear for three years he or they will pay interest thereon at the rate of Seven pounds per centum per annum and if such rent shall be in arrear for four years from the time when the same became due then these presents shall be absolutely void and of no effect Provided always that the Board of Land and Works shall have the same powers for the recovery of such rents and of any interest thereon by suit distress forfeiture or otherwise as it has with respect to the recovery of the licence-fees of licences issued under section 44 of the *Land Act 1890*.
3. 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.
4. That he or they will within six months after the granting hereof reside upon the land hereby demised or within five miles thereof and that he or they will reside upon the land demised or within five miles thereof for at

least six months during the first year of such term and for at least eight months during each of the second third fourth and fifth years of such term provided that if he or they shall cultivate to the satisfaction of the Board at least one-fourth of the said allotment within the first four years of such term and at least one-half thereof before the end of the sixth year of such term or if he or they improve the said allotment to the satisfaction of the Board during the first six years of the term to the extent per acre of Ten shillings or seven shillings and sixpence or five shillings or two shillings and sixpence according to whether the land is first second third or fourth class this condition as to residence shall not operate.

5. That these presents are upon this 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 And upon this further condition that he or they will not after the expiration of the first six years of this lease transfer mortgage sublet or part with the possession of the whole or any part of the land hereby demised without the written consent of the Board first had and obtained which may be given upon the Board being satisfied that all the covenants and conditions hereof have been complied with and that no rent is due hereunder.

6. That these presents are upon this condition 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 calendar months from the date of such insolvency or death to assign this lease to any person who is qualified for becoming a lessee under the Land Acts and such person shall thereupon be with respect to this lease in the same position as though he had been the original lessee.

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

8. That he or they will not cut damage remove or cause or permit to be cut damaged or removed any live pine box or redgum trees growing upon the land hereby demised except upon the receipt of a special permit by the Minister of Lands Provided that the lessee shall not be guilty of a breach of this condition if he proves that any tree cut damaged or removed was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement and not for any other purpose.

9. That he or they will protect or cause to be protected from fire or other destruction to the satisfaction of the Board of Land and Works all belts or clumps of pine box or redgum trees growing upon the land hereby demised.

10. 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.

11. That these presents are upon this condition that he or they will during the first five years after the date of this lease plant trees on the land hereby demised in accordance with regulations to be made under the Land Acts the number of acres so to be planted and the kind and number of trees with which they are to be planted shall be prescribed by the regulations made or to be made in accordance with section 8 of the *Malve Lands Act 1896*.

12. 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.

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 what-so-ever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.*

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

15. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect.

16. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heir and successors in manner following (that is to say):—That in the event of any portion of the land hereby demised being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by

the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose nor in respect of the severance of such land from the other lands held under this lease And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

17. That he or they will pay to His Majesty by half-yearly instalments of £ s. d. each the sum of £ s. d. being the amount determined by the Board as the value of improvements paid or payable by His Majesty the Governor in Council or the Board to the previous tenant of the land hereby demised for improvements of a permanent character on such land and for such tenant's interest in the land hereby demised together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made the payment of the first of such instalments and of interest to be made on the day of and subsequent payments on the day of and the day of in each year until the whole amount be paid Provided that in the event of any default in payment of any half-yearly instalment of the amount hereinbefore agreed to be paid such default shall have the like consequences as a default in the payment of rent hereunder and the same may be levied or recovered by or under the authority of the Board in like manner as rent is leviable or recoverable by law and in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

18. That in the event of there being an existing registered mortgage over this lease the lease shall not be annulled for the breach of any covenant or condition thereof unless such breach shall have been continued after three months' notice in writing of such breach shall have been sent by the Board through the Post-office to the mortgagee at his address appearing in the register-book.

19. That these presents are upon this further condition that if and whenever any part of the said rent or any interest or other payment of whatsoever kind covenanted to be paid hereunder shall be in arrear for thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided 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 Her Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming 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 proceedings.

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 19 day of 19 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— (L.S.)
 President.
 Member.
 Signed sealed and delivered by the above-named in the presence of— (L.S.)

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

SCHEDULE GG1.

LEASE OF AN AGRICULTURAL ALLOTMENT (MALLEE) UNDER THE LAND ACTS.

THIS INDENTURE made between His Excellency the

in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and (hereinafter called the "lessee") of the other part. Witnesseth that in consideration of the rent hereby reserved and the covenants and conditions 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 mallee in the State of Victoria containing

and shown with the measurements and aduttals thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow to hold the said piece of land unto the lessee his executors administrators and approved assigns from the day of

in the year of our Lord One thousand nine hundred for the term of years yielding and paying for the same unto His Majesty the King his heirs and successors during the said term the rent of

of per annum for every acre and fractional part of an acre of the said land together with such further rent (if any) fixed by any Order in Council made in that behalf under and by virtue of the provisions of section 17 of the *Land Act* 1891 such rent to be always paid by equal half-yearly payments in advance on the first day of January and the first day of July in each year and the next payment thereof to be made on the day of next Reserving and excepting unto His Majesty his heirs and successors the right of resumption of the whole or such part of

the land hereby demised as may from time or at any time be required by the Board of Land and Works or the Victorian Railways Commissioner for railway purposes or by the Governor for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for public roads or highways or bridges or for mining purposes upon payment by His Majesty of the actual cost of removing the improvements or the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount to be fixed by the said Board such parts of the said land when the same may be required for any of the said purposes 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 acting by and with the advice of the Executive Council such notice to the lessee his executors administrators and transferees to be sent through the post office addressed to the occupier of the land Excepting also unto His Majesty his heirs

and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to His Majesty his heirs and successors and his and their agents

Note.—The bearings and measurements are approximately given in this plan. The measurements are in links.

servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and thereon for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works 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 and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which a person similarly qualified had at the time of the passing of the *Land Act* 1890 to mine for gold and silver in and upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And provided also that the said land may be resumed under section 68 of the *Land Act* 1890 And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with His Majesty his heirs and successors that he the lessee his executors administrators or assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will during the said term pay unto His Majesty his heirs or successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2. That he or they will not at any time during the continuance of the term hereby granted without a licence from the Governor search in the land hereby demised for or take therefrom any metal or mineral or mineral ore.

3. That neither he nor they will without the special permit in writing of the Minister of the Crown for the time being administering the *Land Acts* first had and obtained cut damage or remove or permit to be cut

damaged or removed any live pine box or redgum tree growing on the land hereby demised. Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

4. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

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

6. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heirs and successors in manner following (that is to say):—That in the event of any portion of the land hereby demised being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose *nor in respect of the severance of such land from the other lands held under this lease*. And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

7. These presents are upon the condition that in case the rent hereby reserved or any part thereof be not paid in accordance with the covenant for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained and on his or their part to be observed and performed it shall be lawful for His Majesty to enter forthwith or at any time thereafter upon the land hereby demised and the same to re-possess and enjoy and thenceforth the said term hereby granted shall absolutely cease and determine. And it is hereby agreed and declared that in such case it shall be lawful for His Majesty and 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 or administrators and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceedings 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 administrators and all persons claiming from under or through him or them to His Majesty and any bailiff of Crown lands and all persons acting in the matters complained of or of any such bailiff for the entry or trespass or other matters complained of in such action or other proceedings.

8. The term "Governor" in these presents shall mean the Governor or the Lieutenant-Governor or other person administering the Government of Victoria for the time being unless such meaning be inconsistent with the context.

In witness whereof His Excellency

in and over the said State of Victoria and its Dependencies at Melbourne hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State and the said Lessee hath set hereto his hand and seal.

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

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

SCHEDULE NN1.

LEASE OF MALLEE ALLOTMENT.

THIS INDENTURE dated in accordance with the Land Acts the first day of _____ in the year of our Lord One thousand _____ hundred _____ 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 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 under the provisions of the Land Acts made application for a lease of the mallee allotment intended to be heroby demised and delineated with the boundary lines thereof on the plan kept of the mallee border of the mallee country in accordance with the provisions of the 156th section of the *Land Act* 1890 and therein numbered _____ section _____ parish of _____ county of _____ And whereas the Governor in Council has agreed to grant this lease for the term of _____ years and _____ months at the annual rental of _____ being the rent determined in accordance with the regulations made by the Governor in Council in pursuance of the provisions of the Land Acts and the said lessee has paid half a year's rent in advance Now this indenture witnesseth that in consideration of the payment aforesaid and of the rent hereby reserved and of the covenants by the lessee hereinafter contained His Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns the surface of all that piece or parcel of land situate in the mallee border being mallee allotment numbered _____ section _____ parish of _____ county of _____ on the said plan kept as aforesaid and delineated on the plan copied from such first-mentioned plan drawn in the margin of these presents and therein coloured yellow (excepting thereout any lands within the said area that are held by any person or persons in fee simple or other lesser estate or interest) and also numbered _____ section _____ parish of _____ county of _____ together with the appurtenances Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his or their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein and thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining And also excepting and reserving to His Majesty his heirs and successors and each and every person being under the provisions of the Land Acts the lessee or the executors administrators or assigns of the lessee of any part of a mallee block or of a mallee allotment or of an agricultural allotment or the holder of a miner's right or of a gold-mining or mineral lease or a licence to search for metals and minerals and his and their tenants agents workmen and servants liberty and right of ingress egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons carriages and other vehicles to and from such mallee block or mallee or agricultural allotment or part thereof or to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor in Council as may for the time being be in force And also excepting and reserving unto His Majesty his heirs and successors by the Governor with the advice aforesaid the right to grant in the manner and on the conditions prescribed in Part J. of the *Land Act* 1890 licences to any person to enter upon any of the land comprised in the lease hereby granted and search for cut dig and take away any live or dead timber coal and other mineral gravel salt guano sand resin stone or limestone loam brick or other earth or to occupy the site of fishermen's residences drying grounds fellmongering establishments slaughter-houses brick or lime kilns or to erect pumps or collect ballast To have and to hold the premises herebefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of _____ years and _____ months from the first day of _____ One thousand _____ hundred _____ Yielding and paying therefor during the said term the yearly rent of _____ by two equal half-yearly payments in advance on the first day of _____ and the first day of _____ in every year clear of all deductions the first of the said half-yearly payments having been made as aforesaid the next of the said half-yearly payments to be made on the first day of _____ next and the last of the said half-yearly payments to be made on the first day of _____ next preceding the expiration of the said term And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his 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):—

1. That he or they will during the said term pay the said rent herebefore reserved at the times and in manner herebefore appointed for payment thereof clear of all deductions.
2. That if any rent payable under this demise be in arrear for one year he or they will pay interest thereon at the rate of Five pounds per centum per annum and if such rent be in arrear for two years he or they will pay interest thereon at the rate of Six pounds per centum per annum and if such rent be in arrear for three years he or they will pay interest thereon at the rate of Seven pounds per centum per annum and if such rent shall be in arrear for four years from the time when the same became due then these presents shall be absolutely void and of no effect Provided always that the Board of Land and Works shall have the same powers for the recovery of such rents and of any interest thereon by suit distress forfeiture or otherwise as it has with respect to the recovery of the licence fees of licences issued under section 44 of the *Land Act* 1890.
3. That he or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.

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

4. That he or they will pay by half-yearly instalments of £ each the sum of £ being the amount as determined by the Board as paid or payable by His Majesty or the Governor in Council or the said Board to the former tenant for improvements of a permanent character effected on the land hereby demised and for such former tenant's interest in the lease of such portion together with interest at the rate of Three pounds per centum per annum to be computed with respect to each instalment for the period which has elapsed between the date hereof and the end of the half-year in which payment of such instalment is made. The first of such instalments together with interest to be paid on the day of 1 and a further instalment together with interest on each of the days hereinbefore appointed for the payment of rent until the whole amount be paid. Provided that any default in the payment of any half-yearly instalment of such amount shall have the like consequences as a default in the payment of any instalment of rent and may be levied or recovered by or under the authority of the Board in like manner as any rent is leviable or recoverable by law and that in case the same be levied by distress an order under the seal of the Board shall be a sufficient warrant and authority to distrain.

5. That he or they will not cultivate except with the consent of the Board obtained pursuant to and subject to the provisions of section 27 of the *Mallee Lands Act 1896* nor assign sublet or part with the possession of the mallee allotment hereby demised or any portion thereof nor execute any instrument or enter into any agreement operating as a mortgage equitable mortgage charge or lien upon this lease or upon the land hereby demised without the previous consent of the Board of Land and Works signified in writing.

6. That these presents are upon the express condition that no assignment or transfer of the land hereby demised or of any portion thereof or of or any interest in the term hereby created whether by process or operation of law or otherwise or by operation of a testamentary instrument or of letters of administration shall effect or have any force either at law or in equity to pass or create any claim estate title or interest in the said land or term without the consent of the Board signified in writing.

7. That he or they will after not more than five crops in succession have been taken from or off any land hereby demised cultivated pursuant to the consent of the Board allow an interval of at least one year to elapse before any seed other than grass seed sown with the object of such land being used for grazing only is sown or planted in or on such land and that neither he nor they will take or permit to be taken any crop from or off the same until the expiration of such interval. And that after such interval and until the end of the lessee's term hereunder neither he nor they will take or permit to be taken from or off any such land more than one crop in any two years and that after a crop has been taken from or off any such land that he or they will allow an interval of at least one year to elapse before any seed other than grass seed sown with the object of such land being used for grazing only is sown in or on such land and that neither he nor they will take or permit to be taken any crop from or off the same until the expiration of any such interval.

8. That he or they will after the date when any consent to clear or cultivate any portion of the land hereby demised is given by the Board pay during the residue of the said term in respect of the land hereby demised an increased rent calculated at the rate of One penny per annum for each acre or fractional part of an acre included in this demise and thereafter these presents shall be read and construed as if the rent hereinbefore reserved increased by such increased rent was expressed as the rent payable in respect of this demise and that the same may be enforced accordingly.

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

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

11. That neither he nor they will without the special permit of the Minister of the Crown for the time being administering the Land Acts in writing first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby demised provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

12. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

13. That notwithstanding anything contained in section 174 of the *Land Act 1890* that neither he nor they shall or will claim to be entitled to be paid the value of any wells reservoirs tanks or dams of a permanent character situated on the land hereby demised and constructed thereon during the currency of these presents unless the same were so constructed with the previous consent in writing of the Board.

14. That neither he nor they shall or will claim or be entitled to be paid in respect of any portion of the land hereby demised which may be cleared of scrub and useless timber pursuant to any written consent.

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

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

17. 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.

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

19. 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.

20. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. And without prejudice to any other condition and in addition and as ancillary to the provisions of the 181st section of the *Land Act 1890*.

21. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heirs and successors in manner following (that is to say):—That in the event of any portion of the land hereby demised being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways or railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by and with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose nor in respect of the severance of such land from the other lands held under this lease. And it is hereby expressly agreed between the parties hitherto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

22. That these presents are upon this further condition that His Majesty his heirs and successors may from time to time and at all times during the term hereby granted in accordance with regulations in that behalf to be made by the Governor in Council under the authority of the *Land Act 1890* resume for mining purposes and re-enter upon any part or parts of the land hereby demised upon payment for his improvements on the land so resumed to the lessee the full value of all houses fences wells reservoirs tanks dams and all improvements of a permanent character made erected or constructed by such lessee and in respect of which compensation is payable under the *Land Act 1890* as amended by the *Mallee Lands Act 1896* to be determined as by the said Acts provided but nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the premises hereby demised in search of gold than was possessed by pastoral tenants under Act No. 360.

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

24. That these presents are upon this further condition that if and whenever any part of the rent for the time being payable hereunder or any instalment of money hereinbefore agreed to be paid by the lessee shall be in arrear for thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants conditions or agreements positive or negative by the lessee hereinbefore contained and this lease be avoided 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 under any of the conditions aforesaid it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding

July 16, 1901.

2714

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

In witness whereof His Excellency

Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of 1901 the Board of Land and Works hath hereunto affixed its common seal and the Lessee hath hereunto set his hand and seal.

(L.S.)

The common seal of the Board of Land and Works was hereunto affixed in the presence of—

President.
Member.

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

(L.S.)

Entered in the Register Book vol. fol.

Assistant Registrar of Titles.

SCHEDULE EEL.

LEASE OF AN AGRICULTURAL ALLOTMENT (MALLEE).

THIS INDENTURE made between His Excellency in and over the State of Victoria and its Dependencies in the name and on behalf of His Most Gracious Majesty King Edward VII. of the one part and

(hereinafter called the "lessee") of the other part: Witnesseth that in consideration of the rent hereby reserved and the covenants and conditions 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 all that piece of land in that portion of the State of Victoria known as the Mallee 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 to hold the said piece of land unto the lessee his executors administrators and assigns from the day of in the year of Our Lord One thousand nine hundred

for the term of years yielding and paying for the same unto His Majesty the King his heirs and successors during the said term the rent of per annum for every acre and fractional part of an acre of the said land such rent to be always paid by equal half-yearly payments in advance on the first day of January and the first day of July in each year and the next payment thereof to be made on the day of next Reserving and excepting unto His Majesty his heirs and successors the right of resumption for the public purposes and in accordance with the provisions and conditions hereinafter expressed and contained such parts of the said land as shall from time to time be required by the Governor in Council for the formation and construction

of public roads highways or bridges and also such parts of the said land as shall from time to time be required by the Board of Land and Works or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed and also such parts of the said land as shall from time to time be required for the execution construction completion or extension of any waterworks or irrigation works now made or in the course of construction or hereafter to be made under the authority

of any present or future laws such parts of the said land when the same may be required for any of the said purposes 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 acting by and with the advice and consent of the Executive Council such notice to the lessee his executors administrators and transferees to be sent through the post office addressed to the occupier of the land Excepting also unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all copper tin antimony coal and all other metals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and all other metals and minerals and mineral ores in upon and under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and all other metals and minerals and mineral ores and for the purpose aforesaid to sink shafts erect machinery carry on any works 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 and minerals or of a mining or mineral lease to enter thereon and to mine for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those to which such person had at the time of the passing of the *Land Act* 1890 the right to mine for gold and silver in and

NOTE.—The bearings and measurements are approximately given in this plan. The measurements are in links.

upon Crown lands provided that compensation shall be paid to the lessee his executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry And provided also that the said land may be resumed under section 68 of the said Act And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with his said Majesty his heirs and successors that he the lessee his executors administrators or assigns will observe perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will during the said term pay unto His Majesty his heirs and successors the rent hereby reserved by equal half-yearly payments in advance on the days hereinbefore appointed for the payment thereof.

2. That he or they will not at any time during the continuance of the term hereby granted without a licence from the Governor search in the land hereby demised for or take therefrom any metal or minerals or mineral ore.

3. That neither he nor they will without the special permit in writing of the Minister of the Crown for the time being administering the Land Acts first had and obtained cut damage or remove or permit to be cut damaged or removed any live pine box or redgum tree growing on the land hereby demised Provided that no breach of this covenant shall be deemed to have occurred in case of any pine box or redgum tree cut and removed without such permit if it be proved the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

4. That he or they will during the first five years after the date of these presents plant on the land hereby demised trees of such kind or kinds in such manner and in such numbers as may for the time being be prescribed by regulations of the Governor in Council in that behalf.

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

6. The lessee for himself his executors administrators and assigns further covenants with His Majesty his heirs and successors in manner following (that is to say):—That in the event of any portion of the land hereby demised being at any time or times required by the Board of Land and Works (hereinafter called the Board) or the Victorian Railways Commissioner for the construction of railways railway stations or railway works already or hereafter authorized to be constructed or by the Governor or Administrator of the Government of Victoria by any with the advice of the Executive Council thereof hereinafter designated the Governor in Council for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway to be hereafter set out by the Governor in Council he the said lessee his executors administrators or assigns will upon being allowed by the Board or Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or Victorian Railways Commissioner or Governor in Council that the land is so required for the removal by him or them of any houses buildings or fences upon the land so required remove such houses buildings and fences and relinquish possession of the land so required and that neither he nor they will make any claim for compensation whatsoever for the said houses buildings fences or for any improvements upon the said land or for the cost which he or they may incur in such removal nor will he or they make any claim for compensation for any right or interest which he or they may possess in such lease or in such land beyond a proportionate reduction of rent which shall in all cases be fixed by an officer appointed by the Governor in Council for such purpose *nor in respect of the severance of such land from the other lands held under this lease* And it is hereby expressly agreed between the parties hereto that this covenant is to be construed as a release by the said lessee his executors administrators and assigns to His Majesty his heirs and successors from all or any payment to him or them and from all claims thereto which might otherwise have been made in respect of resumption of any portion of the land hereby demised for railway purposes or for the purpose of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highway under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

7. These presents are upon the condition that in case the rent hereby reserved or any part thereof be not paid in accordance with the covenant for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained and on his or their part to be observed and performed it shall be lawful for His Majesty to enter forthwith or at any time thereafter upon the land hereby demised and the same to re-possess and enjoy and thenceforth the said term hereby granted shall absolutely cease and determine And it is hereby agreed and declared that in such case it shall be lawful for His Majesty and 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 or administrators and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law And that in case of such entry and any action being brought or other proceedings taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave or licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors administrators and all persons claiming from under or through him or them to His Majesty and any bailiff of

July 16, 1901.

2716

Crown lands and all persons acting in the matters complained of for the entry or trespass or other matters complained of in such action or other proceedings.

8. The term "Governor" in these presents shall mean the Governor or Lieutenant-Governor or other person administering the Government of Victoria for the time being unless such meaning be inconsistent with the context.

In witness whereof His Excellency

and over the State of Victoria and its Dependencies at Melbourne hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State and the said lessee hath set hereto his hand and seal.

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

Schedule within referred to.—Special Condition.

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,
Acting Clerk of the Executive Council.