



FOURTH SUPPLEMENT

TO THE

VICTORIA

GOVERNMENT GAZETTE

OF WEDNESDAY, JULY 2, 1902.

Published by Authority.

No. 78.]

TUESDAY, JULY 8.

[1902.

ALTERATION OF REGULATIONS UNDER THE LAND ACT 1901.

At the Executive Council Chamber, Melbourne, the twenty-fourth day of June, 1902.

PRESENT :

His Excellency the Governor of Victoria.

Mr. Irvine	Mr. Cameron
Mr. Shiels	Mr. Murray
Mr. Davies	Mr. Pitt
Mr. Bent	Mr. Sachse
Mr. Reid	Mr. Kirton.
Mr. McKenzie	

WHEREAS by Section 208 of the *Land Act* 1901 power is given to the Governor in Council from time to time to make, alter, and rescind rules, regulations, and orders for the various purposes therein prescribed : Now therefore His Excellency the Governor of the State of Victoria, in the Commonwealth of Australia, acting by and with the advice of the Executive Council of the said State, doth hereby make the following alterations in and additions to the Regulations made by Order of the 8th day of January 1902 (that is to say) :—

Land Act 1901.

ALTERATION OF REGULATIONS MADE ON 8TH JANUARY, 1902.

Part I.—General.

Chapter V.—Survey.

The following Schedules shall be substituted for the corresponding Schedules to Regulation 15 of the Regulations made by His Excellency the Governor in Council, on 8th January, 1902 :—

No. 78., JULY 8, 1902.—1.

(a) Schedule of Fees for Country Surveys :—

Areas.	Graduated Scales for Areas specified.				
	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.	5th Scale.
When the area does not exceed—	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
3 acres ...	1 14 0	1 19 0	2 4 0	2 12 0	3 0 0
5 " ...	1 17 0	2 3 0	2 9 0	2 19 0	3 15 0
10 " ...	2 2 0	2 11 0	2 19 0	3 14 0	4 5 0
20 " ...	2 9 0	3 1 0	3 14 0	4 14 0	5 0 0
30 " ...	2 14 0	3 9 0	4 5 0	5 9 0	6 10 0
40 " ...	2 19 0	3 16 0	4 14 0	6 2 0	7 8 0
50 " ...	3 2 0	4 2 0	5 2 0	6 14 0	8 4 0
60 " ...	3 6 0	4 8 0	5 9 0	7 4 0	8 19 0
70 " ...	3 9 0	4 13 0	5 16 0	7 14 0	9 13 0
80 " ...	3 12 0	4 17 0	6 2 0	8 2 0	10 5 0
90 " ...	3 15 0	5 2 0	6 8 0	8 11 0	10 17 0
100 " ...	3 18 0	5 6 0	6 14 0	8 19 0	11 8 0
120 " ...	4 3 0	5 14 0	7 4 0	9 13 0	12 9 0
140 " ...	4 8 0	6 1 0	7 14 0	10 7 0	13 8 0
160 " ...	4 12 0	6 7 0	8 3 0	10 19 0	14 6 0
180 " ...	4 16 0	6 14 0	8 11 0	11 11 0	15 8 0
200 " ...	5 0 0	7 0 0	8 19 0	12 2 0	16 4 0
220 " ...	5 4 0	7 5 0	9 7 0	12 13 0	16 18 0
240 " ...	5 7 0	7 11 0	9 14 0	13 3 0	17 8 0
260 " ...	5 11 0	7 16 0	10 1 0	13 13 0	18 4 0
280 " ...	5 14 0	8 1 0	10 7 0	14 2 0	18 16 0
300 " ...	5 17 0	8 5 0	10 14 0	14 11 0	19 8 0
320 " ...	6 0 0	8 10 0	11 0 0	15 0 0	20 0 0
480 " ...	7 1 0	10 3 0	13 4 0	18 2 0	24 2 0
640 " ...	7 19 0	11 10 0	15 1 0	20 14 0	27 11 0
800 " ...	8 15 0	12 14 0	16 13 0	23 0 0	30 12 0
1000 " ...	9 13 0	14 1 0	18 10 0	25 11 0	34 0 0
1280 " ...	10 10 0	15 5 0	20 0 0	28 0 0	36 0 0
1600 " ...	11 10 0	16 15 0	22 0 0	31 0 0	...
1920 " ...	12 10 0	18 5 0	24 0 0	34 0 0	...

ROADS.

—	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.	5th Scale.
	Per Mile.				
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(d) Up to 2 chains in width, the run side cleared and both sides marked, <i>vide</i> Regulations ...	2 10 0	3 11 0	4 11 0	6 5 0	8 0 0
(e) Three chains, ditto, ditto, ditto ...	2 15 0	3 17 0	5 0 0	7 0 0	9 0 0

Roads through an allotment, if carefully selected and approved, shall be paid for by the Department.

Boundary, Standard, and Re-survey Lines :—

—	1st Scale.	2nd Scale.	3rd Scale.	4th Scale.	5th Scale.
	Per Mile.				
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(g) Cleared, pegged, and trenched, with plan and field notes ...	2 0 0	2 17 0	3 13 0	5 0 0	6 5 0
(h) Connexion, check and traverse lines, not trenched ...	0 15 0	1 1 0	1 7 0	1 17 0	2 7 0
(j) Lines re-chained only ...	0 7 6	0 10 6	0 13 6	0 18 6	1 4 0

The following Regulation shall be substituted for Regulation 23 :—

"Subject to the approval of the Minister of Lands, when the survey fee required for any area exceeds the sum of £5 but does not exceed £10, a deposit of £5 may be paid by the applicant, or when the required fee exceeds £10 a deposit of one-half of the amount may be paid by the applicant, and the balance in equal half-yearly instalments extending over the term of six years. The deposit shall be lodged in Trust Fund Survey Fees Account. The balance of the amount due to the surveyor shall be drawn from a Special Vote for that purpose."

*Land Act 1901.*ALTERATION OF REGULATIONS MADE ON
8TH JANUARY, 1902.

Part II.—Crown Lands other than Mallee Lands.

Part III.—Mallee Lands.

Part IV.—Saw-mill and Timber Licences State Forests, Timber Reserves, and other Crown Lands.

Part V.—Village Settlements.

Part VII.—Wattle Leases.

The following Schedules shall be substituted for the corresponding Schedules to the Regulations made by His Excellency the Governor in Council on 8th January, 1902 :—

SCHEDULE D*.—(CHAP. II., PART 2.)

LEASE OF A PASTORAL ALLOTMENT UNDER THE LAND ACT 1901.

THIS Indenture dated in accordance with the *Land Act 1901* the first day of _____ in the year of our Lord One thousand _____ and made 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 (hereafter referred to as "the Board") of the second part and _____ Victoria (hereinafter called the "Lessee") of the third part.

Whereas the Governor with the advice of the Executive Council has agreed to grant this lease for pastoral purposes of the pastoral allotment hereinafter demised for the term of _____ years and _____ calendar months at the annual rent of _____ being the rent computed according to the provisions of the *Land Act 1901* to the lessee who has acquired the right or become entitled thereto under the provisions of the same Act and the lessee has paid half a year's rent in advance And whereas the Governor with the advice aforesaid has approved of and directed the conditions and provisions hereinafter contained to be inserted in this lease framed in accordance with the Regulations made in pursuance of the provisions of the said Act Now this Indenture witnesseth that in consideration of the payment aforesaid and of the rent hereby reserved and of the covenants of 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 pastoral allotment situate in the county of _____ in the State of Victoria containing _____ acres more or less and delineated on the plan kept in accordance with the provisions of the *Land Act 1901* and thereon numbered _____ in the said county and also delineated on the plan drawn in the margin of these presents and therein coloured _____ together with the appurtenances Excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argenteriferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines 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 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 other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argenteriferous 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 other lessee of any pastoral allotment or grazing area and the holder of a miner's right or of a gold mining or mineral lease or a licence to search for metals and minerals and his and their visitors agents and servants tenants and workmen 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 or from such pastoral allotment grazing area 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 with the advice of the Executive 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 to grant in manner and on the conditions prescribed in the said *Land Act 1901* licences to any person to enter upon any of the land comprised in this lease and search for cut dig and take away live or dead timber coal and other mineral gravel salt guano sand resin stone or limestone loam brick or other earth To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of _____ years and _____ calendar months from the day of the date of this lease. 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 that he the lessee his executors administrators or assigns will during the said term observe perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say) :—

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

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

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

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

4. That he or they will at once after the granting of this lease commence and continue 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* 1901 included in the term "vermin" or which the Governor with the advice aforesaid may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or of any Act thereby repealed upon such land and will keep the same free of such animals and birds Bathurst burr wild briar and gorse to the satisfaction of the Board of Land and Works during the currency of the term hereby granted :

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

6. That he or they will 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 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 :

7. 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 :

8. That he or they will not during the currency of this lease ring or destroy or except for the purpose of fencing or building on the land hereby demised cut down any timber in or upon such demised land unless with the previous sanction of the Board of Land and Works signified in writing and only then under the supervision of an officer appointed in that behalf by the said Board :

9. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and that the lessee his executors administrators and assigns will at all times allow every such person to enter upon the demised land and every part thereof and to search for gold and silver and any other mineral ores whatsoever 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 :

Provided always and it is hereby agreed and declared—

10. That it is a condition of this demise that these presents shall become absolutely void on any assignment thereof whether by operation of law or otherwise save under the provisions of the *Land Act* 1901.

11. That it is a further condition that this lease is granted subject to a right in the Governor in Council at any time by proclamation in the *Government Gazette* to grant to the public the right of ingress egress and regress along any track used or required through or over the land hereby demised from and to any public road or track :

12. That it is a further condition that the Governor in Council shall have the power to grant in the manner and on the conditions prescribed in Division 8 of the *Land Act* 1901 licences to any person to enter upon any of the land comprised in this lease 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 :

13. That it is a further condition that His Majesty his heirs and successors may at any time and from time to time during the said term resume possession of the whole or any part or parts of the land hereby demised which may in the opinion of the Governor with the advice aforesaid be required for the purposes of water supply irrigation works races dams and ditches forest or timber reserves or for public railways roads canals or for tramways or other internal communication through such lands or for mining purposes or for the purpose of obtaining or removing therefrom guano or other manure stone or earth or for sites of inns stores smithies bakeries or similar buildings or of bathing-houses bathing-places fishermen's residences drying grounds fellmongering establishments slaughter-houses lime-kilns bridges ferries toll or punt houses tanneries factories saw or paper mills stores warehouses or dwellings quays docks landing-places or the deposit of materials ship building and repairing boat building and repairing or for the working of mineral springs or for the manufacture of salt or for the purpose of erecting pumps or for the purpose of cutting digging and taking away any live or dead timber gravel stone ballast limestone salt shell seaweed and loam brick or other earth :

14. That it is a further condition that His Majesty his heirs and successors may at any time and from time to time during the term hereby granted in accordance with Regulations in that behalf made under the *Land Act* 1901 resume as sites for townships or villages or for mining purposes and re-enter upon any lands forming the whole or any part of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (being fences within the meaning assigned to the word "fence" by the *Land Act* 1901) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by such lessee his executors administrators or assigns on the lands so resumed but nothing herein or in the said Act contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard to the right of miners to enter upon the land hereby demised in search of gold than was possessed by pastoral tenants under *The Land Act* 1869 :

15. That neither of the preceding provisions shall prejudice or be construed as restricting the generality of the covenant on the part of the lessee hereinbefore contained conferring on the holder of a miner's right or of a mining or mineral lease or of a licence to search for metals or minerals other than gold the right to enter upon the demised land and exercise the rights in such covenant mentioned :

16. In case of any land being required to be resumed for mining purposes the Governor with the advice aforesaid shall determine and have the election whether it shall be resumed under the provisions of the 180th section of the *Land Act* 1901 or under the provisions hereinbefore contained and if so under which of such provisions it shall be so resumed or taken :

17. That in case possession of any part or parts of the said land being resumed under either of the preceding provisions the covenants provisions and agreements herein contained with reference to the whole of the premises shall continue in force and apply to such part of the same as shall be left in the possession of the lessee his executors administrators or assigns :

18. That the term hereby granted may be determined by His Majesty his heirs or successors at any time by not less than two years' previous notice in writing of such intention addressed to the lessee and published in three consecutive ordinary numbers of the *Government Gazette* and upon payment to the lessee his executors administrators or assigns for his interest in this lease together with the value of houses fences (being fences within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee prior to the date of such notice and during the currency of this lease on the lands so resumed provided that the sum paid in respect of such improvements by the Board of Land and Works shall not exceed the sum expended thereon by the lessee his executors administrators or assigns and that such sum shall be determined in accordance with the regulations aforesaid and every such determination shall be binding and conclusive and the compensation to be paid to the lessee in respect of his interest in this lease shall be determined in manner by law required :

19. 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 conditions provisos agreements acts matters or things herein by the lessee to be performed or observed and the Governor with the advice aforesaid shall determine that this lease shall in consequence be voided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned or as in the Land Act 1901 otherwise expressly provided then these presents and the term hereby created shall be void and of no effect and immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by His Majesty or by the Governor with the advice aforesaid 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 effectively as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a 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 entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

20. That the term "Governor" in these presents shall mean the Governor Lieutenant-Governor or other person administering 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 demise to be sealed with the seal of the said State and the lessee hath hereunto set his hand and seal on the day and year first above written.

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

(L.S.)

SCHEDULE H⁴.—(CHAP. V., PART 2.)

NON-RESIDENCE LICENCE OF AN AGRICULTURAL OR A GRAZING ALLOTMENT.

THIS Indenture dated in accordance with the *Land Act* 1901 the first day of _____ in the year of our Lord One thousand _____

and made 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 State of Victoria (hereafter called "the licensee") of the other part Whereas the licensee 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 Act* 1901. 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* 1901 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 parish of _____ county of _____ in the State of Victoria containing _____ acres more or less of _____ class land and delineated on the plan kept in accordance with the provisions of the 5th section of the *Land Act* 1901 and thereon numbered _____ in the said parish and also delineated on the plan drawn in the margin of these presents and thereon coloured _____ 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 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 land hereby licensed together with liberty for His Majesty his heirs and successors and her 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 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 waggon and carriages to or from any claim or mine 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

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

land comprised in this licence is and shall be 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 such person had at the time of the date of these presents 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 conditions 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 Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act 1901* 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. To pay all existing and future rates assessments and taxes for the time being payable by landlord or tenant in respect of the premises.
3. 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 sub-let the said allotment or any part thereof.
4. 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 said Act included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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.
5. 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 Part I. of the *Land Act 1901* and keep the same in repair during the continuance of this licence.
6. That he will make and erect substantial and permanent improvements in respect of each acre or fractional part of an acre of the allotment to the value of _____ in each year of the _____ years of this licence.
7. That he will at all times during the continuance of this licence *bona fide* comply with all and will not violate any of the provisions of the *Land Act 1901*.
8. 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 the purpose of water supply irrigation works races dams and ditches or for railways roads 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 land so resumed or expended by him thereupon shall be repaid to him together with such other moneys as compensation for such resumption as to the Governor with the advice of the Executive Council seems fit. The preceding provision shall be construed as independent of and concurrent with the powers conferred by the 180th section of the *Land Act 1901* and of the powers conferred by the provision last but one of this licence.
9. 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.
10. That if and whenever any part of the said fees for this licence be in arrear whether the same have 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 Act 1901* 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 *Land Act 1901* to be of the value of _____ shillings in respect of each acre or fractional part of an acre of the allotment have not been made on the said allotment by the licensee in each year of the _____ years 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 Act 1901* 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 Act 1901* 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.
11. That ancillary and without prejudice to the provisions of the 81st and 166th sections of the *Land Act 1901* 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 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 whomsoever 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

July 8, 1902.

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.

12. That the lands hereby licensed shall during the currency of this licence be deemed lands of the Crown within the meaning of section 419 of the *Land Act 1901* and that upon the making of any Order in Council under the provisions of the said section 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 making of this licence.

13. That if the licensee fence and make the improvements of the nature and value hereinbefore mentioned on the said allotment during the said respective periods 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 this 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 419 of the *Land Act 1901* 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 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 containing 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.

14. 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 representative 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.

15. 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 licence to assign within the time limited in that behalf by the *Land Act 1901* such licence to any person who is qualified for becoming a licensee under Part I. Division 3 of the *Land Act 1901* and such person shall thereupon be with respect to such licence in the same position as though he had been the original licensee.

16. 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 *Land Act 1901* become vested.

17. In the event of the whole or any portion of the land hereby licensed being at any time or times required by The Victorian Railways Commissioner or by any other person or persons or corporation for the time being by any law in force in Victoria authorized to make construct manage or maintain any state railway or railways for the construction maintenance or management of any railway or railways or railway stations or for obtaining earth stone timber gravel or sand or any other materials or things or for railway water supply purposes or other works matters or conveniences in connection with any railway or railway works already or hereafter authorized to be constructed maintained or managed or by the Governor for the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways to be hereafter set out by the authority of the Governor he the said licensee his executors and administrators will within one month upon receiving notice in writing from The Victorian Railways Commissioner or other person or persons or corporation aforesaid or from a responsible Minister of the Crown authorized by Order in Council that the land is so required relinquish possession of the land so required and all claim thereto provided that such licensee his executors or administrators shall for a period of one month after the receipt by him or them of such notice be entitled to remove all buildings erections or fences upon the land so required but such right shall be forfeited if the same be not exercised and such buildings erections or fences removed within the time hereinbefore limited and that neither he nor they will make any claim for compensation whatsoever for the said buildings erections or fences or for any improvements or for any moneys expended upon the said lands or for the cost which he or they may incur in such removal nor will he or they have or make any claim for compensation for any loss of frontage to or access from any road or roads in consequence of the construction of any such railway railway station or other works matters or conveniences And the said Railways Commissioner or other person or persons or corporation aforesaid shall not be liable to construct any crossings or other accommodation works under or upon any railway that may be made through or adjacent to such land or any part thereof nor will the licensee his executors or administrators have or make any claim for compensation for any right or interest which he or they may possess in such land beyond a proportionate reduction in the licence-fee which shall in all cases be fixed by an officer appointed by the Governor nor in respect of the severance from the other lands occupied by him or them under this licence And it is expressly agreed between the parties hereto that this agreement is to be construed as a release by the said licensee his 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 licensed for any railway or railway station or other works matters or conveniences or for the purposes of the construction of water supply works irrigation works reservoirs dams races water-courses or drains or for public roads or highways under the before contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

That 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 by and with the advice and consent of the Executive Council thereof unless such meaning shall be inconsistent with the context.

In witness whereof His Excellency

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 and the licensee hath hereunto set his hand and seal.

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

(L.S.)

SCHEDULE L⁴.—(CHAP. V., PART 2.)

PERPETUAL LEASE OF AGRICULTURAL OR GRAZING ALLOTMENT.

Entered in the Register, Book, Vol. Fol.
Assistant Registrar of Titles.

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of _____ in the year of our Lord One thousand _____ hundred and _____ and made 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

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 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 _____ 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 _____

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 date of these presents 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 twenty-ninth

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

day of December One thousand nine hundred and nine and for the period of ten years from the twenty-ninth day of December One thousand nine hundred and nine 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 he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.

3. That he or they will within six months after the granting of this lease reside upon the land 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 at least one-fourth of the said allotment within the first two years of such term and at least one-half thereof before the end of the fourth year of such term this covenant as to residence shall not operate.

4. 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. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executors or administrators of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Part I. Division 3 Subdivision 4 of the *Land Act 1901* and such person shall be with respect to this lease in the same position as though he had been the original lessee.

July 8, 1902.

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

6. That he or they will forthwith after the granting of this lease commence and continue to destroy and will within two years after the issue of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act* 1890 enclose the land described herein with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1901 and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

8. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of for every acre of the said land before the end of the third year from the commencement of this lease, and to the value of a further for every acre before the end of the sixth year from such commencement.

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

10. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act* 1901 from time to time by the Governor in Council.

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

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

14. That these presents are upon this further condition that if and whenever any 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 His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

In witness whereof His Excellency

Governor in and over the said 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 the Board of Land and Works hath hereunto affixed its Common Seal and the Lessee hath hereunto set his hand and seal.

July 8, 1902.

and referred to under the term "drains") now upon the land hereby demised and the portions of the several drains adjacent to such land shown on the plan in the margin and thereon coloured blue which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 66 feet from such part and that he and they shall not nor will do or cause or permit to be done upon the said land or any part thereof any act deed or thing whereby such drains may be injured or endangered.

5. That he or they will forthwith fence off to the satisfaction of the Board of Land and Works all such drains on each side thereof with a substantial fence and prevent all live stock from having access to the banks thereof and shall to the like satisfaction similarly fence the land hereby demised on any side frontage or portion thereof which is not bounded by any such drain and all such fences keep in good and substantial repair and to the like satisfaction during the whole of the said term.

6. That he and they will not water or permit to be watered any live stock at any time on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors or administrators.

7. That if any such drain now forms or at any time hereafter during the continuance of this demise shall form and be the boundary between the land hereby demised and any other swamp or reclaimed land demised to any other lessee as swamp or reclaimed land within the meaning of the *Land Act 1901* it shall not be obligatory on the lessee his executors administrators or assigns so long as such other land is the subject of a demise to any other person or persons to clear out keep open or fence off under any preceding covenant of this indenture more than that portion of such boundary drain on which the land hereby demised abuts or of which it forms the boundary to the centre thereof.

8. That these presents are on this condition that the lessee his executors administrators or assigns shall make substantial and permanent improvements on the land to the extent of Ten shillings per acre in each of the first three years from the commencement of this lease.

9. That he or they shall and 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 and improvements that now are or may be made erected or constructed thereon in good and sufficient order and repair and also shall and will permit any person appointed by The Board of Land and Works in that behalf to enter on the land hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee his executors administrators or assigns.

10. That these presents are on this further condition that if and whenever there shall be a breach of or non-compliance with any of the covenants herein contained and the Governor with the advice aforesaid shall determine that this lease shall be avoided (and the production of the minute of proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore is mentioned then these presents and the term hereby created shall be void and of no effect and immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by His Majesty or by the Governor with the advice aforesaid 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 whatever 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 or in an action for the recovery of land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceeding.

11. That notwithstanding anything hereinbefore contained it shall be lawful for the Governor with the consent aforesaid to resume for any purpose not hereinbefore stated possession of the whole or any part of the land hereby demised on payment of or tender to the lessee his executors administrators or permitted assigns or other the person lawfully in occupation of the land hereby demised full compensation for all improvements made by the lessee his executors administrators or permitted assigns upon the land hereby demised and thereupon these presents shall in the case of the resumption of the whole of the land hereby demised absolutely cease and determine and in the case of a resumption of part of such land shall as to such part and the obligation to pay rent as to such part absolutely cease and determine and the value of such compensation and the amount of the reduced rent as the case may be shall be absolutely fixed and determined by the Board of Land and Works whose award shall be final and conclusive.

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

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

practicable of a boundary line of the land hereby demised. Neither the lessee his executors administrators or assigns shall be entitled to receive or be paid any compensation by reason of the cutting or using of such drain by the owner or occupier of such allotment.

In witness whereof His Majesty hath caused this Demise to be sealed at Melbourne with the seal of the said State and His Excellency

Governor in and over the said State of Victoria and its Dependencies has hereunto set his hand and the lessee hereunto set his hand and seal.

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

SCHEDULE Q.—(CHAP. VII., PART 2.)

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

CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of in the year of our Lord One thousand nine hundred and (being the day the person hereinafter named became entitled to this lease) and made 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

Victoria (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Division 6 of Part I. of the *Land Act 1901* has made application for the conditional purchase by Sixty-two half-yearly instalments of

each and one further instalment of of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of And whereas such

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

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

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

and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of

years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of re-
sumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or high-

ways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins loads and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and 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

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

qualified had at the date of these presents to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying therefor the sum of _____ by _____ equal half-yearly instalments of _____ each on the first day of _____

and the first day of _____ in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of _____ that will be in the year One thousand nine hundred _____ and the last of the said half-yearly instalments to be made on the first day of _____ next preceding the expiration of the term hereby created. And, the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

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

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

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

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

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

6. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

7. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act* 1890 enclose the land described herein with a fence of such kind as will come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1901 and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

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

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

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

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

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

13. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all

times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

15. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

17. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency

Governor 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

19 the Board hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

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

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

The Common Seal of the Board of Land and

Works was hereunto affixed the

day of _____ in the year of our Lord

One thousand nine hundred

in the presence of—

President.
Member.

Signed sealed and delivered by the above-

named _____
in the presence of—

(L.S.)

(L.S.)

SCHEDULE R⁴.—(CHAP. VII., PART 2.)

PERPETUAL LEASE OF SWAMP OR RECLAIMED LANDS.

Entered in the Register Book, Vol. Fol.

THIS INDENTURE dated in accordance with the *Land Act* 1901 the first day of in the year of our Lord One thousand nine hundred and made 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 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 nine hundred and 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 assigns 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 assigns or transferees 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 and 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 date of these presents 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 twenty-ninth day of

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

December One thousand nine hundred and nine and for the period of ten years from the twenty-ninth day of December One thousand nine hundred and nine 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 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 he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That these presents are upon this condition that 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

July 8, 1902.

2890

this lease. Provided that in the case at any time of the insolvency or death of the lessee it shall be lawful for the assignee or trustee in insolvency or for the executor or administrator of the lessee at any time within twelve months from the date of such insolvency or death to assign these presents to any person who is qualified for becoming a lessee under Part I. Division 3 Subdivision 4 of the *Land Act* 1901 and such person shall be with respect to this lease in the same position as though he had been the original lessee.

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

5. That he or they will forthwith after the issue of this lease commence and continue to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and Bathurst burr wild briar and gorse to the satisfaction of the Board.

6. That these presents are upon this condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of for every acre of the said land before the end of the third year from the commencement of this lease and to the value of a further for every acre before the end of the sixth year from such commencement.

7. That these presents are upon the further condition that the lessee for the time being shall keep open all canals ditches drains cuts channels water-courses sewers and works on the land (which several matters are hereinafter referred to as "drains") to the satisfaction of the Board.

8. That he or they will keep open and free from obstruction and to the satisfaction of the Board such portions of any drains adjacent to the land hereby demised and be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than 66 feet from such part.

9. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act* 1890 enclose the land described herein with a fence of such kind as shall come within the meaning assigned to the word "fence" by Part I. of the *Land Act* 1901 and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical nature of the land demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

10. That he or they will forthwith fence off to the satisfaction of the Board all drains on or on either side of the land with a substantial fence and prevent all live stock from having access to the banks thereof and at all times keep such fences in good and substantial repair to the like satisfaction.

11. That he and they will not water or permit to be watered any live stock at any time on the land hereby demised at any drains except by means of one or more side-cuttings leading therefrom to be made by or at the expense of the lessee.

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

13. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act* 1901 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. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or portion of the land hereby demised for the purpose of resuming the same if required for reserves for public purposes railways roads highways canals or other internal communication through such lands or for reservoirs or for mining purposes. And further that in the event of such entry the lessee his executors administrators and assigns or any mortgagee or licensee will remove any improvements from off the land so resumed and relinquished and give up possession of the same to His Majesty his heirs or successors. There shall be paid by His Majesty the actual cost of

July 8, 1902.

removing and re-erecting and any actual depreciation in value caused by such removal and re-erecting of such improvements and the amount of loss sustained in consequence of the relinquishment of any improvements not removable such cost or amount to be fixed by the Board and to be payable to such person or persons as it determines. Provided that no compensation for severance or for any person's interest in the unexpired term of the lease shall be given or allowed.

17. 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 His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

In witness whereof His Excellency

Governor in and over the said 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 the Board hath hereunto affixed its Common Seal and the Lessee hath hereunto set his hand and seal.

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

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

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

SCHEDULE S⁴—(CHAP. VIII., PART 2.)

LEASE UNDER SECTION 142 OR 143 OR 144, LAND ACT 1901.

THIS INDENTURE dated in accordance with the *Land Act* 1901 the day of _____ in the year of our Lord One thousand nine hundred and _____ and made 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 _____ (hereinafter called the "lessee") of the other part.

Witnesseth that in consideration of the rents reservations covenants provisos and agreements hereinafter contained on the part of the said lessee _____ executors administrators and assigns to be paid observed and performed His Majesty doth by these presents grant and demise unto the lessee _____ executors administrators and licensed assigns All and singular the surface and down to a depth of _____ feet below the surface of the lands and hereditaments mentioned and described in the schedule hereunder written and shown with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow together with the appurtenances thereto belonging Reserving and excepting nevertheless 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 servants 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 purposes 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 date of these presents the right 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 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 also all sand clay gravel and indigenous timber and all earth and stone and other materials the produce of the said land which may be required at any time or times hereafter for the construction or repair of any public ways bridges canals or railroads or any fences embankments dams sewers or drains necessary for the same. Together with the right of searching digging for working taking and removing all such materials and also with the right of full and free ingress egress and regress into out of and upon the said land at all reasonable times for such purposes. And also reserving and excepting the use of all such parts of the said land as shall be required for making railways canals water-courses reservoirs dams or sewers over in upon or through the same with full and free liberty of ingress egress and regress into out of and upon the said land at all reasonable times for such purposes but nevertheless so as not to do or occasion by the carrying out of any of such purposes any unnecessary damage to the land hereby demised or any buildings or works thereon and making compensation for such damage as may be done or occasioned by the carrying out of the same. And also reserving and excepting unto our subjects and people in the said State the public use of all such parts of the said land as shall from time to time be proclaimed as or otherwise become either a main or district road or other public highway or thoroughfare. To have and to hold the said land and premises unto the lessee his executors administrators and licensed assigns from the day of the date hereof for and during the full term of _____ years then next ensuing and fully to be completed and ended to the intent that the same land and premises shall be used as _____ and for no other purpose whatsoever. Yielding and paying therefor yearly and every year during the said term the yearly rent of _____ by equal quarterly payments of _____ in advance on the _____ day of _____ the _____ day of _____ the _____ day of _____ and the _____ day of _____ in each year the first payment to be made on the day of the date hereof and all such payments to be made without any deduction or abatement whatsoever. And the lessee for _____ heirs executors administrators and assigns do hereby covenant and agree with His Majesty his heirs and successors that he the lessee his executors administrators or assigns will during the said term observe perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say) —

1. That he or they will well and truly pay or cause to be paid the yearly rent hereby reserved upon the days and times hereinbefore appointed for the payment of the same free and clear from all deductions and abatements whatsoever.

2. That he or they will during the same term bear pay and discharge all and all manner of taxes rates duties charges assessments and impositions whatsoever whether the same be payable by landlord or tenant or partly by each in respect of the land and premises hereby demised and shall and will use the said land and premises hereby demised for the purpose aforesaid and for no other purpose whatsoever.

3. That he or they will furnish when required during the said term to the Governor of the said State or the Registrar-General or Government Statist for the time being such returns particulars and statistics of the operations theretofore carried on or to be carried on upon the said land and the results thereof as such Governor Registrar-General or Statist may from time to time in that behalf require accompanied by a statutory declaration of the truth and correctness thereof.

4. That he or they will permit His Majesty his heirs and successors or his or their servants and agents or the servants and officers of the Board of Land and Works of the State of Victoria at all proper and reasonable times during the said term without any interruption or disturbance from him or them or from his or their tenants agents workmen or servants to enter into and upon the said land works and premises hereby demised or any part thereof to view and examine the state and condition thereof.

5. That he or they will make such arrangements for the prevention of nuisance and for the observance of decency and adopt such sanitary measures generally as the Governor in Council may from time to time approve of or require.

6. That if the lessee his executors administrators or assigns shall fail at any time during the said term to use the said land and premises for the purpose aforesaid these presents shall be voidable and the said term may be determined as hereinafter provided.

7. That he or they will not assign set over sublet mortgage charge or otherwise part with or encumber the premises hereby demised or any part or parts thereof without the consent in writing of the Governor of the said State or other person or persons authorized for the time being to grant leases of Crown lands for the purpose for which the said land is hereby demised under his or their hand and seal or hands and seals first obtained.

8. That he or they shall not on the expiration or other sooner determination of this demise be entitled to any valuation or compensation for any improvements effected on the said land and premises or to any renewal of this lease.

9. That these presents are upon this express condition that if the lessee executors administrators or assigns shall at any time during the continuance of this demise fail to use the demised land and premises *bond fide* for the purpose aforesaid or shall use the same for any other purpose or if and whenever any part of the rent hereinbefore reserved shall be in arrear for one week whether the same shall have been demanded or not or if and whenever there shall be a breach of any of the covenants conditions and provisos hereinbefore contained then and in such case it shall thereupon be lawful for the Governor in Council to declare this lease to be forfeited and then His Majesty his heirs and successors by His or their agents or officers authorized by the Governor in Council for that purpose or any bailiff of Crown lands may enter forthwith into and upon the said demised premises and repossess and enjoy the same as fully and effectually as if these presents had not been made and executed. And it is hereby agreed and declared that in any such case it shall be lawful for His Majesty his heirs and successors and His or their agents or officers authorized as aforesaid and any bailiff of Crown lands without any demand whatsoever to enter upon the said 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 his heirs or successors had obtained judgment for recovery of possession thereof and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law and then in case of such entry and any action being brought or other proceedings taken for the same by any person whomsoever the defendants to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence that all events had happened and all conditions were fulfilled and all times elapsed necessary to entitle the Governor in Council to declare this lease forfeited and that this lease had been declared forfeited as hereinbefore provided and of the leave and licence of the lessee executors administrators or assigns and all persons claiming from under or through him or them to His Majesty his heirs and successors and to such agent or officer so authorized as aforesaid and to any bailiff of Crown lands and all persons acting therein by His or their or any of their order for the entry or trespass or other matters to be complained of in such action or other proceeding.

In testimony whereof His Majesty hath caused this demise to be sealed with the seal of the said State and His Excellency Governor in and over the said State of Victoria and its Dependencies at Melbourne has hereunto set his hand and the lessee hereunto set hand and seal.

SCHEDULE ABOVE REFERRED TO.

All that piece or parcel
Signed sealed and delivered by the above-named
in the presence of—

SCHEDULE T⁴.—(CHAP. IX., PART 2.)

Corr. No.

Number of licence—

Fee per annum,
payable as follows:—

E.



R.

This number should be quoted in
any correspondence relating
to this licence.

VICTORIA.

Schedule of Payments.

	£	s.	d.	Initials of Receiver.	Date of Receipt.
On delivery of this licence
On 1st April,
On 1st July,
On 1st October,

Department of
Lands and Survey,
Melbourne,

SECTION 145, THE LAND ACT 1901.

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the Land Act 1901, give and grant to of in consideration of the payment of the annual sum of pounds shillings pence, in instalments as specified in the schedule prefixed hereto in advance, to the Receiver of Revenue at subject to the fulfilment of the conditions printed or written on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until and no longer, the Crown lands more particularly described or delineated in the schedule hereto, for the following purpose, that is to say:—

Schedule.

Description.	Diagram where necessary.
All the Crown land situate at in the parish of containing acres roods perches, or thereabouts, as per diagram annexed, subject to any modification of boundaries of the site that may be deemed necessary at any time during the currency of this licence.	

Signature

N.B.—Be careful to observe that this licence expires on the day of

This licence, together with the receipt for the current quarter's fee, must be produced at all times when demanded, and must be produced to the Receiver whenever money is being tendered on account thereof.

CONDITIONS UNDER WHICH THIS LICENCE IS ISSUED.

1. The land described in this licence shall not be sublet.
2. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable or officer.
3. When the holder of the licence does any act which, if it were done without licence, would be punishable as trespass, or if he fail to produce his licence when asked to do so by any bailiff of Crown lands or any police constable or officer, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 161st section of the *Land Act 1901*.
4. The non-observance or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence null and void, and the Minister administering the *Land Act 1901* may thereupon cause the land in respect to which this licence has been granted to be re-entered upon and dealt with as unoccupied Crown land.
5. If, during the period for which this licence is issued, the Governor deem the resumption of the whole or any part of the land described in this licence necessary for public purposes, the Governor may resume possession of the land, or of part thereof, without giving compensation to the licensee for so doing, at the expiration of three months after the licensee has been served with a notice under the seal of the Board of Land and Works of the intention to resume possession of the land, or of part thereof.
6. Any holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals, and mineral ores, and to mine thereon, and to erect and occupy mining plant or machinery, within the area without making compensation to the licensee for surface or other damage, provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.

CONDITIONS IN CERTAIN CASES.

- | | |
|---|---|
| If the licence be for obtaining and removing stone of any description or brick or other earth | The site herein licensed must be enclosed by a substantial 3-rail fence, not removable by the licensee at the termination of his tenure hereof, but to belong to the Crown. |
| If the licence be for fisherman's residence | If the site abut on a public road, the slope of excavation from edge of the road to the bottom of the quarry shall not be steeper than 1 to 1. Ground shall not be broken within 6 feet of road. |
| If the licence be for brick-kilns | The licensee herein mentioned is permitted the use of adjacent unappropriated Crown lands for drying nets and to take dead wood for fuel for domestic use. |
| If the licence be for lime-kilns | The site to be enclosed by a substantial 3-rail fence, not removable by the licensee at the termination of his tenure of the site. Trees on such site may be cut down and made use of for the kilns by the licensee, but no wood beyond the boundaries of the site shall be removed from Crown lands for use at the brick kilns unless a "wood licence" be taken out by each person employed by the licensee in procuring wood. |
| If the licence be for a tannery, factory, creamery, or paper mill | Wood for fuel for the kilns shall not be obtained on Crown lands unless a "wood licence" be taken out by each person employed by the licensee to procure the wood. |
| If the licence be for a site for a rural inn | Wood shall not be cut from Crown lands beyond the boundaries of the site specified in this licence, unless a "wood licence" be taken out by each person employed by the licensee in cutting and taking away wood for the use of the mill herein licensed. |
| | This licence only confers the right to occupy the land as a site for a rural inn. Fermented or spirituous liquors can only be sold thereat under the usual publican's licence authorized by the licensing bench of magistrates. |

SPECIAL CONDITION.

SCHEDULE U⁴.—(CHAP. IX., PART 2.)

Fee per	—£	E.		R.	No
VICTORIA.					

Section 145 of the *Land Act 1901*.

KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the *Land Act 1901*, give and grant to _____ of _____, in consideration of the payment of the sum of _____, and subject to the fulfilment of the conditions printed or written on the back hereof, full licence and authority to enter upon, on and after date hereof, and to occupy for _____ and no longer, the Crown lands described in the schedule hereto for the following purpose, that is to say:—
To obtain and remove _____ therefrom.

Schedule.

All those Crown lands

Licensing Agent.

Countersigned—

Issuer authorized by the Treasury.

This licence shall have no effect until countersigned by the Issuer authorized by the Treasury.

N.B.—Be careful to observe that this licence expires on the _____ day of _____

CONDITIONS OF LICENCE.

The conditions of such licence shall be as follow, so far as circumstances will permit:—

- a. The payment of the fee shall be made by the licensee in advance.
- b. The licence shall be available for one person and one dray only, and shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable.

- c. The licence shall be liable to revocation at any time by the Minister administering the *Land Act* 1901, without any liability to satisfy any claim by the said licensee for compensation.
- d. If the licence be for the purpose of obtaining shell or seaweed, then it shall be issued to the licensee subject to the provision that the licence shall be null and void if the licensee traffic in any way with the shell or seaweed dug or taken away under the provisions of the licence, or dispose of such shell or seaweed in any way other than as manure upon the licensee's own land only.
- e. If the licence be for the purpose of obtaining and removing surface stones, the land specified in the licence shall not be excavated to a greater depth than twenty inches below the natural surface of the ground, and no blasting operations will be permitted.
- f. If the licence be for the purpose of obtaining sand or loam, it shall be issued subject to the condition that such sand or loam shall not be dug or taken away from the beds or banks of rivers, creeks, lakes, or lagoons.

The condition specified hereunder shall be inserted in all licences issued under section 145 of the *Land Act* 1901, for the purpose of obtaining limestone within the Warrnambool district.

Condition.

That all excavations made by the licensee within the boundaries of his licensed area shall be filled up by him to the satisfaction of the Crown lands bailiff.

SCHEDULE V¹.—(CHAP. IX., PART 2.)

CONDITIONS OF LICENCE FOR LIME SITES NORTH OF AND ADJOINING THE BOTANICAL GARDENS AT GEELONG.

1. The portion of surface soil required to be removed shall be carefully preserved; and shall be placed apart by itself within the boundaries of the site, and all waste soil and debris shall be deposited in such places as may be directed by the Town Surveyor of Geelong.
2. The road may be diverted for the purpose of quarrying for limestone and relaid, with the concurrence and under the direction of the Town Surveyor aforesaid.
3. Kiln sites can only be obtained east of those now under licence.
4. Quarrying operations shall not be carried on within the boundaries of the land under licence in such a manner as will, in the opinion of the Town Surveyor, endanger the public safety.
5. Quarrying or other operations by the licensee must not in any way interfere with or obstruct the public safety.
6. The licensee shall, within one month, commence to quarry the limestone on the site for which he shall hold a licence, and convert the limestone so raised into good marketable lime, and shall, at the expiration of three months from the date of his licence, and during each and every week thereafter, while his licence or any renewal thereof is in force, make and produce from the stone so quarried 900 bags (if required) of good marketable roche lime per week from each site; provided that there shall always be on hand at the kiln ready for sale to the public, in the order in which applications may be made or lodged, not less than 500 bags of such lime to supply the demands of the public.
7. That each bag of lime shall contain not less than three bushels of well-burned, screened, marketable lime; and not more than Two shillings and threepence per bag shall be charged if delivery be required at the kiln, or into boats, as is now the practice in connexion with the Limeburners' Company at Geelong; and three shillings per bag if delivery be required at the wharf in Melbourne. The bags shall be the property of the licensee, who will be entitled to charge One shilling per bag, which amount will be refunded, provided the bags be returned in good order within ten days.
8. That if at any time during the currency of a licence, or of any renewal thereof, the licensee has not worked and is not working the lime site fully and fairly according to his licence, or has wilfully failed and neglected to have on hand at the kilns not less than 500 bags of lime to supply the requirements of the public as aforesaid, or that the lime prepared by the licensee is not good marketable roche lime, pure in quality, and that the bags do not contain three bushels of lime as aforesaid, due allowance being made for waste by transit to Melbourne, or that more has been demanded for each bag of lime than Two shillings and threepence or Three shillings at the respective places of delivery as aforesaid; then and in such case, after the licensee shall have had an opportunity of showing cause against such forfeiture, in the manner provided by section 193 of the *Land Act* 1901, the licence may be forfeited, and thereupon all moneys previously paid by the licensee, together with all erections, improvements, plant, and materials then on the lands mentioned in such licence, shall become and be the property of the Board of Land and Works; and the production of a copy of the *Government Gazette* containing a notice, purporting to be signed by the Minister of Lands, of the forfeiture of the licence shall be conclusive evidence that such licence has been lawfully determined and annulled.

SCHEDULE W¹.—(CHAP. IX., PART 2.)

RESIDENCE LICENCE.—STATE FOREST.

KNOW ALL MEN that I, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the provisions of the *Land Act* 1901, give to _____ of _____, in consideration of the payment of Two shillings and sixpence to the Receiver and Paymaster at _____ or other officer authorized to receive the same, full licence and authority to reside on or to cultivate subject to the terms and conditions hereunder specified, all that piece or parcel of Crown land situated in _____ State forest, more particularly described in the schedule hereto, for one year from the date hereof, unless the same be annulled or revoked, in accordance with the said conditions.

Dated this _____ day of _____

Schedule.

allotment	acre	roods	parish
county	section		

CONDITIONS OF RESIDENCE LICENCES.—STATE FORESTS.

1. This licence only gives to the licensee the right to use the land for the purpose for which the licence has been granted, and for no other purpose whatsoever.

2. The licensee shall not, without the consent of the Minister administering the *Land Act* 1901 first had and obtained, assign such land or any part thereof, or part with the possession thereof or his interest therein.

3. If in the opinion of the said Minister the land in respect of which this licence is issued, or any part thereof, be required for railways, roads, telegraph lines, dams, reservoirs, races, catch-water drains, pipe tracks, stone quarries, or any other public purpose, the Governor in Council upon payment to the licensee of such compensation (if any) as the said Minister may think fit, may, at any time during the currency of the licence, resume the whole or any part of such land, and thereupon the licence shall cease as to such land or the part resumed.

4. Any person may at any time, with the written permission of the said Minister, enter for the purpose of mining and mine for gold, silver, tin, copper, iron, or the ores thereof, or for auriferous earth, or for coal or lignite, upon the land in respect of which this licence is issued or such part thereof as the said Minister may by such writing allow, making such compensation to the licensee for the improvements (if any) effected thereon, and for the licence and other fees paid in respect thereof, as may be agreed upon between him and such licensee, or, in the event of a disagreement, as may be determined by the arbitration of three different persons, or any two of them, one arbitrator to be appointed by the licensee, one by the said Minister, and one by the person to whom the permission to mine has been granted, the form of submission to arbitration to be determined by the Governor in Council in case of any differences; and if the licensee obstruct any such person so entering or mining as aforesaid the Governor in Council may revoke his licence.

5. In case the licensee obstruct any holder of a miner's right so entering or mining as aforesaid this licence may be revoked.

6. The publication of a notice in the *Government Gazette*, purporting to declare that the Governor in Council has annulled or revoked this licence, shall be conclusive evidence that the licence has been annulled or revoked.

SCHEDULE X⁴.—(CHAP. IX., PART 2.)

Fee per annum, £	s.	d.	No.
GRAZING LICENCE UNDER SECTION 138, OR 140, OR 187, LAND ACT 1901.			
Department of Lands and Survey, Melbourne,			

KNOW ALL MEN that I (being in that behalf duly authorized by the Governor of Victoria) in pursuance of the *Land Act* 1901 and in consideration of the sum of _____ duly paid by the person hereinafter mentioned, do hereby give to _____ of _____ licence and liberty to enter with cattle sheep or other animals upon the park lands, reserves, or other Crown lands specified in the schedule hereto not being lands forming part of any common, or held under lease or licence or taken up or required for the purposes of the said Act, and therewith to depasture the same. This licence will continue in force until the _____ day of _____ 190 _____; and is issued subject to the conditions on the back hereof.

Schedule.

All these Crown lands containing _____ acre or thereabouts.

CONDITIONS.

1. The issue of this licence shall not prevent the land comprised therein or any part or parts thereof being sold, leased, licensed, alienated, or dealt with under any of the provisions of the *Land Act* 1901, except under the 187th section of the *Land Act* 1901, or being resumed by order of the Governor or Administrator of the Government of Victoria, with the advice of the Executive Council, for any of the purposes for which land may be reserved under section 10 of the *Land Act* 1901 or for mining purposes.

2. In case the said land or any part thereof should be sold, leased, licensed, alienated, dealt with, or resumed as aforesaid, the licensee shall not be entitled to any compensation other than that which the responsible Minister of the Crown for the time being administering the *Land Act* 1901 may think fit.

3. This licence is subject to the rights of the holders of miners' rights or of mining leases now issued or hereafter to be issued to enter upon the allotment hereby licensed, and to search for gold and to mine thereon, and to erect and occupy mining plant and machinery, without making any compensation to the licensee, his executors, administrators, or assigns, for surface or other damage.

4. Subject to these conditions the licensee shall be entitled to use the land for the purpose for which this licence has been granted until such land or any part thereof has been sold, leased, licensed, alienated, dealt with, or resumed as aforesaid, and thereupon all the interest of the licensee therein shall cease and be determined.

5. No land comprised in roads from time to time surveyed and marked out within the boundaries of the land comprised in this licence shall be deemed within its operation.

6. This licence shall entitle the holder thereof, during the period for which it is granted, to use the land therein comprised for depasturing purposes only, but shall not confer any right to build thereon, or to cultivate, or, without the permission of the Minister administering the *Land Act* 1901, fence any portion thereof, or construct a dam or tank.

6a. That in the event of the said Minister granting permission to fence the whole or any part of this area, the licensee shall provide gates or slip panels in suitable places for the convenience of the public. No compensation will be allowed for fencing erected on boundaries of allotments alienated or in course of alienation.

That where improvements are authorized under section 116 of the *Land Act* 1898, or are or shall be authorized under section 189 of the *Land Act* 1901, the licensee shall notify, on completion, that such improvements have been made, otherwise the work will not be recognised.

7. The interest in this licence shall not be transferred without the consent of the said Minister, and the payment of a fee of £1.

8. The licensee shall be liable to forfeiture if the licensee commit a breach of or neglect to comply with these conditions.

9. The publication of a notice in the *Government Gazette* purporting to declare that the Governor or Administrator, with the advice aforesaid, has forfeited this licence shall be conclusive evidence that the licence is forfeited.

10. The ring-barking of the timber upon the land by the licensee is expressly forbidden, and he shall not be entitled to destroy or cut and take away any such timber.
11. Free access to water shall be kept open at all times for travelling and other stock, and for persons desiring to take water for domestic purposes.
12. The licensee shall destroy all thistles on the land and on the half-width of the adjoining roads, and shall be responsible for the destruction of thistles under the *Thistle Act* 1890 in like manner as holders of freehold lands.
13. The licensee shall keep the land free from vermin, and should he fail to do so the licence shall be liable for forfeiture.
14. This licence is issued subject to the right of sawmillers to graze on this area, such horses and bullocks as are actually used in connexion with their licensed operations on this land.

SCHEDULE Y¹.—(CHAP. IX., PART 2.)

CONDITIONS OF LICENCE TO DEPASTURE.

1. The depasturing of the forest shall be subject to the supervision and control of the Crown lands bailiff for the district within which such forest is situated, and the bailiff shall be responsible for the registration of the cattle thereon and for the prevention of trespass.
2. The fee for depasturing cattle in such forest shall be paid half-yearly in advance, on the first day of January and the first day of July in each year, and shall be for unfenced reserves at the rate of Two shillings per annum for every head of cattle.
3. Every person desirous of depasturing cattle in such forest shall pay into the receipt and pay office at the full amount of the fees prescribed by these Regulations, and shall obtain a receipt for such payment in the form prescribed in Schedule W¹ hereto.
4. A place shall be set apart in such forest, as the necessities of the case may require, for branding all cattle prior to the same being depastured in such forest, and all persons shall bring their cattle to such place to be branded by the Crown lands bailiff or his assistant, on a day appointed by the Crown lands bailiff for the purpose of branding cattle. The days appointed for branding shall be notified by advertisement authorized by the Crown lands bailiff in a newspaper circulating in the district.
5. All cattle depasturing in such forest shall be deemed to be trespassers unless the same have been duly branded by the Crown lands bailiff or his assistant.
6. The brand of such forest shall be kept in the office of the district Crown lands bailiff, and, except when the same is in use, may be inspected by the public at all reasonable hours, or a description thereof may be obtained on application, in writing, to the Crown lands bailiff.
7. The brand of such forest shall be liable to alteration at any time on approval by the Minister administering the *Land Act* 1901. Notice of every such alteration shall be published in a newspaper circulating in the district, and every such notice shall specify a time when the owners of all cattle depasturing under licence in such forest shall bring the same for the purpose of being branded with such altered brand. Every person disobeying such notice shall be deemed to be a person not licensed or otherwise authorized to depasture cattle within the meaning of section 160 of the *Land Act* 1901, and may be dealt with accordingly.
8. For the purpose of these Conditions the term "cattle" shall mean and include any horse, mare, gelding, colt, filly, or foal, any bull, ox, steer, cow, heifer, or calf, and any ass or mule.
9. When the Crown lands bailiff for the district shall consider that the said forest is stocked to its full carrying capabilities he shall notify the receiver and paymaster accordingly, who thereupon shall discontinue to issue licences for the said forest until otherwise advised by the district Crown lands bailiff.
10. For the purpose of these Conditions the receivers and paymasters for the time being shall be persons authorized by the Governor in Council to issue licences.

SCHEDULE AB.—(CHAP. I., PART 3.)

LEASE OF MALLEE BLOCK, LAND ACT 1901.

Entered in the Register Book Vol. Fol.
Assistant Registrar of Titles.

THIS INDENTURE dated in accordance with the *Land Act* 1901 the first day of _____ in the year of our Lord One thousand nine hundred _____ and made 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 The Mallee Agricultural and Pastoral Company Limited a company incorporated under the Companies Acts and whose registered office is at Lake Corrong Hopetoun in the State of Victoria (hereinafter called the "lessee") of the third part.

Whereas the lessee has under the provisions of Section 311 of the *Land Act* 1901 made application for a lease of the mallee block intended to be hereby demised and delineated with the boundary lines thereof on the plan kept of the mallee country in accordance with the provisions of the 146th section of the *Land Act* 1890 and therein numbered _____ And whereas the Governor in Council has agreed to grant this lease for the term of _____ Now this Indenture witnesseth that in consideration of the rent hereby reserved and of the covenants by the lessee hereinafter contained His Majesty doth by these presents grant and demise unto the lessee and its assigns All the surface of all that piece or parcel of land situate in the mallee country being mallee block numbered _____ on the said plan kept as aforesaid and delineated on the plan copied from such first-mentioned plan and the boundaries of which said mallee block

hereby demised are set out and marked out and coloured yellow on the plan drawn in the margin of these presents and which mallee block as hereby demised is distinguished as the mallee block demised under section one hundred and seventy of the *Land Act* 1890 by the number

(excepting thereout any lands within the said area that are held by any person or persons in fee simple or other lesser estate or interest) together with the appurtenances. Excepting and reserving unto 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 her or their agents servants lessees licensees and assigns at any time or times during the said term to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining. And also excepting and reserving unto 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 I. of the *Land Act* 1901 licences to any person to enter upon any of the land comprised in the lease hereby granted and search for cut dig and take away any live or dead timber coal and other mineral gravel salt guano sand resin stone or limestone loam brick or other earth or to occupy the site of fishermen's residences drying grounds fellmongering establishments slaughter-houses brick or lime kilns or to erect pumps or collect ballast. And also excepting and reserving to His Majesty his heirs and successors and each and every person being under the provisions of the said Act 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 and the holder of a miner's right or of a gold-mining or mineral lease or a licence to search for metals and minerals and 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 allotment or agricultural allotment or part thereof respectively or to or from any claim or mine from and to any public road or track subject to such regulations to be made by the Governor in Council as may for the time being be in force. To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee and its assigns for the term of

of years from the first day of One thousand hundred subject to an earlier determination as herein provided. 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 itself and its assigns covenant and agree with His Majesty his heirs and successors and with the Board that the lessee and its assigns will observe and perform and be bound by the several covenants conditions provisions agreements acts matters and things hereinafter contained (that is to say):—

1. That it or they will during the said term pay the said rent hereinbefore reserved at the times and in the manner hereinbefore appointed for payment thereof clear of all deductions.
2. That it or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That it or they will not assign sublet or part with the possession of the land hereby demised or any portion thereof without in each case the previous consent of the Board signified in writing.
4. That it or they will not clear or cultivate any part of the land hereby demised without the previous consent in writing of the Board and then only to the extent authorized by any such consent. Provided that from and after the date when any consent to clear or cultivate as hereinbefore provided is given by the Board that it or they covenant and agree to pay for the residue of the term hereinbefore created an increased rent at the rate of One penny per acre per annum in respect of each acre comprised in the area or areas for which any such consent to clear or cultivate may have been given. And that these presents shall be read and construed as if such increased rent were expressed as the rent reserved under this demise and these presents and the rent so from time to time increased may be enforced and recovered accordingly. Provided further that no compensation for improvements of any kind whatsoever on the land included in any such consent shall be claimed by or paid to the lessee or its assigns anything in the *Land Act* 1901 or any Act thereby repealed to the contrary notwithstanding.
5. That these presents are upon this condition where any consent to cultivate has been given if the average yield of wheat crops on the land comprised in this demise exceeds eight bushels per acre for the first four years of the term hereby created the lessee or its assigns its or their tenants shall not during the fifth year of this demise cultivate more than half the area cultivated during the immediately preceding year without first obtaining the consent in writing of the Minister for the time being administering the *Land Act* 1901.
6. That these presents are upon this further condition that it shall be lawful for the lessee or its assigns in the event of any cereal crop being upon the land comprised in this demise at the expiration thereof to enter

upon such land and to harvest therein and remove therefrom such crop before the first day of February immediately following the expiration of this lease. Provided that in the meantime a proportionate rental shall be paid.

7. That it 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 the animals and birds by the *Land Act* 1901 included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the lands demised by this lease and will keep the same free of such animals and birds to the satisfaction of the Board during the term hereby granted.

8. That it 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 lessee or its assigns or not reasonable wear and tear and damage by fire storm and tempest alone excepted and that the lessee or its assigns will not remove fill up or render useless or cause to be removed filled up or refilled unless any of the same without first obtaining the permission of the Board signified in writing.

9. That neither it nor they will without the special permit in writing of the Minister of the Crown for the time being administering the *Land Act* 1901 first had and obtained cut damage or remove or cause or permit to be cut damaged or removed any live pine box or red gum 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 red gum tree removed without such permit if it be proved that the same was required and actually used for the purpose of fencing such land or constructing thereon any building or improvement.

10. That it 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.

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

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

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

14. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee or its 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 or its assigns for surface or other damage except for surface damage done to any improvements thereon.

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

16. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be voided (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 300th section of the *Land Act* 1901.

17. That these presents are upon this further condition that notwithstanding anything contained in section 232 of the *Land Act* 1901 the lessee or its assigns shall not at any time be paid the value of any wells reservoirs tanks or dams of a permanent character situated on such land and constructed thereon during the currency of this lease unless the same were so constructed with the previous consent of the Board signified in writing.

18. That these presents are upon this further condition that no compensation shall be paid to the lessee or its assigns on the expiration or sooner determination of this lease so far as relates to any portion of the land herein demised which may be cleared of scrub and useless timber pursuant to any consent of the Board signified in writing.

19. That these presents are upon this further condition that His Majesty his heirs and successors shall have the right from time to time and at all times during the term hereby granted to resume possession of any part or parts of the land hereby demised other than the site of the homestead and improvements connected therewith erected by the lessee or its assigns which shall in no case exceed an area of six hundred and forty acres which may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or for

July 8, 1902.

2900

any of the purposes set forth in sections 142 and 145 of the *Land Act 1901* and upon such resumption as aforesaid such lands shall be deemed to be Crown lands not under lease or licence within the meaning of the said section.

20. 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 1901* resume for mining purposes and re-enter upon any part or parts of the land hereby demised upon payment out of the Consolidated Revenue within six months after every exercise of the rights of resumption hereinbefore reserved for his improvements on the land so resumed to the lessee the value of all substantial buildings fences and all wells reservoirs tanks and dams constructed with the previous consent in writing of the Board and all other improvements of a permanent character made erected or constructed by the lessee or its assigns during the currency of this lease if available for the use of sheep or cattle so as to increase the carrying capacity of the land hereby demised as follows that is to say if such resumption shall be made during the first half of the term hereby granted then the lessee or its assigns shall be paid the full value of such buildings and fences and if such resumption shall be made during the third quarter of the said term then the lessee or its assigns shall be paid one-half of the value of such buildings and fences and if such resumption shall be made during the last quarter of the said term then the lessee or its assigns shall be paid one-fourth the value of such buildings and fences the character and class of the improvements and the aforesaid values in all cases to be determined in accordance with regulations in that behalf made by the Governor in Council under the authority of the *Land Act 1901* and every such determination shall be binding and conclusive provided that nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the premises hereby demised in search of gold than was at the time of the passing of the same Act possessed by the then pastoral tenants under Act No. 360.

21. That these presents are upon this further condition that if and whenever any part of the said several rents payments instalment or interest shall be in arrear for thirty days whether the same shall have been demanded or not or if and whenever there shall be a breach of any of the covenants and agreements whether positive or negative by the lessee hereinbefore contained and this lease be voided 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 and its assigns and all persons claiming under it 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 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 and all persons claiming from under or through it or them to His Majesty his heirs or successors and any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency

Governor in and over the said 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 and the Board and the lessee respectively have hereunto affixed their Common Seals.

Schedule above referred to.

The Common Seal of the Board of Land and Works was hereunto affixed the	} One	(L.S.)
day of		
thousand nine hundred and		
in the presence of—	Member.	
	President.	
The Common Seal of The Mallee Agricultural and Pastoral Company Limited was hereunto affixed in the presence of—	} (L.S.)	

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

SCHEDULE AC.—(CHAP. II., PART 3.)

LEASE OF MALLEE ALLOTMENT.

THIS INDENTURE dated in accordance with the *Land Act 1901* 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 and made 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

of Victoria (hereinafter called the "lessee") of the third part Whereas the lessee has under the provisions of the *Land Act 1901* or some Act or Acts thereby repealed made application for a lease of the mallee allotment-intended to be hereby demised and delineated with the boundary lines thereof on the plan kept of the mallee border of the mallee country in accordance with the provisions of the 156th section of the *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 Act 1901* 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 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 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 Act 1901* or any Act or Acts thereby repealed 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 I. of the *Land Act 1901* 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 hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of years and months from the first day of One thousand hundred

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

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 hereinafore reserved at the times and in manner hereinafore 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 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 49 of the *Land Act 1901*.

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

4. That he or they will not cultivate except with the consent of the Board obtained pursuant to and subject to the provisions of section 302 of the *Land Act 1901* 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 signified in writing.

5. 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 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.

6. 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.

7. 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 hereinafore 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.

8. 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 the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act 1901* or any Act thereby repealed upon such mallee allotment and will keep the same free of such animals and birds to the satisfaction of the Board during the term hereby granted.

9. 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 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 signified in writing.

10. That neither he nor they will without the special permit of the Minister of the Crown for the time being administering the *Land Act 1901* 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.

11. 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.

12. That notwithstanding anything contained in section 282 of the *Land Act 1901* 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.

13. 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.

14. 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.

15. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to His Majesty his heirs or 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 hereinafore contained.

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

17. 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.

18. 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.

19. 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 300th section of the *Land Act 1901*.

20. That in the event of any portion of the land hereby demised being at any time or times required by 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 The Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or The 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.

21. 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 1901* 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 1901* to be determined as by the said Act provided but nothing herein shall be construed to give a better tenure to the lessee in regard to the right of miners to enter upon the premises hereby demised in search of gold than was possessed by pastoral tenants under Act No. 360.

22. That these presents are upon this further condition and His Majesty reserves to His Majesty his 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 Act 1901* to be determined as by the said Act provided. Provided that the sum paid in respect of such improvements by the Board shall not exceed the sum expended thereon by the lessee and that such sum shall be determined in accordance with regulation in that behalf made by the Governor in Council and that the compensation to be paid to the lessee in respect of his interest in the lease shall be determined in manner provided by the *Lands Compensation Act 1890*.

23. 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from

July 8, 1902.

2904

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 190 the Board hath hereunto affixed its common seal and the Lessee hath hereunto set his hand and seal.

Schedule above referred to.

(L.S.)

The common seal of the Board of Land and Works was hereunto affixed the day of One thousand nine hundred and in the presence of—

President.

Member.

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

(L.S.)

SCHEDULE AD.—(CHAP. III., PART 3.)

RESIDENCE LICENCE UNDER THE LAND ACT 1901 OF AN AGRICULTURAL ALLOTMENT IN MALLEE.

THIS INDENTURE dated in accordance with the *Land Act* 1901 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 and made 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 49th section of the *Land Act* 1901 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 Act* 1901. 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 Act. And whereas the licensee has paid half a year's fee for occupation 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 Act* 1901 doth hereby grant unto the licensee licence and liberty to enter upon and personally to occupy in accordance with the provisions of the said Act 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 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 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 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 date of these presents 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 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 49 of the *Land Act* 1901 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

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

provisions of the said Act 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 :—

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 (hereinafter called the Board) 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 49 of the *Land Act* 1901.
3. To pay by equal half-yearly instalments of £ each the sum of £ being the amount determined by the Board 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 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 Act* 1901 included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed 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* 1901 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 49th section of the *Land Act* 1901) 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 Act* 1901 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 *bona fide* comply with all and will not violate any of the provisions of the *Land Act* 1901.
13. That in case possession of any part or parts of the land be resumed 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 are or 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 Act* 1901 is otherwise expressly provided or if the said allotment or any part thereof be 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 or under the hands of arbitrators as provided by the *Land Act* 1901 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 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 Act* 1901 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 Act* 1901 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 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 Act* 1901 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 81st and 166th sections of the *Land Act* 1901 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a 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 whomsoever the defendants or defendant to such action may plead leave and licence thereto and those 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 419 of the *Land Act* 1901 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 (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 419 of the *Land Act* 1901 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 Act* 1901 such licence to any person who is qualified for becoming a licensee under Part II., 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 *Land Act* 1901 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 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 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 The Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or The 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.

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 190 _____ 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 AE.—(CHAP. III., PART 3.)

NON-RESIDENCE LICENCE OF AN AGRICULTURAL ALLOTMENT IN MALLEE.

THIS INDENTURE dated in accordance with the provisions of the *Land Act* 1901 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 and made 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 State of Victoria (hereinafter called the "licensee") of the other part Whereas the licensee being a person entitled to become a licensee of an agricultural allotment under the provisions of the said Act 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 Act* 1901 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* 1901 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 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 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 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 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 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 those on which persons holding the like authority had at the date of these presents 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 Order in Council made in that behalf under and by virtue of the provisions of section 419 of the *Land Act* 1901 the said yearly fee to be paid in advance by

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 419 of the *Land Act* 1901 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 (hereinafter called the Board) 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 49 of the *Land Act 1901*.

3. To pay by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the amount determined by the Board 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 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 Act 1901* included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and to keep the same free from such animals and birds to the satisfaction of the 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 1901* 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 Act 1901* 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 *bona fide* comply with all and will not violate any of the provisions of the *Land Act 1901*.

12. That the Governor with the advice of the Executive Council or the Board 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 and shall be payable to such person or persons as the 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 180th section of the *Land Act 1901* 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 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 Act 1901* is otherwise expressly provided or if the said allotment or any part thereof be sublet or in case substantial and permanent improvements certified in writing under the seal of the Board or under the hands of arbitrators as provided by the *Land Act 1901* 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 Act 1901* 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 Act 1901* 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 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 Act 1901* 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 51st and 166th sections of the *Land Act 1901* 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 for recovery of possession of the said land or in an action for the recovery of land and a 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 whomsoever 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 419 of the *Land Act 1901* 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 (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 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 419 of the *Land Act 1901* 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 *Land Act 1901* such licence to any person who is qualified for becoming a licensee under Part II. of the *Land Act 1901* 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 *Land Act 1901* 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 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 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 The Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or The 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 _____ 190 _____ and the Licensee hath hereunto set his hand and seal

SCHEDULE AG.—(CHAP. III., PART 3.)

CROWN GRANT IN FEE.

(Mallee.)

E.  R.

Entered in the Register Book vol. _____ fol. _____
VICTORIA.

Assistant Registrar of Titles.

EDWARD VII., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the seas, King, Defender of the Faith, Emperor of India, to all to whom these presents shall come, greeting—

WHEREAS in conformity with the laws relating to the sale and occupation of Crown lands in that portion of our State of Victoria known as the mallee the person hereinafter named has in consideration of the sum of _____ which sum has been duly paid to us become entitled to a grant in fee simple of the surface and down to the depth of _____ feet below the surface of the land hereinafter described in the mallee. Now know ye that in consideration of the sum so paid and in pursuance of the *Land Act* 1901, we do hereby grant unto _____ his heirs and assigns so much and such parts as lie above the depth of _____ feet below the surface of All that piece of land in the mallee _____ in the said State containing _____ delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured _____ Provided nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth. Excepting nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted. And also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter 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 other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted. To hold unto the said _____ his heirs and assigns for ever

Provided always that the said land is and shall be subject to be resumed for mining purposes under section 180 of the *Land Act* 1901. And provided also 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 therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands Provided that compensation shall be paid to the said

h heirs executors administrators assigns and transferees by such person for surface damage to be done to and measurements such lands by reason of mining thereon such compensation to be determined as provided for the time being are approximately given on this plan. The measurements by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

Dated the day of in the year of our Lord
One thousand being the day the person herein
named became entitled to this grant.

In testimony whereof we have caused this our grant to be sealed at Melbourne with the seal of the said State. Witness our trusty and well-beloved Governor in and over the said State of Victoria and its Dependencies in the Commonwealth of Australia.

(L.S.)

Memorials of Instruments.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties to it.	Number or Symbol thereon.
	The day of at o'clock in the noon.		

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

SCHEDULE AH.—(CHAP. III., PART 3.)

PERPETUAL LEASE OF AGRICULTURAL ALLOTMENT.

MALLEE.

THIS INDENTURE dated in accordance with the provisions of the *Land Act* 1901 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 and made 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 assigns 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 assigns or transferees

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 and 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

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

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 date of these presents 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

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. 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 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 49 of the *Land Act 1901*.

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 Act 1901* 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 the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or

have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds to the satisfaction of the Board.

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 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 Act 1901* 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 subsection "h" of section 223 of the *Land Act 1901*.

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

13. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* 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 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 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 lessee his executors administrators or assigns will upon being allowed by the Board or The Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or The 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 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 for three months after 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 His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whosoever 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 day of 19
the Board hath hereunto affixed its Common Seal and the Lessee
hath hereunto set his hand and seal.

Schedule above referred to.

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

SCHEDULE A1.—(CHAP. IV., PART 3.)

Land Act 1901, Section 309.

LEASE OF LITTLE DESERT LAND.

Entered in the Register Book Vol. Fol.

Assistant Registrar of Titles.

THIS INDENTURE dated in accordance with the *Land Act* 1901
the day of 19 and made 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 (herein-
after referred to as the "Board") of the second part and
of Victoria (hereinafter
referred to as the "lessee") of the third part Whereas the lessee has
under the provisions of the *Land Act* 1901 made application for a lease of
the land within the mallee border being part of the land set apart by the
Board out of the land described in the Sixteenth Schedule to the *Land Act*
1901 in pursuance of the provisions of section 309 of the said Act And
whereas the Governor in Council has agreed to grant this lease for the
term of five years at the annual rent of one peppercorn if demanded Now
this Indenture witnesseth that in consideration of the rent reserved and
of the covenants hereinafter contained by the lessee to be performed and
observed His Majesty doth by these presents grant and demise unto the
lessee his executors administrators and assigns The surface and down to a
depth of feet below the surface of All that piece or parcel of
land containing acres roods perches
more or less situate in the mallee border being allotment numbered
section parish of county of and
and delineated on the plan drawn in the margin of these presents and
thereon coloured yellow together with the appurtenances Excepting and
reserving nevertheless unto His Majesty his heirs and successors all gold
and silver and all 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 land together with liberty for His Majesty his heirs and successors and his and their agents servants workmen 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 all such Royal or base metals minerals mineral ores and to remove the same therefrom. And for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or usual in mining with full and free liberty and right of ingress egress and regress at all times over the said land with or without horses or other animals carts or other vehicles to and from any claim or mine thereon from and to any public road or track To have and to hold the land hereby demised unto the lessee his executors administrators and assigns for the term of five years from the day of 19 Yielding and paying therefor during the said term the yearly rent of one peppercorn if demanded 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 and they respectively 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 hereinbefore reserved if demanded.
2. That he or they will during the said term pay all existing and all future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the demised land.
3. That neither he or they will assign sublet transfer subdivide or part with the possession of the demised land or any portion thereof without the consent of the Board signified in writing first had and obtained.
4. That these presents are upon this condition that these presents shall become absolutely void on a transfer assignment or sublease thereof or of the land or of any part thereof whether by operation of law or otherwise save as in Part II. of the *Land Act* 1901 otherwise expressly provided.
5. That he or they will at once to the satisfaction of the Board commence and continue to destroy and will within three years after the granting of these presents have destroyed to the satisfaction of the Board the vermin upon such land and that he or they will thereafter keep the same free of vermin Bathurst burr wild briar and gorse to the satisfaction of the Board during the currency of these presents.
6. That he or they will during each of the first five years from the date of these presents make substantial and permanent improvements on the demised land certified in writing under the seal of the Board or under the hand of some valuer appointed by the Board in that behalf to be of the value of Four shillings for every acre of such land.
7. That he or they will if not sooner called upon under the provisions of the *Fences Act* 1890 within one year from the date of these presents enclose the land demised with a fence and keep the same in repair.
8. That these presents are upon this condition that the Board or any person appointed in that behalf by the Board may at any time enter upon the demised land to ascertain if the conditions and covenants of these presents have been or are being complied with by the lessee his executors administrators or assigns.
9. That he or they will permit and allow any holder of a miner's right or a gold mining lease or a mineral lease to enter upon the demised land and to search therein and thereon for gold silver and other minerals as the case may be and to mine therein and thereon and to erect use and occupy mining plant or machinery thereon without making any claim for compensation for surface or other damage not being compensation for surface damage done to any improvements it being a condition of these presents that any person holding such right or lease shall have the right aforesaid.
10. That these presents are upon this condition that His Majesty his heirs and successors shall have the right to resume possession at any time of the whole or from time to time of any part of the land hereby demised which may in the opinion of the Governor in Council be required for any public purpose whatever or any of the purposes set out in section 10 of the *Land Act* 1901 upon payment to the lessee his executors administrators or assigns of the value of houses fences wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by him or them during the currency of these presents on the lands so resumed Provided always that the sum to be paid by the Board whether under this or the next following condition in respect of improvements shall not exceed the sum expended thereon by such lessee his executors administrators and assigns and that such sum to be so paid as aforesaid shall be determined by the Governor in Council.
11. That these presents are upon this further condition that His Majesty his heirs and successors shall have the right to resume possession at any time of the whole or from time to time of any part of the demised land as sites for townships or villages or for mining purposes and to re-enter upon the same upon payment to the lessee his executors administrators or assigns of the full value of all houses fences wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by such lessee his executors administrators or assigns on the land so resumed and that such value shall be determined in accordance with regulations in that behalf made by the Governor in Council.
12. That these presents are upon this further condition that if at the end of five years the lessee prove to the satisfaction of the Board that he has complied with all the covenants and conditions of these presents and that the demised land has been occupied or used during the whole of the term and that the improvements thereon have been well maintained and that there is no money owing by such lessee to the Crown or the Board in respect of any such land he shall be entitled to demand and obtain without payment of any rent or purchase money a Crown grant of the said land.
13. That these presents are upon this further condition that the same shall be voidable at the will of the Governor in Council in the event of any breach of or non-compliance with the covenants or conditions herein contained and in the event of these presents being so avoided thereupon the same and the term hereby created shall be void and of no effect and it shall be lawful for any bailiff of Crown lands or for any other agents or officers

July 8, 1902.

2916

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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendant or defendants to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

In witness whereof His Excellency

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

The Common Seal of The Board of Land and Works was hereunto affixed the day of , One thousand nine hundred and in the presence of— President. Member. Signed sealed and delivered by the above-named in the presence of— (L.S.) (L.S.) (L.S.)

SCHEDULE 120.—(CHAP. II., PART 4.)

Corr. No. Number of licence— E. R. This number should be quoted in any correspondence relating to this licence. Fee per annum, payable as follows:—



VICTORIA.

Schedule of Payments.

	£	s.	d.	Initials of Receiver.	Date of Receipt.	Department of
On delivery of this licence						Lands and Survey,
On 1st April,						Melbourne,
On 1st July,						
On 1st October,						

SECTION 145, THE LAND ACT 1901.

KNOW ALL MEN that I, the undersigned, being in that behalf duly authorized by the Governor of the State of Victoria, do hereby, in pursuance of the Land Act 1901, give and grant to in consideration of the payment of the annual sum of pounds shillings pence, in instalments as specified in the schedule prefixed hereto in advance, to the Receiver of Revenue at subject to the fulfilment of the conditions printed or written on the back hereof full licence and authority, so far as regards the surface, to enter upon on and after date hereof, and to occupy until and no longer, the Crown lands more particularly described or delineated in the schedule hereto, for the following purpose, that is to say:—

Schedule.

Description.	Diagram where necessary.
All the Crown land situate at in the parish of containing acres roods perches, or thereabouts, as per diagram annexed, subject to any modification of boundaries of the site that may be deemed necessary at any time during the currency of this licence.	

Signature—

N.B.—Be careful to observe that this licence expires on the day of

This licence, together with the receipt for the current quarter's fee, must be produced at all times when demanded, and must be produced to the Receiver whenever money is being tendered on account thereof.

CONDITIONS UNDER WHICH THIS LICENCE IS ISSUED.

1. The land described in this licence shall not be sublet.
2. This licence shall be produced by the licensee upon the request of any bailiff of Crown lands or police constable or officer.
3. When the holder of the licence does any act which, if it were done without licence, would be punishable as trespass, or if he fail to produce his licence when asked to do so by any bailiff of Crown lands or any police constable or officer, he shall be conclusively deemed to be a person not licensed or otherwise authorized to do such act within the meaning of the 161st section of the *Land Act 1901*.
4. The non-observance or non-compliance with, or the non-performance of, any of the obligations or conditions specified in this licence shall render this licence null and void, and the Minister administering the *Land Act 1901* may thereupon cause the land in respect to which this licence has been granted to be re-entered upon and dealt with as unoccupied Crown land.
5. If, during the period for which this licence is issued, the Governor deem the resumption of the whole or any part of the land described in this licence necessary for public purposes, the Governor may resume possession of the land, or of part thereof, without giving compensation to the licensee for so doing, at the expiration of three months after the licensee has been served with a notice under the seal of the Board of Land and Works of the intention to resume possession of the land, or of part thereof.
6. *Any holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and shall be allowed to enter upon the land and search for gold, silver, copper, tin, antimony, coal, and other metals and minerals, and mineral ores, and to mine thereon, and to erect and occupy mining plant or machinery, within the area without making compensation to the licensee for surface or other damage, provided always that such portions of the land as shall be occupied by buildings shall be secure from such intrusion, unless with the consent of the licensee.*

SCHEDULE 121.—(CHAP. II., PART 4.)

SPECIAL CONDITIONS OF LICENCE FOR A SITE FOR A SAW-MILL.

1. No building shall be erected outside of the boundaries of the licensed site.
2. No goats shall be kept by licensee or by person or persons in his employment within the State forest, or Timber reserve (if any), wherein the mill is situated.
3. Licensee shall forward half-yearly to the Minister administering the *Land Act 1901* a statutory declaration of the number of men employed by him under licences in felling and transporting timber for feeding his mill, and that no unlicensed men have been so employed by him.

SCHEDULE 123.—(CHAP. II., PART 4.)

CONDITIONS OF LICENCE TO FELL EUCALYPTUS TIMBER OTHER THAN REDGUM FOR SUPPLY OF SAW-MILL ONLY.

1. The fee shall be £1 5s. per quarter, payable in advance, where the timber is obtained within a State forest or Timber reserve.
2. The fee shall be 12s. 6d. per quarter, payable in advance, where the timber is obtained from Crown lands other than State forests or Timber reserves.
3. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be cut down or removed.
4. No tree shall be felled so as to obstruct any track in use for transport of timber or stores.
5. Within a period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
6. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable or any legal occupier of any Crown land on which the holder of this licence is operating.
7. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area except by the express permission of the Minister administering the *Land Act 1901*.
8. Where a licence is issued over land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.
9. The stripping of bark from any standing live tree is prohibited.

SCHEDULE 125.—(CHAP. III., PART 4.)

HEATHCOTE AND RUSHWORTH FOREST DISTRICTS.

CONDITIONS OF PERMIT FOR TIMBER OTHER THAN REDGUM.

1. Applications shall be made to the Secretary for Lands 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 depot or railway station.

4. A sum of not less than £2 must be deposited by permit holders who obtain prop and other timber, as a guarantee of strict obedience to the conditions of the permit.

5. Permit holders must stack and burn all debris when directed so to do by the officer in charge, and to his satisfaction or that of the supervising officer. In the event of any wilful breach of these conditions the Hon. the Minister administering the *Land Act* 1901 may cancel the permit, forfeit the deposit, and seize the timber already cut as the property of the Crown.

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* 1901 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* 1901 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 following areas, including State forests, Timber reserves, and Crown lands in the Heathcote and Rushworth forest districts.

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.

[SCHEDULE 126.—(CHAPS. IV. AND V., PART 4.)

CONDITIONS OF LICENCE TO CUT, SPLIT, AND TAKE AWAY IRONBARK AND OTHER KINDS OF EUCALYPTUS TIMBER EXCEPT REDGUM.

1. No live tree which at a height of two feet from the ground is less than twenty-four inches in diameter shall be cut down, and no timber shall be removed which is of less size than specified, except as set forth in condition 10.

2. Not more than three trees shall be felled prior to the cutting and splitting up of such trees.

3. No logs shall be cut for supply of saw-mills.

4. No live tree shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any live tree is prohibited.

5. No tree shall be felled so as to obstruct any path in use for transport of timber or stores.

6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.

7. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable of the legal occupier of any Crown land on which the holder of this licence is operating.

8. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except by the express permission of the Minister administering the *Land Act* 1901.

9. Where licence is issued over Crown land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.

10. When this licence is used for the purpose of cutting and taking away oak only, the licensee shall be permitted to cut down oak trees which, at a height of two feet from the ground, are not less than twelve inches in diameter.

11. This licence shall not empower the licensee to fell or remove timber for the purpose of hewing railway sleepers, or for piles, poppet legs, large beams, or logs of any kind.

SCHEDULE 127.—(CHAP. IV., PART 4.)

CONDITIONS OF LICENCE TO CUT, SPLIT, AND TAKE AWAY EUCALYPTUS TIMBER OTHER THAN REDGUM OR IRONBARK.

1. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be cut down or removed unless the live tree be in a State forest or Timber reserve within a radius of fifteen (15) miles from the Chiltern Post Office, in which case the minimum diameter shall be eighteen inches.

2. Not more than three trees shall be felled prior to the cutting and splitting up of such trees.

3. No logs shall be cut for supply of saw-mills.

4. No live tree shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing live tree is prohibited.

5. No tree shall be felled so as to obstruct any path in use for transport of timber or stores.

6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.

7. This licence is personal, and shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable or the legal occupier of any Crown land on which the holder of this licence is operating.

8. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except with the express permission of the Minister administering the *Land Act* 1901.

9. This licence shall not empower the licensee to fell timber for the purpose of hewing railway sleepers, or for obtaining piles, poppet legs, beams, or large timber of any description.

10. Where a licence is for Crown land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.

SCHEDULE 128.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE TO CUT EUCALYPTUS TIMBER FOR PURPOSES OTHER THAN SAW-MILL OR SPLITTING.

1. Payment of fee shall be made by licensee in advance.
2. No tree of less than twenty-four inches diameter at a height of two feet from the ground shall be felled or removed.
3. No tree shall be felled so as to obstruct any track in use for transport of timber.
4. Trees shall only be felled in the area described in licence.
5. Every tree felled shall have the name or initials of the licensee legibly marked thereon.
6. No greater number of trees shall be felled than are necessary for supply of the quantity of timber specified in the licence.
7. The receipt for payment of fees shall be produced by the holder thereof when required by any bailiff of Crown lands.
8. No timber shall be removed until it has been examined and branded by the forester in charge or Crown lands bailiff mentioned in licence.
9. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.
10. The stripping of bark from any standing live tree is prohibited.
11. This licence shall not be available for any area over which an exclusive right to cut timber shall have been granted, nor for any land leased as a grazing area, except with the express permission of the Minister administering the *Land Act* 1901.
12. Where a licence is issued over Crown land leased as a grazing area, when twenty trees have been felled all debris therefrom shall be gathered up and burned to the satisfaction of the officer in charge.

SCHEDULE 129.—(CHAP. I., PART 4.)

CONDITIONS OF PERMIT FOR CHARCOAL BURNING.

1. This permit is available for a period of three months from date of issue.
2. Charcoal burning shall be under the direct supervision of the officer in charge, who will locate the permit-holder in any particular portion of Crown lands, timber reserves, or State forest, which is, in his opinion, most suitable, and kilns shall be erected only on sites approved by such officer. In proceeding with the work, the permit-holder must carry out the instructions of the officer in charge.
3. During the summer months, or at any time when, in the forest officer's opinion, there is danger from fire spreading, the permit-holder shall clean up, to the satisfaction of the forest officer, a space of not less than 3 chains in width around his kiln, and during progress of burning there shall be at least one person constantly in charge at the kiln. The permit-holder shall also notify the forest officer previous to firing kiln.
4. No charcoal shall be removed from the kiln site until the number of bags is determined by the forest officer, and paid for by the permit-holder, or until satisfactory arrangements, approved by the forest officer, are made for such payment.
5. The royalty charge shall be ½d. per bag of approved size, but if made exclusively from debris lying on the ground, shall be ¼d. per bag of approved size.
6. The forest officer may instantly suspend any permit for any breach of these conditions pending the decision of the Hon. the Minister administering the *Land Act* 1901, who may absolutely cancel the permit without compensation of any kind, and during such suspension the permit shall have no force or effect.

SCHEDULE 131.—(CHAP. V., PART 4.)

CONDITIONS OF LICENCE FOR CUTTING AND TAKING AWAY BLACKWOOD, PINE, SASSAFRAS, BEECH, OR OTHER VALUABLE TIMBER, OTHER THAN REDGUM, FROM CROWN LANDS NOT BEING STATE FORESTS OR TIMBER RESERVES.

1. Payment of fee shall be made by the licensee in advance.
2. No timber shall be cut or taken away, with the exception of blackwood, pine, sassafras, beech, or other valuable timber.
3. Not more than three trees shall be felled before they are cut up.
4. One person only shall cut or take away timber under one licence, and the interest of the State in such timber shall not cease until it has been transported from the place wherein it has been cut to the nearest main road.
5. Licences shall be liable to revocation at any time without any liability to satisfy any claim by the said licensees for compensation.
6. This licence is personal, and must be produced by the licensee upon the request of any bailiff of Crown lands or of any police constable, or of any legal occupier of any Crown land on which the holder of this licence is operating.

SCHEDULE 138.—(CHAP. X., PART 4.)

CONDITIONS OF LICENCE FOR EXCLUSIVE RIGHT TO CUT TIMBER.

1. No live tree which at a height of two feet from the surface of the ground is of less diameter than twenty-four inches shall be felled or removed.
2. No greater number of trees shall be felled than is required for the current supply of the mill.
3. All trees felled and not delivered at the mill at the expiry of the licence shall revert to the Crown.
4. No tree on the block under licence shall be used merely for the purpose of obtaining bark therefrom, and the stripping of bark from any standing tree is prohibited.

5. The licensee shall protect saplings and young seedling indigenous trees, and neither he nor any other person shall depasture goats on the block under licence to him, or cultivate any part of such block.

6. Within the period of one month from the felling of any tree, the portion thereof not required for slabs, palings, shingles, posts, rails, props, or manufacturing purposes shall be so disposed of by the licensee as not to encumber the ground.

7. The licence-fee, amounting to pounds shillings and pence, shall be paid in advance on to the Receiver and Paymaster at or to any other officer who may be authorized by The Board of Land and Works to collect the same.

8. The licence shall be produced by the holder thereof when asked so to do by any bailiff of Crown lands or police constable, or the legal occupier of any Crown land on which the holder of this licence is operating.

9. Non-compliance with or non-performance of any of the foregoing conditions shall render this licence null and void.

10. This licence shall be in force for one month from the date hereof, and from month to month at the same rental until either the licensee shall have given notice in writing of his intention to abandon the licence, or until such licence shall have been revoked by *Gazette* notice.

11. The saw-mill shall be erected only on such site within the area as shall be approved of by the forester or Crown lands bailiff in charge.

12. Not more than two (2) jinkers and four (4) fallers shall be employed on this area if between 500 acres and 1,000 acres, and when the area is less than 500 acres not more than one jinker and two fallers shall be employed, except by the express permission of the Minister of Lands.

VICTORIA.	
Fee £1 10s.	No.
Section 145, <i>Land Act</i> 1901.	
WATTLE-BARK LICENCE.	
Department of Lands and Survey,	
I,, Issuer of Licences	
do hereby certify that a	
licence to strip Wattle-Bark on Crown lands	
within the parish of, in the	
county of, is hereby granted	
to, in accordance with the	
provisions of the <i>Land Act</i> 1901, and	
subject to the fulfilment of the conditions	
printed or written on the back hereof, and	
will expire on the 1st day of March next.	
<i>Schedule of Crown lands for which this licence is not</i>	
<i>available.</i>	
Not available for State Forests or Timber Reserves,	
or within one mile of Port Phillip Bay or its arms, "nor	
for any reserved land situate on the bank of any river	
or stream, or for any land reserved for a special	
purpose, except by the special permission, in writing,	
of the Minister of Lands."	
Signature	
Issued	
N.B.—This notification must be forwarded to the senior	
surveyor in charge of the district upon the date of	
the issue of the licence.	

SCHEDULE 142.—(CHAP. XV, PART 4.)	
VICTORIA.	
Fee £1 10s.	No.
E. R.	
Sec. No. 145, <i>Land Act</i> 1901.	
WATTLE-BARK LICENCE.	
Department of Lands and Survey,	
KNOW ALL MEN that I, being in that behalf duly authorized	
by the Governor of the State of Victoria, do hereby, in	
pursuance of the provisions of the <i>Land Act</i> 1901, give to	
of the payment of the sum of One pound ten shillings,	
and subject to the fulfilment of the conditions printed or	
written on the back hereof, full licence and authority,	
for a term of six months, commencing on the 1st day of	
September, to fell Wattle trees for the purpose of	
obtaining bark therefrom, on the Crown lands within the	
parish of, except the Crown lands mentioned	
in the schedule hereto.	
<i>Schedule of Crown lands for which this licence is not available.</i>	
Not available for State Forests or Timber Reserves, or within one	
mile of Port Phillip Bay or its arms, "nor for any reserved land	
situate on the bank of any river or stream, or for any land	
reserved for a special purpose, except by the special permission, in writing, of the Minister of	
Lands."	
This schedule will vary with the district.	
Countersigned	
Issued	
This licence shall have no effect until countersigned by the senior	
surveyor in charge of the district upon the date of the issue of the licence.	
N.B.—Be careful to observe that this licence expires on the 1st day	
of March.	

VICTORIA.	
Fee £1 10s.	No.
Sec. No. 145, <i>Land Act</i> 1901.	
WATTLE-BARK LICENCE.	
Department of Lands and Survey,	
Name of Licensee	
Address	
<i>Schedule of Crown lands for which this licence is not available.</i>	
Not available for State Forests or Timber Reserves, or within one	
mile of Port Phillip Bay or its arms, "nor for any reserved land	
situate on the bank of any river or stream, or for any land	
reserved for a special purpose, except by the special permission, in writing, of the	
Minister of Lands."	
This licence expires on the 1st	
day of March.	

CONDITIONS.

1. The licence-fee shall be payable in advance.
2. This licence is available only for the parish specified therein.
3. No tree of less than five inches in diameter, when of the black or feather-leaf species, nor less than three and a half inches, when of the golden or broad-leaf species, shall be stripped of its bark, except the golden species be more than fifty miles from the sea-coast, in which case trees having a diameter of two and a half inches may be stripped. The measurements in each of the foregoing cases shall be taken at two feet from the ground.

4. No bark shall be stripped from a tree until after the same has been felled.
5. No tree shall be felled at a greater height than two feet from the ground.
6. The licensee will be required to thoroughly strip the bark from the trunk and branches of every tree felled, and to complete the stripping of one tree before commencing to fell another.
7. No tree shall be felled so as to obstruct any track.
8. The licensee only shall strip bark under the authority of this licence, and if any bark stripped by him be transported from Crown lands by any other person, such other person also shall hold a similar licence.
9. All bark stripped under the provisions of this licence shall remain the property of the Crown until the same shall have been removed from Crown lands.
10. This licence is personal, and must be produced by the holder thereof when asked so to do by any Crown lands bailiff or other officer appointed to enforce the regulations under which the same is issued, or the legal occupier of any Crown land on which the holder of this licence is operating.
11. If the licensee shall strip or remove bark from any tree on any Crown lands except in accordance with the conditions of this licence, he shall be deemed to have stripped or removed bark without a licence, and, on conviction thereof, under the provisions of the *Land Act* 1901, this licence for the season during which such conviction may have been made shall, from and after the date of such conviction, become void and of no effect, nor shall any fresh licence be granted to him during such season.
12. This licence shall have no force or effect except within the parish of and during the season for which the same has been granted, nor shall it be of any force or effect within any reserve specially made and proclaimed under the provisions of *The Land Act* 1884, the *Land Act* 1890 or the *Land Act* 1901, for the preservation and growth of wattle trees.
13. This licence is not available for land leased as a grazing area, except by express permission of the Minister of Lands.

SCHEDULE 158.—(CHAP. III., PART 5.)

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 his 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 _____ in the presence of _____

SCHEDULE A.—(CHAP. II., PART 5.)

The *Land Act* 1901.—Sections 318 and 322.

Office of the Board of Land and Works,
Melbourne,

THE Board of Land and Works (hereinafter called the Board) doth hereby grant unto _____ of _____ permission to occupy allotment or section _____ being portion of _____ Village Community Settlement or Homestead Association Block, and containing _____ for a period not exceeding three (3) years from the date hereof, subject to the following conditions:—

Conditions.

1. That payment be made within six months to the Receiver of Revenue at _____ of the sum of _____ being the half-yearly fee for occupation of the land, such fee to be paid thereafter every six months.
2. That the land be resided on and cultivated by the said _____
3. That all fences and buildings erected on the land be maintained in a state of thorough repair.
4. That this permit shall not be transferred.
5. That should the holder of this permit fail to comply with the above conditions or be deemed by the Board not to be a fit and proper person to hold a lease of the above allotment or section, or being a member of a Homestead Association or Society at any time during the currency of this permit cease to be a member of such Association or Society, the Board may cancel this permit and resume possession of the land.
6. The Board reserves to itself the right to resume possession at any time of any of the land comprised in this permit, which the Governor, by Order in Council, may declare required for the purposes of water supply, irrigation works, races, dams, or ditches, or for public railways, roads, canals, or other internal communication through such lands, or for mining purposes or any public purpose.
7. If, in the opinion of the Board, it is necessary for the effective draining of any other allotment that a drain should be cut through this allotment, the Board reserves the right to grant authority to the occupier of of such other allotment to cut the same, the said drain to run parallel with and within ten links of a boundary line.

July 8, 1902:

2922

8. The holder of this permit to keep open and free from obstruction to the satisfaction of the Board all canals and drains now existing or that may exist on, abut upon, or bound the land held under this permit, and shall not nor will do or cause or permit to be done upon the said land any act, deed, or thing, whereby such canals or drains may be injured or endangered.

The common seal of The Board of Land and Works was hereunto affixed this _____ day of _____ in the presence of the undersigned, two members of the said Board—

President.

Member.

SCHEDULE B.—(CHAP. II., PART 5.)

Entered in the Register Book Vol. Fol.

Assistant Registrar of Titles.

Lease of a Village Community Allotment under Sections 318 and 322 of the Land Act 1901.

THIS INDENTURE dated in accordance with the Land Act 1901 the _____ day of _____ and made between The Board of Land and Works (hereinafter referred to as the "Board") of the one part and _____ (hereinafter called the "lessee") of the other part Witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by the Land Act 1901 Part III. 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 Crown land being the Village Community Allotment Number _____ section _____ parish of _____ containing _____ or thereabouts 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 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 _____

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

_____ hundred and _____ for the term of Twenty years Yielding and paying for the same unto the Board during the said term the rent 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 419 of the Land Act 1901 such rent to be always paid by equal half-yearly payments in advance on the first day of _____ and the first day of _____ in each

year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the _____ day of _____

Reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under Part III. of the Land Act 1901 for the time being in force) of all improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession at any time and from time to time of any of the land comprised in this lease as may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or any public purposes. And 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or 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 any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid. And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants conditions provisions agreements acts matters and things hereinafter contained and on his or their part to be observed and performed (that is to say):—

1. That he or they will during the term hereby created pay unto the Board 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 repay unto the Board the sum of _____ heretofore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under Part III. of the Land Act 1901 by twenty equal yearly payments of _____ each to be paid on the _____ day of _____ in each year until the whole sum advanced be repaid.

3. That he or they will pay unto the Board the sum of _____ being the cost of the survey of the land hereby demised within five years from the date hereof by ten equal half-yearly instalments of _____ each in advance the first of such instalments having been paid on or before the execution of these presents that he or they will pay the next of such instalments on the _____ day of _____ and thereafter a further instalment on each of the days appointed for the payment of rent hereunder until the whole sum of _____ be paid.

4. 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.

5. That during the term of this lease the lessee (if he so long live) personally or his wife or some child of such lessee or all or some or one of them will reside on the land hereby demised or within the limits of the Village Community lands and these presents are upon this express condition that if the lessee his wife or children be all absent for more than four months during any one financial year the Board after having given one calendar month's notice in writing to such lessee of its intention so to do either personally or by posting such notice on the said land may resume possession of and relet the same to any other person pursuant to Part III. Division 1 of the *Land Act* 1901 or otherwise deal with such land as it may think fit.

6. That he or they will use the land hereby demised for the purpose of agriculture gardening grazing dairying farming or other like purpose.

7. That he or they will not assign transfer or sublet or borrow money on the security of the land hereby demised or any portion thereof without the consent of the Board signified in writing first had and obtained and then only in conformity with such consent and these presents are upon this express condition that save as in Part III. Division 1 of the *Land Act* 1901 and as hereinafter provided this lease shall become absolutely void on assignment or transfer of the whole or any portion of the land hereby demised whether by operation of law or otherwise or upon such land or any portion thereof being sublet or made a security whether in law or in equity for the payment or repayment of any money or other advance.

8. That he or they will to the satisfaction of the Board within two years from the date hereof bring into cultivation not less than one-tenth of the land hereby demised and to the like satisfaction within four years from the date hereof will bring into cultivation not less than one-fifth of such land and to the like satisfaction within six years from the date hereof in addition to the cultivation of one-fifth of the said land have put substantial improvements of a permanent character on such land to the value of One pound for every acre or fractional part of an acre demised. Provided that if any of the land hereby demised has been brought into cultivation by the lessee when a permissive occupant of the same the land so brought into cultivation shall be deemed and taken to have been brought into cultivation pursuant to this notice.

9. That neither he nor they will at any time during the continuance of the term hereby created without a licence from the Crown in that behalf search for or permit to be searched for in or on the land hereby demised or take or permit to be taken therefrom any metal or mineral or mineral ore.

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

11. That he or they during the continuance of this demise will keep in good condition and repair all buildings fences and other permanent improvements erected or effected or to be erected or effected on the land hereby demised reasonable wear and tear and damage by fire alone excepted.

12. That these presents are upon this express condition that the Board or any person appointed in that behalf by it may at any time enter upon the land hereby demised to ascertain if the covenants and conditions of this lease are being performed and observed by the lessee.

13. That these presents are upon this further condition that the right is reserved to His Majesty to resume possession at any time and from time to time of any of the land comprised in this lease which in the opinion of the Governor in Council is required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or any public purposes upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations for the time being in force made under Part III. of the *Land Act* 1901) of all improvements of a permanent character made erected or constructed by the lessee upon the land so required to be resumed.

14. These presents are upon this further condition that the lessee his executors administrators or approved assigns having fulfilled and observed the clauses covenants conditions provisos agreements acts matters and things herein contained and on his or their part to be observed and performed upon payment of the last sum due on account of the rent herebefore reserved (all sums (if any) in respect of the survey of the land hereby demised or any loan made by or on behalf of the Board or His Majesty to the lessee his executors administrators or approved assigns having then been duly paid or repaid) the lessee his executors administrators or assigns shall be entitled to a grant in fee simple of the land hereby demised subject to such conditions exemptions and reservations as the Governor in Council may direct.

15. These presents are on this further condition that in case of the death of the lessee his executors or administrators or personal representatives may act in his place as lessee for a period of twelve calendar months. If before the expiration of which time they or he are unable to arrange for any person named in the lessee's will or in case no person is so named or in the case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under Part III. Division 1 of the *Land Act* 1901) to accept a transfer of this lease and continue to carry out and perform the covenants hereof subject to the conditions hereof the Board after having given two calendar months' notice in writing to such executors administrators or representatives either personally or by posting such notice on the land hereby demised may resume possession of the said land and transfer the same to any qualified person and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent loan or other money due to the Board (if any) in respect of the said land be paid by the Board to the said executors administrators or representatives as the case may be.

16. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part III. of the *Land Act* 1901 or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised and that the Board may cause such interest to be sold by public auction to any person who is qualified for becoming a lessee under Part III. Division 1 of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.

17. That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.

18. And lastly that these presents are on the condition that in case the rent hereby reserved and other moneys (if any) or any part of such rent or other moneys be not paid in accordance with the covenants for payment herebefore contained although no demand for payment has been made or in case the lessee his executors administrators or approved assigns shall not faithfully

observe and perform all and every the covenants and conditions herein contained on his or their part to be observed and performed it shall be lawful for the Board to enter forthwith at any time thereafter upon the land hereby demised and the same to repossess 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 the Board and for any agents or officers authorized by it 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 in case the Board had obtained judgment in ejectment for recovery of possession of the said land and a 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 whomsoever the defendant or defendants 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 to the Board and all persons acting in the matters complained of or of any such agent or officer for the entry or re-pass or other matters complained of in such action or other proceedings.

In witness whereof the Board hath hereunto set its common seal and the said lessee his hand and seal.

Schedule above referred to—Special conditions.

A. The lessee for himself his executors administrators and assigns covenants with the Board that he and they if and when so required by the Board or its successors will from time to time without let or hindrance and without making any claim for compensation or other payment permit the Board and its successors or the owner or occupier of any adjacent land its her or their tenants servants agents and workmen either with or without horses or other animals carts or other carriages to enter and go upon the land hereby demised from time to time for the purpose of surveying and taking levels of the same and ascertaining and staking or setting out such parts thereof as may be necessary and proper to be used for the making or constructing of any canal or canals or drain or drains through or upon the said land and from time to time in and upon such land to make and construct such canal or canals or drain or drains as the Board or its successors may at any time approve and for the purpose of or incidental to the making or constructing any such canal or canals or drain or drains to fill dig cut trench embank and remove or lay take carry and use any earth stone gravel sand or other material on upon or from the said land.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or bounding the land hereby demised whoever may have constructed or made or shall construct or make the same and that neither the lessee nor his executors administrators or assigns will do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

The common seal of The Board of Land and Works was hereunto affixed the	day of	One	}	(L.S.)
thousand nine hundred and		in the presence		
of—		President. Member.		
Signed sealed and delivered by the above-named			}	(L.S.)
in the presence of—				

SCHEDULE C.—(CHAP. II, PART 5.)

Entered in the Register-book Vol. Fol.

Assistant Registrar of Titles.

Lease of a Village Community Allotment (Mallee) under Sections 318 and 322 of the *Land Act 1901*.

THIS INDENTURE dated in accordance with the *Land Act 1901* the day of and made between The Board of Land and Works (hereinafter referred to as the "Board") of the one part and (hereinafter called the "lessee") of the other part Witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by Part III. of the *Land Act 1901* 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 Crown land being the Village Community Allotment Number parish of containing

or thereabouts being within the Mallee country border 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 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 hundred and

for the term of twenty years Yielding and paying for

the same unto the Board during the said term the rent of

per annum for every acre and fractional

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

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 419 of the *Land Act 1901* such rent to be always paid by equal half-yearly payments in advance on the first day of

and the first day of in each year the first of such

payments having been made on or before the execution of these presents the next of such payments to be made on the day of Reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the

full value (to be determined in accordance with the regulations made under Part III. of the *Land Act* 1901 for the time being in force) of all improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession at any time and from time to time of any of the land comprised in this lease as may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or any public purposes. And 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or 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 any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid. And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants conditions provisos agreements acts matters and things hereinafter contained and on his or their part to be observed and performed (that is to say) :-

1. That he or they will during the term hereby created pay unto the Board the rent hereby reserved by equal half-yearly payments in advance on the days hereinafter appointed for the payment thereof.

2. That he or they will repay unto the Board the sum of
heretofore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under Part III. of the *Land Act* 1901 by twenty equal yearly payments of
each to be paid on the day of in each year
until the whole sum advanced be repaid.

3. That he or they will pay unto the Board the sum of being the cost of the survey of the land hereby demised within five years from the date hereof by ten equal half-yearly instalments of each in advance the first of such instalments having been paid on or before the execution of these presents that he or they will pay the next of such instalments on the day of and thereafter a further instalment on each of the days appointed for the payment of rent hereunder until the whole sum of be paid.

4. 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.

5. That during the term of this lease the lessee (if he so long live) personally or his wife or some child of such lessee or all or some or one of them will reside on the land hereby demised or within the limits of the Village Community lands and these presents are upon this express condition that if the lessee his wife or children be all absent for more than four months during any one financial year the Board after having given one calendar month's notice in writing to such lessee of its intention so to do either personally or by posting such notice on the said land may resume possession of and relet the same to any other person pursuant to Part III. Division 1 of the *Land Act* 1901 or otherwise deal with such land as it may think fit.

6. That he or they will use the land hereby demised for the purpose of agriculture gardening grazing dairying farming or other like purpose.

7. That he or they will not assign transfer or sublet or borrow money on the security of the land hereby demised or any portion thereof without the consent of the Board signified in writing first had and obtained and then only in conformity with such consent and these presents are upon this express condition that save as in Part III. Division 1 of the *Land Act* 1901 and as hereinafter provided this lease shall become absolutely void on assignment or transfer of the whole or any portion of the land hereby demised whether by operation of law or otherwise or upon such land or any portion thereof being sublet or made a security whether in law or in equity for the payment or repayment of any money or other advance.

8. That he or they will to the satisfaction of the Board within two years from the date hereof bring into cultivation not less than one-tenth of the land hereby demised and to the like satisfaction within four years from the date hereof will bring into cultivation not less than one-fifth of such land and to the like satisfaction within six years from the date hereof in addition to the cultivation of one-fifth of the said land have put substantial improvements of permanent character on such land to the value of One pound for every acre or fractional part of an acre demised. Provided that if any of the land hereby demised has been brought into cultivation by the lessee when a permissive occupant of the same the land so brought into cultivation shall be deemed and taken to have been brought into cultivation pursuant to this notice.

9. That neither he nor they will at any time during the continuance of the term hereby created without a licence from the Crown in that behalf search for or permit to be searched for in or on the land hereby demised or take or permit to be taken therefrom any metal or mineral or mineral ore.

10. That he and they will observe fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereunder written.

11. That he or they during the continuance of this demise will keep in good condition and repair all buildings fences and other permanent improvements erected or effected or to be erected or effected on the land hereby demised reasonable wear and tear and damage by fire alone excepted.

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 these presents are upon this express condition that the Board or any person appointed in that behalf by it may at any time enter upon the land hereby demised to ascertain if the covenants and conditions of this lease are being performed and observed by the lessee.

14. That these presents are upon this further condition that the right is reserved to His Majesty to resume possession at any time and from time to time of any of the land comprised in this lease which in the opinion of the Governor in Council is required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes or any

public purposes upon repayment to the lessee of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations for the time being in force made under Part III. of the *Land Act* 1901) of all improvements of a permanent character made erected or constructed by the lessee upon the land so required to be resumed.

15. These presents are upon this further condition that the lessee his executors administrators or approved assigns having fulfilled and observed the clauses covenants conditions provisos agreements acts matters and things herein contained and on his or their part to be observed and performed upon payment of the last sum due on account of the rent hereinbefore reserved (all sums (if any) in respect of the survey of the land hereby demised or any loan made by or on behalf of the Board or His Majesty to the lessee his executors administrators or approved assigns having then been duly paid or repaid) the lessee his executors or assigns shall be entitled to a grant in fee simple of the land hereby demised subject to such conditions exemptions and reservations as the Governor in Council may direct.

16. These presents are on this further condition that in case of the death of the lessee his executors or administrators or personal representatives may act in his place as lessee for a period of twelve calendar months. If before the expiration of which time they or he are unable to arrange for any person named in the lessee's will or in case no person is so named or in case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under Part III. Division 1 of the *Land Act* 1901) to accept a transfer of this lease and continue to carry out and perform the covenants hereof subject to the conditions hereof the Board after having given two calendar months' notice in writing to such executors administrators or representatives either personally or by posting such notice on the land hereby demised may resume possession of the said land and transfer the same to any qualified person and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent loan or other money due to the Board (if any) in respect of the said land be paid by the Board to the said executors administrators or representatives as the case may be.

17. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part III. Division 1 of the *Land Act* 1901 or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised, and that the Board may cause such interest to be sold by public auction to any person who is qualified for becoming a lessee under Part III. of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.

18. That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.

19. 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 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 lessee his executors administrators or assigns will upon being allowed by the Board or The Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or The 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 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.

20. And lastly that these presents are on the condition that in case the rent hereby reserved and other moneys (if any) or any part of such rent or other moneys be not paid in accordance with the covenants for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or approved assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained on his or their part to be observed and performed it shall be lawful for the Board to enter forthwith at any time thereafter upon the land hereby demised and the same to repossess 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 the Board and for any agents or officers authorized by it 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 to remove therefrom without any legal process whatsoever and as effectually as any sheriff might in case the Board had obtained judgment in ejectment for recovery of possession of the said land and a 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 whomsoever the defendant or defendants 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 to the Board and all persons acting in the matters complained of or of any such agent or officer for the entry or trespass or other matters complained of in such action or other proceedings.

In witness whereof the Board hath hereunto set its common seal and the said lessee his hand and seal.

Schedule above referred to.—Special Conditions.

A. The lessee for himself his executors administrators and assigns covenants with the Board that he and they if and when so required by the Board or its successors will from time to time without let or hindrance and without making any claim for compensation or other payment permit the Board and its successors or the owner or occupier of any adjacent land its her or their tenants servants agents and workmen either with or without horses or other animals carts or other carriages to enter and go upon the land hereby demised from time to time for the purpose of surveying and taking levels of the same and ascertaining and staking or setting out such parts thereof as may be necessary and proper to be used for the making or constructing of any canal or canals or drain or drains through or upon the said land and from time to time in and upon such land to make and construct such canal or canals or drain or drains as the Board or its successors may at any time approve and for the purpose of or incidental to the making or constructing any such canal or canals or drain or drains to fill dig cut trench embank and remove or lay take carry and use any earth stone gravel sand or other material on upon or from the said land.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or bounding the land hereby demised whoever may have constructed or made or shall construct or make the same and that neither the lessee nor his executors administrators or assigns will do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

The Common Seal of The Board of Land and Works
was hereunto affixed the day of _____ in the _____
One thousand nine hundred and _____ (L.S.)
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 D.—(CHAP. II., PART 5.)

Lease of a Homestead Section under Sections 332 and 335 of the *Land Act* 1901

THIS INDENTURE dated in accordance with the *Land Act* 1901 the _____ day of _____ and made between
The Board of Land and Works (hereinafter referred to as the "Board")
of the one part and

(hereinafter called the "lessee") of the other part Witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by the *Land Act* 1901 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 Crown land being the Homestead Section Number _____ of the block set apart and appropriated under Part III. of the *Land Act* 1901 for occupation by the members of the _____ in the parish of _____ containing _____

or thereabouts 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 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 _____ hundred and _____ for the term of twenty years Yielding and paying for the same unto the Board during the said term the rent of _____ per annum (being at the rate 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 419 of the *Land Act* 1901 such rent to be always paid by equal half-yearly payments in advance on the first day of _____ and the first day of _____ in each year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the _____ day of _____

Reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee or to any person having a charge allowed by the Board to the extent of such charge of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under Part III. of the *Land Act* 1901 for the time being in force) of all substantial improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession from time to time and at any time of any of the land comprised in this lease as may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes And 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or assigns at any time or times hereafter during the said term to enter upon the said land and to search and mine therein and therefor for any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation

or payment for any subsidence of or consequential injury to such surface caused by or incidental to such mining operations as aforesaid. And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants conditions provisos agreements acts matters and things hereinafter contained and on his or their part to be observed and performed (that is to say) :-

1. That he or they will during the term hereby created pay unto the Board 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 repay unto the Board the sum of
heretofore advanced by the Board to the lessee out of
moneys made available by Parliament to assist permissive occupants under
Part III. of the *Land Act* 1901 by twenty equal yearly payments of
each to be paid on the _____ day of _____
in each year until the whole sum advanced be repaid.
3. That he or they will pay unto the Board the sum of _____
being the cost of the survey of the land hereby
demised within five years from the date hereof by ten equal half-yearly
instalments of _____ each in advance the first of such instalments
having been paid on or before the execution of these presents that he or they
will pay the next of such instalments on the _____ day of _____
and thereafter a further instalment on each of the days appointed
for the payment of rent hereunder until the whole sum of _____
be paid.
4. 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.
5. That within six months from the date of these presents the lessee will
commence and will thenceforward during the term of this lease (if he so long
live) continue personally or his wife or some child of such lessee or all or some
or one of them will reside on the land hereby demised or its appurtenant town-
ship allotment or within the limits of the Homestead Association lands and
these presents are upon this express condition that if the lessee his wife or
children be all absent for more than four months during any one financial year
from the land hereby demised and its appurtenant township allotment or from
within the limits of the Homestead Association Lands he shall be deemed to
have failed to comply with this covenant in regard to residence.
6. That he or they will use the land hereby demised for the purpose of
agriculture gardening grazing dairying farming or other like purpose.
7. That he or they will not assign transfer or sublet or borrow money on the
security of the land hereby demised or any portion thereof without the consent
of the Board signified in writing first had and obtained and then only in
conformity with such consent and these presents are upon this express con-
dition that save as in Part III. Division 2 of the *Land Act* 1901 and as herein-
after provided this lease shall become absolutely void on assignment or transfer
of the whole or any portion of the land hereby demised whether by operation
of law or otherwise or upon such land or any portion thereof being sublet or
made a security whether in law or in equity for the payment or repayment of
any money or other advance.
8. That he or they will to the satisfaction of the Board within two years from
the date hereof bring into cultivation not less than one-tenth of the land hereby
demised and to the like satisfaction within four years from the date hereof
will bring into cultivation not less than one-fifth of such land and to the like
satisfaction within six years from the date hereof in addition to the cultivation
of one-fifth of the said land have put substantial improvements of a permanent
character on such land to the value of one pound for every acre or fractional
part of an acre demised.
9. That neither he nor they will at any time during the continuance of the
term hereby created without a licence from the Crown in that behalf search
for or permit to be searched for in or on the land hereby demised or take or
permit to be taken therefrom any metal or mineral or mineral ore.
10. That he and they will observe fulfil and be bound by the stipulations
conditions covenants and provisos contained in the Schedule hereunder written.
11. That he or they during the continuance of this demise will keep in good
condition and repair all buildings fences and other permanent improvements
erected or effected or to be erected or effected on the land hereby demised
whether made erected or constructed by such lessee or not reasonable wear and
tear and damage by fire alone excepted.
12. That these presents are upon this express condition that the Board or any
person appointed in that behalf by it may at any time enter upon the land
hereby demised to ascertain if the covenants and conditions of this lease are
being performed and observed by the lessee.
13. That these presents are upon this further condition that the right is
reserved to His Majesty to resume possession from time to time and at any time
of any of the land comprised in this lease which in the opinion of the Governor
in Council is required for the purposes of water supply irrigation works races
dams and ditches or timber reserves or for public railways roads canals or other
internal communication through such lands or for mining purposes upon repay-
ment to the lessee or to any person having a charge allowed by the Board to
the extent of such charge of the amount of rent paid by the lessee in respect of
the land required to be resumed and upon payment of the full value (to be
determined in accordance with the regulations for the time being in force made
under Part III. of the *Land Act* 1901) of all substantial improvements of a
permanent character made erected or constructed by the lessee upon the land so
required to be resumed.
14. These presents are upon this further condition that the lessee his
executors administrators or approved assigns having fulfilled and observed the
clauses covenants conditions provisos agreements acts matters and things
herein contained and on his or their part to be observed and performed upon
payment of the last sum due on account of the rent hereinbefore reserved (all
sums (if any) in respect of the survey of the land hereby demised or any loan
made by or on behalf of the Board or His Majesty to the lessee his executors
administrators or approved assigns having then been duly paid or repaid) the
lessee his executors administrators or assigns shall be entitled to a grant in fee
simple of the land hereby demised subject to such conditions exemptions and
reservations as the Governor in Council may direct.
15. These presents are on this further condition that in case of the death of
the lessee his executors or administrators or personal representatives may act
in his place as lessee for a period of twelve calendar months. If before the
expiration of which time they or he are unable to arrange for any person
named in the lessee's will or in case no person is so named or in the case of an
intestate lessee for any member of his family (such person or member being
qualified for becoming a lessee under Part III. Division 2 of the *Land Act* 1901)
to accept a transfer of this lease and continue to carry out and perform the
covenants hereof subject to the conditions hereof the Board after having given
two calendar months' notice in writing to such executors administrators or
representatives either personally or by posting such notice on the land hereby

July 8, 1902.

demised may cancel this lease resume possession of the said land and leave the same for the remainder of the term hereby created to any other settler and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent interest loan or other money due to the Board (if any) in respect of the said land and any moneys due under any encumbrance allowed by the Board be paid by the Board to the said executors administrators or representatives as the case may be.

16. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part III. Division 2 of the *Land Act* 1901 or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised and that the Board may cause such interest to be sold by public auction to any member of the

who is qualified for becoming a lessee under Part III. of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.

17. That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.

18. And lastly that these presents are on the condition that in case the rent hereby reserved and other moneys (if any) or any part of such rent or other moneys be not paid in accordance with the covenants for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or approved assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained on his or their part to be observed and performed it shall be lawful for the Board to enter forthwith at any time thereafter upon the land hereby demised and the same to repossess 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 the Board and for any agents or officers authorized by it 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 forever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might in case the Board had obtained judgment in ejectment for recovery of possession of the said land and a 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 whomsoever the defendant or defendants 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 to the Board and all persons acting in the matters complained of or of any such agent or officer for the entry or trespass or other matters complained of in such action or other proceedings.

In witness whereof the Board hath hereunto set its common seal and the said lessee his hand and seal.

Schedule above Referred to.—Special Conditions.

A. The lessee for himself his executors administrators and assigns covenants with the Board that he and they if and when so required by the Board or its successors will from time to time without let or hindrance and without making any claim for compensation or other payment permit the Board and its successors or the owner or occupier of any adjacent land its his her or their tenants servants agents and workmen either with or without horses or other animals carts or other carriages to enter and go upon the land hereby demised from time to time for the purpose of surveying and taking levels of the same and ascertaining and staking or setting out such parts thereof as may be necessary and proper to be used for the making or constructing of any canal or canals or drain or drains through or upon the said land and from time to time in and upon such land to make and construct such canal or canals or drain or drains as the Board or its successors may at any time approve and for the purpose of or incidental to the making or constructing any such canal or canals or drain or drains to fill dig cut trench embank and remove or lay take carry and use any earth stone gravel sand or other material on upon or from the said land.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or abounding the land hereby demised whoever may have constructed or made or shall construct or make the same and that neither the lessee nor his executors administrators or assigns will do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

The common seal of The Board of Land and Works was hereunto affixed the day of One thousand nine hundred and 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 E.—(CHAP. II., PART 5.)

Lease of a Homestead Section (Mallee) under Sections 332 and 335 of the
Land Act 1901.

THIS INDENTURE dated in accordance with the *Land Act* 1901 the
day of and made between
The Board of Land and Works (hereinafter referred to as the "Board") of the
one part and (hereinafter called the "lessee")
of the other part Witnesseth that in consideration of the rent hereby reserved

and of the covenants and conditions herein contained on the part of the lessee his executors administrators and assigns to be observed and performed the Board under and by virtue of the powers conferred on it by Part III. of the *Land Act* 1901 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 Crown land being the Homestead Section Number of the block set apart and appropriated under Part III. of the *Land Act* 1901 for occupation by the members of the in the parish of containing or thereabouts being within the mallee country and shown with the measurements and abutments thereof in the map border

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

Note—The bearings and measurements are approximately given on this plan. The measurements are in links. thousand hundred and for the term of twenty years Yielding and paying for the same unto the Board during the said term the rent of per annum (being at the rate 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 419 of the *Land Act* 1901 such rent to be always paid by equal half-yearly payments in advance on the first day of and the first day of in each year the first of such payments having been made on or before the execution of these presents the next of such payments to be made on the day of

Reserving and excepting unto His Majesty the King his heirs and successors the right upon repayment to the lessee or to any person having a charge allowed by the Board to the extent of such charge of the amount of rent paid by him in respect of the land required to be resumed and upon payment to him of the full value (to be determined in accordance with the regulations made under Part III. of the *Land Act* 1901 for the time being in force) of all substantial improvements of a permanent character made erected or constructed by such lessee on the land required to be resumed to resume possession from time to time and at any time of any of the land comprised in this lease as may in the opinion of the Governor in Council be required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes And 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 any metals or minerals or mineral ores whatsoever in upon or under the demised land together with liberty to His Majesty his heirs and successors and his and their agents servants lessees licensees or 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 any metals or minerals or mineral ores whatsoever and to extract and remove therefrom all metals and minerals and mineral ores whatsoever and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining without leaving any vertical or lateral support for the surface of the said land and without conferring any right or claim upon the lessee his executors administrators and assigns or his or their tenants to any compensation or payment for any subsidence or for consequential injury to such surface caused by or incidental to such mining operations as aforesaid And the lessee for himself his heirs executors administrators and assigns doth hereby covenant with the Board that he the lessee his executors administrators and approved assigns will observe perform and be bound by the several clauses covenants conditions provisos agreements acts matters and things hereinafter contained and on his or their part to be observed and performed (that is to say) :—

1. That he or they will during the term hereby created pay unto the Board the rent hereby reserved by equal half-yearly payments in advance on the days hereinafter appointed for the payment thereof.

2. That he or they will repay unto the Board the sum of herebefore advanced by the Board to the lessee out of moneys made available by Parliament to assist permissive occupants under Part III. of the *Land Act* 1901 by twenty equal yearly payments of each to be paid on the day of in each year until the whole sum advanced be repaid.

3. That he or they will pay unto the Board the sum of being the cost of the survey of the land hereby demised within five years from the date hereof by ten equal half-yearly instalments of each in advance the first of such instalments having been paid on or before the execution of these presents that he or they will pay the next of such instalments on the day of and thereafter a further instalment on each of the days appointed for the payment of rent hereunder until the whole sum of be paid.

4. 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.

5. That within six months from the date of these presents the lessee will commence and will thenceforward during the term of this lease (if he so long live) continue personally or his wife or some child of such lessee or all or some or one of them will reside on the land hereby demised or its appurtenant township allotment or within the limits of the Homestead Association lands and these presents are upon this express condition that if the lessee his wife or children be all absent for more than four months during any one financial year from this land hereby demised and its appurtenant township allotment or from within the limits of the Homestead Association Lands he shall be deemed to have failed to comply with this covenant in regard to residence.

6. That he or they will use the land hereby demised for the purpose of agriculture gardening grazing dairying farming or other like purpose.

7. That he or they will not assign transfer or sublet or borrow money on the security of the land hereby demised or any portion thereof without the consent of the Board signified in writing first had and obtained and then only in conformity with such consent and these presents are upon this express condition that save as in Part III. Division 2 of the *Land Act* 1901 and as hereinafter provided this lease shall become absolutely void on assignment or transfer of the whole or any portion of the land hereby demised whether by operation of law or otherwise or upon such land or any portion thereof being sublet or made a security whether in law or in equity for the payment or repayment of any money or other advances.

8. That he or they will to the satisfaction of the Board within two years from the date hereof bring into cultivation not less than one-tenth of the land hereby demised and to the like satisfaction within four years from the date

hereof will bring into cultivation not less than one-fifth of such land and to the like satisfaction within six years from the date hereof in addition to the cultivation of one-fifth of the said land have put substantial improvements of a permanent character on such land to the value of One pound for every acre or fractional part of an acre demised.

9. That neither he nor they will at any time during the continuance of the term hereby created without a licence from the Crown in that behalf search for or permit to be searched for in or on the land hereby demised or take or permit to be taken therefrom any metal or mineral or mineral ore.

10. That he and they will observe fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereunder written.

11. That he or they during the continuance of this demise will keep in good condition and repair all buildings fences and other permanent improvements erected or effected or to be erected or effected on the land hereby demised whether made erected or constructed by such lessee or not reasonable wear and tear and damage by fire alone excepted.

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 these presents are upon this express condition that the Board or any person appointed in that behalf by it may at any time enter upon the land hereby demised to ascertain if the covenants and conditions of this lease are being performed and observed by the lessee.

14. That these presents are upon this further condition that the right is reserved to His Majesty to resume possession from time to time and at any time of any of the land comprised in this lease which in the opinion of the Governor in Council is required for the purposes of water supply irrigation works races dams and ditches or timber reserves or for public railways roads canals or other internal communication through such lands or for mining purposes upon repayment to the lessee or to any person having a charge allowed by the Board to the extent of such charge of the amount of rent paid by the lessee in respect of the land required to be resumed and upon payment of the full value (to be determined in accordance with the regulations for the time being in force made under Part III. of the *Land Act* 1901) of all substantial improvements of a permanent character made erected or constructed by the lessee upon the land so required to be resumed.

15. These presents are upon this further condition that the lessee his executors administrators or approved assigns having fulfilled and observed the clauses covenants conditions provisos agreements acts matters and things herein contained and on his or their part to be observed and performed upon payment of the last sum due on account of the rent hereinbefore reserved all sums (if any) in respect of the survey of the land hereby demised or any loan made by or on behalf of the Board or His Majesty to the lessee his executors administrators or approved assigns having then been duly paid or repaid the lessee his executors administrators or assigns shall be entitled to a grant in fee simple of the land hereby demised subject to such conditions exemptions and reservations as the Governor in Council may direct.

16. These presents are on this further condition that in case of the death of the lessee his executors or administrators or personal representatives may act in his place as lessee for a period of twelve calendar months. If before the expiration of which time they or he are unable to arrange for any person named in the lessee's will or in case no person is so named or in the case of an intestate lessee for any member of his family (such person or member being qualified for becoming a lessee under Part III. Division 2 of the *Land Act* 1901) to accept a transfer of this lease and continue to carry out and perform the covenants hereof subject to the conditions hereof the Board after having given two calendar months' notice in writing to such executors administrators or representatives either personally or by posting such notice on the land hereby demised may cancel this lease resume possession of the said land and lease the same for the remainder of the term hereby created to any other settler and any money paid by such incoming tenant for the interest in the lease of the deceased lessee shall after deducting the amount of rent interest loan or other money due to the Board (if any) in respect of the said land and any moneys due under any incumbrance allowed by the Board be paid by the Board to the said executors administrators or representatives as the case may be.

17. That these presents are on this further condition that if the lessee fails to comply with and observe the provisions of Part III. Division 2 of the *Land Act* 1901 or of this lease in any respect the Board may upon sufficient proof thereof to the satisfaction of the Board forfeit his interest in the land hereby demised and that the Board may cause such interest to be sold by public auction to any member of the . . . who is qualified for becoming a lessee under Part III. Division 2 of the said Act in which case any such person so purchasing shall be deemed to stand in the position of the original lessee.

18. That these presents are on this further condition that these presents shall be voidable at the will of the Board in the event of any breach or non-compliance with the covenants or conditions hereof.

19. 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 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 the lessee his executors administrators or assigns will upon being allowed by the Board or The Victorian Railways Commissioner or Governor in Council one month after receiving notice in writing from the Board or The 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 *survance 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 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

2932

20. And lastly that these presents are on the condition that in case the rent hereby reserved and other moneys (if any) or any part of such rent or other moneys be not paid in accordance with the covenants for payment hereinbefore contained although no demand for payment has been made or in case the lessee his executors administrators or approved assigns shall not faithfully observe and perform all and every the covenants and conditions herein contained on his or their part to be observed and performed it shall be lawful for the Board to enter forthwith at any time thereafter upon the land hereby demised and the same to repossess 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 the Board and for any agents or officers authorized by it 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 and to expel and remove the same without any legal process whatsoever and as effectually as if the said Board had obtained a writ of possession in ejectment for recovery of possession of the said land and a 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 whomsoever the defendant or defendants 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 to the Board and all persons acting in the matters complained of or of any such agent or officer for the entry or trespass or other matters complained of in such action or other proceedings.

Schedule above referred to.—Special Conditions.

B. The lessee further covenants in manner and form as aforesaid that he his executors administrators and assigns will at all times during the term hereby created cleanse keep open and free from obstruction and in good order and condition all canals or drains now existing or which may at any time hereafter be made or constructed on or be abutting upon or bounding the land hereby demised and that he his executors administrators or assigns shall not do or cause or permit to be done upon the said land any act matter or thing whereby any such canals or drains may be injured or endangered.

The common seal of The Board of Land-
and Works was herunto affixed
the day of One
thousand nine hundred and (L.S.)
in the presence of—
 President.
 Member.

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.

THIS INDENTURE made in accordance with the *Land Act 1901* the first day of _____ in the year of our Lord One thousand nine hundred and _____ and being the day the person hereinafter named became entitled to this Lease and made between His Excellency _____ Governor _____ and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part The Board of Land and Works (hereinafter referred to as the "Board") of the second part and _____ of _____ Victoria (hereinafter called the "lessee") of the third part Whereas the lessee has heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease permit of and occupies a village community allotment of swamp land being the land hereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the terms of section 314 of the *Land Act 1901*

July 8, 1902.

And whereas such land is of the value of pounds shillings
and pence being calculated at the rate of per acre and
being the sum set out in the lease permit aforesaid fixed by a Land Classification

Board And whereas the lessee under the provisions of Section 344 aforesaid has made application for the conditional purchase of the said land under Part III. of the *Land Act 1901* by sixty half-yearly instalments And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of

on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of Section 344 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this indenture witnesseth that the lessee doth hereby surrender and His Majesty and the

Board do respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee The surface and down to a depth of feet below the surface of All that piece of land being allotment of section parish of county of in the State of Victoria containing

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

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

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

whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or transferees by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and their agents servants lessees licensees and assigns at any time or times during the continuance of this demise to enter upon the said land and to search and mine therein or thereon for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to remove therefrom any gold silver auriferous and argentiferous earth and stone copper tin antimony coal and other metals and minerals and mineral ores and for the purposes aforesaid to sink shafts make drives and do any other things which may be necessary or useful in mining Provided that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter thereon and to mine and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those which persons so qualified had at the time of the date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying in respect thereof the sum of (which amount is made up of the sum of representing the purchase money and with respect to which the sum of the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of together with the sum of the amount of money owing on account of the advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of on the first day of now next and the balance by equal half-yearly instalments of each on the first day of and the first day of in each and every year thereafter until by the several payments aforesaid the whole amount be paid And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

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

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

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

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

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

6. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by Proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act 1901* or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

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

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

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

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

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

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

13. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

14. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

15. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

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

18. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not

or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency

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

Schedule above referred to.

The common seal of The Board of Land and Works	}	(L.S.)
was hereunto affixed the _____ day of _____		
and _____ One thousand nine hundred _____ in the presence of _____		
		President.
		Member.
Signed sealed and delivered by the above-named _____	}	(L.S.)
of _____ in the presence _____		

SCHEDULE G.—(CHAP. III., PART 5.)

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

Land Act 1901, Section 345.

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

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of _____ in the year of Our Lord One thousand nine hundred and _____ being the day the person hereinafter named became entitled to this lease between His Excellency Governor in and over the State of Victoria and its Dependencies with the advice of the Executive Council thereof in the name and on behalf of His Most Gracious Majesty King Edward VII. of the first part The Board of Land and Works (hereinafter referred to as the "Board") of the second part and _____ of _____ Victoria (hereinafter called the "lessee") of the third part Whereas the lessee has heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease of and occupies a village community allotment being _____ homestead section _____ the land herein referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease to His Majesty in accordance with the terms of Section 345 of the *Land Act 1901* And whereas such land is of the value of _____ pounds _____ shillings and _____ pence being calculated at the rate of _____ per acre and being the sum set out in the lease aforesaid fixed by a Land Classification Board And whereas the lessee under the provisions of Section 345 aforesaid has made application for the conditional purchase of the said land under Part III. of the *Land Act 1901* by half-yearly instalment And whereas the lessee has with his application paid the sum of _____ on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of _____ on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of Section 345 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board do respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents. And this Indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee The surface and down to a depth of _____ feet

below the surface of All that piece of land being allotment of
 section parish of county of and shown with
 the State of Victoria containing the measurements and abutments thereof in the map or diagram
 drawn in the margin of these presents and in such map or
 diagram coloured yellow To have and to hold the said piece
 of land unto the lessee his executors administrators and assigns
 for the term of years from
 the day of the date of these presents unless sooner determined
 as hereinafter provided Excepting and reserving neverthe-
 less 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

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

the whole or such parts of the said land as may from time to
 time be required for water supply purposes irrigation pur-
 poses reservoirs dams races water-courses or drains or for
 railways roads or highways or for mining purposes or for any public purpose
 whatsoever such land or such parts of the same (as the case may be) when the
 same is required for any of the purposes aforesaid to be set out by description
 in a proclamation in the *Government Gazette* and also described in a notice in
 writing to the lessee his executors administrators assigns 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 assigns or transferees 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 and 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 argen-
 tiferous 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 date
 of these presents to mine in and upon Crown lands Provided that com-
 pensation shall be paid to the lessee his executors administrators or assigns
 by any such person for surface damage to be done to such land by reason of
 mining thereon such compensation to be determined as provided by law and
 the payment thereof to be a condition precedent to such right of entry
 Yielding and paying in respect thereof the sum of

(which amount is made up of the sum of
 representing the purchase money and with respect to which
 the amount of two half-yearly instalments
 with the Board that he the lessee his executors administrators or assigns
 will observe and perform and be bound by the several covenants conditions
 provisos agreements acts matters and things hereinafter contained (that is to
 say) —

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

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

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

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

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

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

7. That he or they will forthwith after the granting of this lease commence
 to destroy and will within two years after the granting of this lease have
 destroyed to the satisfaction of the Board the animals and birds by the
Land Act 1901 included in the term "vermin" or which the Governor in
 Council may by proclamation in the *Government Gazette* declare or have
 declared to be vermin for the purposes of the *Land Act 1901* or any Act
 thereby repealed upon the land hereby demised and will keep the same free
 of such animals and birds and free of Bathurst burr wild briar and gorse to the
 satisfaction of the Board.

8. That he or they will within six years from the issue of this lease if not
 sooner called upon under the provisions of the *Fences Act 1890* enclose the land
 described herein with a fence and keep the same in repair Provided never-
 theless that where any lessee proves to the satisfaction of the Board that owing
 to the physical conditions or the nature of the land hereby demised the enclos-
 ing thereof with a fence would be impracticable or where in the opinion of the
 Board the fencing of the whole or any part of the land hereby demised is not
 required the Board may in writing accept as a compliance with this covenant
 the expenditure by the lessee on such land for substantial and permanent
 improvements previously approved by the Board of an amount equivalent in
 the Board's opinion to the cost of fencing.

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

10. That every holder of a miner's right or of a licence to search for metals or
 minerals or of a gold-mining lease or of a mineral lease shall have the right and

July 8, 1902.

that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

11. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by Governor in Council.

12. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

14. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency

Governor in and over the
State of Victoria and its Dependencies hath on behalf of His Majesty
the King caused this demise to be sealed with the seal of the said
State on the _____ day of _____ One thousand nine
hundred and _____ the Board hath hereunto affixed its
common seal and the lessee hath hereunto set his hand and seal.

Schedule Above Referred to.

The common seal of The Board of Land and Works was hereunto affixed the _____ day of _____	}	(L.S.)
One thousand nine hundred and _____ in the presence of—		
President.	}	(L.S.)
Member.		
Signed sealed and delivered by the above-named in the presence of—	}	(L.S.)

SCHEDULE H.—(CHAP. III., PART 5.)

Entered in the Register Book vol. _____ fol. _____

Assistant Registrar of Titles.

Land Act 1901, Section 345-346.

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

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of _____ in the year of our Lord One thousand nine hundred and _____ being the day the person hereinafter named became entitled to this Lease and made 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

July 8, 1902.

2938

of His Most Gracious Majesty King Edward VII. of the first part The Board of Land and Works (hereinafter referred to as the "Board") of the second part and of Victoria (hereinafter called the "lessee") of the third part Whereas the lessee has heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease of and occupies a homestead section being part of the land hereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease permit to His Majesty in accordance with the provisions of section 345 of the *Land Act 1901* and has in like manner under the terms of section 346 of the said Act applied to have the surrendered land with additional land (being together the land comprised in the description hereinafter contained) included in a conditional purchase lease under Part III. of the *Land Act 1901* application for which has been made by the lessee under the provisions of the said last mentioned Act And whereas the whole of the land the subject of this demise is together estimated to be of the value of made up of a sum of the value of the land the subject of the surrendered lease permit and the amount fixed by a land classification board and the sum of the value of set out therein the additional land as fixed by the Board And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of section 345 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalment of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board do respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this Indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee The surface and down to a depth of feet below the surface of All that piece of land situate in the county of parish of in the State of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and on such map or diagram coloured yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or assigns by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and 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 date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying in respect thereof the sum of (which amount is made up of the sum of representing the purchase money calculated as aforesaid and with respect to which the sum of the amount of two half-yearly instalments has been paid as aforesaid leaving a balance due on such account of together with the sum of the amount of money owing on account of the advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee) by half-yearly instalments during the said term as follows (allowance having been made for the payment aforesaid) that is to say by an instalment of on the first day of now next and the balance by equal half-yearly instalments of each on the first day of and the first day of in each and every year thereafter until by the several payments aforesaid the whole amount be paid And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be

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

bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

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

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

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

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

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

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

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

8. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by Proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act 1901* or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

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

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

11. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

12. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.

13. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

15. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council as hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land

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

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

In witness whereof His Excellency the Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of the Board hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal

Schedule above referred to.

The common seal of The Board of Land and Works was hereunto affixed the	day	
of	One thousand nine hundred	(L.S.)
and	in the presence of—	
	President.	
	Member.	
Signed sealed and delivered by the above-named		
in the presence of—		(L.S.)

SCHEDULE I.—(CHAP. III., PART 5.)

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

Land Act 1901, Section 346.

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

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of in the year of our Lord One thousand nine hundred and being the day the person hereinafter named became entitled to this Lease and made 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 Whereas the lessee has heretofore been granted by the Board under the *Settlement on Lands Act 1893* a lease of and occupies a village community allotment of swamp land being part of the land homestead section of reclaimed land hereinafter referred to And whereas the lessee has in writing applied to the Board for permission to surrender such lease to His Majesty in accordance with the provisions of section 344 of the *Land Act 1901* and has in like manner under the terms of section 346 of the *Land Act 1901* applied to have the surrendered land with additional land (being together the land comprised in the description hereinafter contained) included in a conditional purchase lease under Part III. of the *Land Act 1901* application for which has been made by the lessee under the provisions of the said last mentioned Act And whereas the whole of the land the subject of this demise is together estimated to be of the value of made up of a sum of lease permit and the amount set out therein fixed by a land classification board and the sum of the value of the additional land as fixed by the Board And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of purchase money And whereas the lessee is indebted to His Majesty or the Board in the sum of on account of an advance from the Board in respect of the lease permit under the *Settlement on Lands Act 1893* surrendered by the lessee which amount under the provisions of section 344 of the *Land Act 1901* is to be divided into equal instalments extending over the term of this lease and added to the instalments of purchase money payable hereunder by the lessee Now this Indenture witnesseth that the lessee doth hereby surrender and His Majesty and the Board do respectively accept the surrender of the lease permit of the land the subject of these presents heretofore granted by the Board under the *Settlement on Lands Act 1893* as from the date of these presents And this Indenture further witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee The surface and down to a depth of feet below the surface of All that piece of land situate in the county of parish

of in the State of Victoria containing and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and on such map or diagram coloured yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of

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

years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a Proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators or assigns by the Governor for the time being acting with the advice of the Executive Council such notice to the lessee his executors administrators or assigns being delivered to or sent through the post-office addressed to the occupier of the land for the time being And further excepting and reserving unto His Majesty his heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all copper tin antimony coal and all other metals and minerals and mineral ores whatsoever and all mines seams veins lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under the said demised premises together with liberty for His Majesty his heirs and successors and his and 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 date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying in respect thereof the sum of (which amount is made up of the sum of representing the purchase money and with respect to which the sum of

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

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

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

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

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

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

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

7. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by Proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the *Land Act 1901* or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.

8. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1850* enclose the land described herein with a fence and keep the same in repair Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion

of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.

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

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

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

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

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

14. *That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.*

15. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the Land Act 1901 from time to time by the Governor in Council.

16. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

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

19. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council as hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land and a writ of 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 proceeding taken for or on account of the same by any person whatsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

July 8, 1902.

Board is satisfied that all the covenants and conditions of these presents have been observed and complied with and the fencing and improvements maintained and that the full purchase money for such land has been paid the lessee shall upon payment of the prescribed fees be entitled to demand and obtain from the Governor in Council a Crown grant for the land not theretofore resumed the subject of these presents.

In witness whereof His Excellency Governor in and over the State of Victoria and its Dependencies hath on behalf of His Majesty the King caused this demise to be sealed with the seal of the said State on the day of One thousand nine hundred and the Board hath hereunto affixed its common seal and the lessee hath hereunto set his hand and seal.

Schedule above referred to.

The common seal of The Board of Land and Works	}	(L.S.)	
was hereunto affixed the day of in the			
One thousand nine hundred and presence of—			
	President.	}	(L.S.)
	Member.		
Signed sealed and delivered by the above-named			
in the presence of—			

SCHEDULE J.—(CHAP. III., PART 5.)

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

Section 346, *Land Act 1901*.

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

THIS INDENTURE dated in accordance with the *Land Act 1901*, the first day of in the year of our Lord One thousand nine hundred and (being the day the person hereinafter named became entitled to this lease) and made 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

Victoria (hereinafter called the "lessee") of the third part Whereas the lessee under the provisions of Part III. of the *Land Act 1901* has made application for the conditional purchase by each of the allotment of land hereinafter referred to valued at the sum of And whereas the lessee has with his application paid the sum of on account of the first two half-yearly instalments of principal

Now this Indenture witnesseth that in consideration of the payments hereby covenanted to be made and the covenants conditions and provisos herein contained and on the part of the lessee his executors administrators and assigns to be observed and performed His Majesty doth by these presents grant and demise unto the lessee The surface and down to a depth of feet below the surface of All that piece of land situate in the county of parish of in the State of Victoria containing

and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators assigns 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 assigns or transferees 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 and 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 date of these presents to mine in and upon Crown lands Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry Yielding and paying therefor the sum of by equal half-yearly instalments of each on the first day of and the first day of in every year

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

clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of _____ that will be in the year One thousand nine hundred _____ and the last of the said half-yearly instalments to be made on the first day of _____ next preceding the expiration of the term hereby created. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say) :—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That he or they will pay by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the value of the improvements existing on the land hereby demised.
4. That these presents are upon this condition that the lessee will personally reside on the land demised or within the limits of the village community lands eight months during each year of the first six years after the granting of this lease. Provided that for the purposes of this condition personal residence by the wife or any child not less than eighteen years of age of the lessee shall be accepted as personal residence by the lessee.
5. That these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.
6. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.
7. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.
8. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.
9. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1890* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.
10. That he or they will permit any person appointed in that behalf by the Board at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.
11. *That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.*
12. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the Schedule hereto or which may be made pursuant to the *Land Act 1901* from time to time by the Governor in Council.
13. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.
14. That these presents are upon this further condition that the Governor in Council or the Board may at any time enter upon the whole or any portion of the land hereby demised for the purpose of resuming any lands comprised therein required for reserves for public purposes roads railways canals reservoirs or for mining purposes. The lessee upon such entry shall remove any improvements from the land so resumed and relinquish and give up possession of the same to His Majesty his heirs or successors. There shall be paid by His Majesty his heirs or successors the actual cost of removing and re-erecting and any actual depreciation in value caused by such removal and re-erection of the improvements and the amount of loss sustained in consequence of relinquishing improvements not removable such cost or amount shall be fixed by the Board but shall not include compensation for severance or for any person's interest in the land and may be paid to such person or persons as the Board determines.
15. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease

be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency

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

Schedule above referred to.

The common seal of The Board of Land and Works	}	(L.S.)
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	}	(L.S.)
in the presence of—		

SCHEDULE K.—(CHAP. III., PART 5.)

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

Land Act 1901, Section 346.

CONDITIONAL PURCHASE LEASE, SWAMP OR RECLAIMED LANDS.

THIS INDENTURE dated in accordance with the *Land Act 1901* the first day of _____ in the year of our Lord One thousand nine hundred and _____ (being the day the person hereinafter named became entitled to this lease) and made 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 Whereas the lessee under the provisions of Part III. of the *Land Act 1901* has made application for the conditional purchase by sixty half-yearly instalments of _____ each of the allotment of swamp or reclaimed land hereinafter referred to valued at the sum of _____

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

county of _____ parish of _____ and shown with the measurements and abutments thereof in the map or diagram drawn in the margin of these presents and in such map or diagram coloured yellow To have and to hold the said piece of land unto the lessee his executors administrators and assigns for the term of _____ years from the day of the date of these presents unless sooner determined as hereinafter provided Excepting and reserving nevertheless unto His Majesty his heirs and successors the right of resumption for public purposes and in accordance with the provisions and conditions hereinafter expressed and contained the whole or such parts of the said land as may from time to time be required for water supply purposes irrigation purposes reservoirs dams races water-courses or drains or for railways roads or highways or for mining purposes or for

any public purpose whatsoever such land or such parts of the same (as the case may be) when the same is required for any of the purposes aforesaid to be set out by description in a proclamation in the *Government Gazette* and also described in a notice in writing to the lessee his executors administrators assigns 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 assigns or transferees 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

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

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 and 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 date of these presents to mine in and upon Crown lands. Provided that compensation shall be paid to the lessee his executors administrators or assigns by any such person for surface damage to be done to such land by reason of mining thereon such compensation to be determined as provided by law and the payment thereof to be a condition precedent to such right of entry. Yielding and paying therefor the sum of _____ by _____ equal half-yearly instalments of _____ each on the first day of _____ in every year clear of all deductions. Payment of the first two of such half-yearly instalments having been made the next of the said half-yearly payments to be made on the first day of _____ that will be in the year One thousand nine hundred _____ and the last of the said half-yearly instalments to be made on the first day of _____ next preceding the expiration of the term hereby created. And the lessee doth hereby for himself his heirs executors administrators and assigns covenant and agree with His Majesty his heirs and successors and with the Board that he the lessee his executors administrators or assigns will observe and perform and be bound by the several covenants conditions provisos agreements acts matters and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the continuance of this demise pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That he or they will pay by _____ equal half-yearly instalments of £ _____ each the sum of £ _____ being the value of the improvements existing on the land hereby demised.
4. That these presents are on this further condition that the lessee shall on the land hereby demised make substantial and permanent improvements certified in writing under the seal of the Board to the value of Ten shillings for every acre of the said land in each of the first three years from the commencement of this lease.
5. That these presents are on this further condition that the lessee shall not transfer assign mortgage or sublet or part with the possession of the whole or any part of the land hereby demised within the first six years of this lease.
6. That he or they after the expiration of the six years hereinbefore limited will not during the term hereby created transfer assign or mortgage the land hereby demised or any part thereof without the written consent of the Board first had and obtained such consent will not be given unless the Board be satisfied that all the covenants and conditions of these presents have been complied with and observed nor will it be given in favour of any person who would thereby become the holder of land exceeding One thousand pounds in value.
7. That he or they will forthwith after the granting of this lease commence to destroy and will within two years after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act 1901* included in the term "vermin" or which the Governor in Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon the land hereby demised and will keep the same free of such animals and birds and free of Bathurst burr wild briar and gorse to the satisfaction of the Board.
8. That he or they will within six years from the issue of this lease if not sooner called upon under the provisions of the *Fences Act 1899* enclose the land described herein with a fence and keep the same in repair. Provided nevertheless that where any lessee proves to the satisfaction of the Board that owing to the physical conditions or the nature of the land hereby demised the enclosing thereof with a fence would be impracticable or where in the opinion of the Board the fencing of the whole or any part of the land hereby demised is not required the Board may in writing accept as a compliance with this covenant the expenditure by the lessee on such land for substantial and permanent improvements previously approved by the Board of an amount equivalent in the Board's opinion to the cost of fencing.
9. That he or they will at all times during the term hereby created keep open and free from obstruction and to the satisfaction of the Board all canals ditches drains cuts channels water-courses sewers and works (which several matters and things are hereinafter included and referred to under the term drains, now upon the land hereby demised and the portions of the several drains adjacent to such land which shall at any time during the continuance of this demise exist and be upon the land hereby demised or be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than one hundred and thirty-two feet from such part and that he or they will not do or cause or permit to be done upon the said land or any part thereof any act or thing whereby such drains may be injured or endangered.
10. That he or they will forthwith fence off to the satisfaction of the Board all drains on each side thereof with a substantial fence and will prevent live stock from having access to the banks thereof.
11. That neither he nor they will water or permit to be watered live stock on the land hereby demised at the said drains except by means of one or more side cuttings leading therefrom to be made by and at the expense of the lessee his executors administrators or assigns.
12. In the event of any drain being the boundary between the land hereby demised and any other swamp or reclaimed land held either in fee simple or under lease or licence from the Crown subject to a condition to maintain or keep open such drain the obligation of the lessee his executors administrators or assigns hereunder with regard to cleaning out or keeping open such boundary drain shall extend only to the centre line of such drain.
13. That he or they will permit any person appointed in that behalf by the board at any time to enter upon the premises hereby demised to ascertain if the conditions and covenants of this lease are being performed by the lessee.

July 8, 1902.

14. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold-mining lease or of a mineral lease shall have the right and that the lessee his executors administrators or assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof and search for gold silver and any other metal or mineral whatsoever as the case may be and to mine thereon and to erect and occupy mining plant and machinery upon making compensation to the lessee his executors administrators or assigns for surface damage to be done to such land by reason of mining thereon.

15. That he or they shall and will observe perform fulfil and be bound by the stipulations conditions covenants and provisos contained in the schedule hereto or which may be made pursuant to the *Land Act* 1901 from time to time by the Governor in Council.

16. That these presents are upon this condition that if and whenever there shall be a breach of or non-compliance with any of the covenants stipulations conditions provisos or agreements by the lessee herein contained and the Governor in Council shall determine that this lease shall in consequence be avoided (and the production of the minute of the proceedings of the Executive Council whereat such determination was arrived at shall be conclusive evidence thereof) then these presents and the term hereby created shall be void and of no effect. Provided that forfeiture for non-payment of any instalment may be prevented by payment of such instalment with an additional sum equal to Five per centum of the amount of such instalment within three months of the due date thereof or of Ten per centum of such amount within six months of such date.

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

18. That these presents are upon this further condition that if and whenever any instalment covenanted to be paid hereunder shall be in arrear for six calendar months whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained and this lease be avoided either by operation of law or by a determination of the Governor in Council as hereinbefore provided then these presents and the term hereby created shall be void and of no effect and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming from under or through him or them for ever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land and a 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 proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming from under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

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

In witness whereof His Excellency
Governor in and over the State of Victoria and its Dependencies hath
on behalf of His Majesty the King caused this demise to be sealed
with the seal of the said State on the _____ day of _____
the Board hath hereunto affixed its
common seal and the lessee hath hereunto set his hand and seal.

Schedule above referred to.

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

The common seal of The Board of
Land and Works was hereunto
affixed the _____ day of _____
in the year of our Lord One thousand
nine hundred _____
in the presence of—
President.
Member.

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

July 8, 1902.

2948

SCHEDULE 165.

LEASE UNDER SECTION 404 OF THE "LAND ACT 1901."

THIS INDENTURE dated in accordance with the *Land Act* 1901 the first day of _____ in the year of Our Lord One thousand nine hundred and _____ and made 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 the State of Victoria (hereinafter called the "Lessee") of the other part.

Whereas the Governor by Order in Council dated the _____ day of _____ and made by virtue and in pursuance of the powers contained in the four hundred and second section of the *Land Act* 1901 has directed that certain unoccupied lands of the Crown of which the land hereinafter described forms part may be leased as in that Act provided And whereas such Order in Council or a copy thereof together with a plan or plans of the land therein referred to has lain on the table of the Legislative Council and on that of the Legislative Assembly for the full period of thirty days And whereas the Governor by another Order in Council dated the _____ day of _____ made in pursuance of the powers conferred on him in that behalf has directed that the depth down to which land of the Crown to be leased for the cultivation of wattles shall be _____ feet And whereas the Governor with the advice of the Executive Council has agreed to grant a lease for the cultivation of wattle trees subject to the limitation as to depth as aforesaid of the land hereinafter described for the term of _____ years at the annual rent of £ _____ during the first seven years of such term £ _____ during the next seven years of such term and £ _____ during the remaining years of such term being the rent fixed and reserved in accordance with the provisions of the said section of the *Land Act* 1901 to the lessee subject to the provisions of the said Act and to the terms conditions covenants and provisos hereinafter contained And whereas the lessee has paid half-a-year's rent in advance Now this Indenture witnesseth that in consideration of such payment aforesaid and of the rent hereby reserved and of the terms conditions covenants and provisos hereinafter contained by the lessee his executors administrators and assigns to be respectively paid observed and performed His Majesty doth by these presents grant and demise unto the lessee his executors administrators and assigns The surface and down to the depth aforesaid of All that piece or parcel of land situate and being in the parish of _____ county of _____ in the State of Victoria containing _____ acres more or less being part of the land specified in the Order in Council aforesaid and delineated on the plan laid on the table of the Legislative Council and on that of the Legislative Assembly therewith in accordance with the provisions of the said section of the said Act and thereon numbered _____ in the said parish, and also delineated on the plan drawn in the margin of these presents and therein coloured yellow together with the appurtenances 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 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 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 other lessee of a wattle lease or of any grazing area and the holder of a miner's right or of a gold mining or mineral lease 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 demised with or without horses cattle and other animals carts waggons and carriages to or from such wattle leasehold or grazing area or part thereof or to or from any claim or mine from and to any public road or track subject to such regulation made or to be made by the Governor with the advice of the Executive Council as may for the time being be in force And also excepting and reserving to His Majesty his heirs and successors and his and their licensees liberty and right of ingress and egress and regress at all times through over and across the premises hereby demised with or without horses cattle and other animals carts waggons and carriages to or from any other Crown land from and to any public road or track subject to such regulations made or to be made by the Governor with the advice of the Executive Council as may for the time being be in force And also excepting and reserving unto His Majesty his heirs and successors and all persons specially licensed in that behalf by the Governor in Council full and free liberty at all times to enter upon the said demised lands and therefrom to cut and take away live or dead timber To have and to hold the premises hereinbefore expressed to be hereby demised unto the lessee his executors administrators and assigns for the term of _____ years from the day of the date hereof

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

Yielding and paying therefor during the said term the yearly rental of £ _____ during the first seven years of such term £ _____ during the next seven years of such term and _____ during the remaining years of such term 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 that he the lessee his executors administrators and assigns will during the said term 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 pay the said rent hereinbefore reserved in advance at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will during the said term pay all existing and future rates assessments and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That he or they will not assign sublet subdivide or part with the possession of the land hereby demised or any portion thereof without the previous consent of The Board of Land and Works (hereinafter called the Board) signified in writing.

4. That he or they will at once after the granting of this lease to the satisfaction of the Board commence and continue to destroy and will within one year after the granting of this lease have destroyed to the satisfaction of the Board the animals and birds by the *Land Act* 1901 (hereinafter referred to as "the said Act," included in the term "vermin" or which the Governor with the advice of the Executive Council may by proclamation in the *Government Gazette* declare or have declared to be vermin for the purposes of the said Act or any Act thereby repealed upon such land and will keep the same free of such animals and birds Bathurst burr wild briar and gorse to the satisfaction of the Board during the currency of this lease.

5. That he or they will repair and keep in good condition and repair during the continuance of the term hereby granted all houses fences wells reservoirs tanks dams and all improvements of a permanent character situated on the premises hereby demised whether made erected or constructed by the lessee his executors administrators or assignees 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 signified in writing.

6. That he or they will not during the continuance of the term hereby granted ring or destroy or except for the purpose of fencing or building or domestic use on the land hereby demised cut down any timber in or upon the land hereby demised unless with the sanction of the Board signified in writing and then only under the supervision of an officer appointed in that behalf by the Board.

7. That he or they will to the satisfaction of the Board during each of the first six years except the first year from the granting of this lease sow or plant wattle trees or such other species of tannin-producing trees or plants as may be approved of by the Board on one-fifth part at least of the land hereby demised and within six years will sow or plant wattle trees or some other tannin-producing trees or plants approved as aforesaid on the whole of the land demised.

8. That he or they will from time to time sow or plant to the satisfaction of the Board in the place or stead of any wattles or tannin-producing trees which shall be stripped dead decayed or become unproductive during the said term other wattles or tannin-producing trees approved as aforesaid and otherwise at all times maintain the sowing or planting of such trees to the satisfaction of the Board.

9. That he or they will if not sooner called upon under the provisions of the *Fences Act* 1890 within two years from the date of these presents enclose a third part and within three years two-thirds parts and within four years the whole of the land hereby demised with a good and substantial sheep and cattle proof fence and will keep the same in good repair during the continuance of the term hereby granted to the satisfaction of the Board.

10. That he or they will at the expiration or sooner determination of the said term hereby granted peaceably deliver up to His Majesty his heirs or successors the premises hereby demised together with all houses fences wells reservoirs tanks dams and all improvements that now are or may be made erected or constructed thereon in such good or sufficient repair and condition 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.

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

12. That every holder of a miner's right or of a licence to search for metals or minerals or of a gold mining or mineral lease shall have the right and that the lessee his executors administrators and assigns will at all times allow every such person to enter upon the area hereby demised and every part thereof to search for gold silver copper tin antimony coal and other metals and minerals and mineral ores 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 improvements.*

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

14. That these presents shall become absolutely void on any assignment thereof save under the provisions hereinbefore contained.

Provided always and it is hereby agreed and declared—

15. That His Majesty his heirs and successors may at any time and from time to time during the said term resume possession of the whole or any part or parts of the land hereby demised which may in the opinion of the Governor with the advice aforesaid be required for the purposes of water supply irrigation works races dams and ditches or for public railways roads canals or for tramways or other internal communication through such lands or for mining purposes or timber reserves or for the purpose of obtaining or removing therefrom guano or other manure stone or earth or for sights of inns stores smithies bakeries or similar buildings or of bathing-houses bathing-places fishermen's residences drying grounds fellmongery establishments slaughter-houses lime-kilns bridges ferries toll or punt houses tanneries factories saw or paper mills quays docks landing-places or the deposit of materials ship building and repairing boat building and repairing or for the working of mineral springs or for the manufacture of salt or for the purpose of erecting pumps or for the purpose of cutting digging and taking away any live or dead timber gravel stone ballast limestone salt shell seaweed and loan brick or other earth upon payment to the lessee or his executors administrators or assigns for his improvements on the land so resumed the full value of houses fences (within the meaning assigned to the word "fence" by Part I. of the said Act) wells reservoirs tanks dams wattle plantations and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns during the currency of this lease on the land so resumed.

16. That the sum paid in respect of such improvements by the Board shall not exceed the sum expended thereon by the lessee his executors administrators or assigns. And that such sum shall be determined in accordance with regulations in that behalf made by the Governor with the advice aforesaid or for the time being in force under the said Act or any amendment thereof.

17. That His Majesty his heirs and successors may at any time and from time to time during the term hereby granted in accordance with the Regulations made or to be made by the Governor with the advice aforesaid in that behalf resume as sites for townships and villages or for mining purposes and re-enter upon any lands forming part of the land hereby demised upon payment to the lessee his executors administrators or assigns of the full value of all houses fences (within the meaning aforesaid) wells reservoirs tanks dams and of all substantial and permanent improvements made erected or constructed by the lessee his executors administrators or assigns on the lands so resumed but nothing in this lease contained shall be construed to give a better tenure to the lessee his executors administrators or assigns in regard to the right of miners authorized by the responsible Minister of the Crown for the time being administering the said Act subject to any conditions he may think fit to impose to

enter upon any portion specified by the said Minister of the land hereby demised in search of gold than was possessed by pastoral tenants under the *Land Act* 1869 with regard to the right of miners to enter upon the lands occupied by such pastoral tenants.

18. That neither of the preceding provisions shall prejudice or be construed as restricting the generality of the covenant on the part of the lessee hereinbefore contained conferring on the holder of a miner's right or of a licensee to search for metals or minerals or of a gold mining and mineral lease the right to enter upon the demised land and exercise the other rights in such covenant mentioned.

19. In case possession of any part or parts of the said land shall be resumed as aforesaid the covenants provisions and agreements herein contained with reference to the whole of the premises shall continue in force and apply to such part of the same as shall be left in the possession of the lessee his executors administrators or assigns aforesaid.

20. In the event of the lessee his executors administrators or assigns becoming under the provisions of section 408 of the said Act the licensee of any portion of the land hereby demised and of his or their licence thereafter being annulled for any breach of the provisions of the said Act or of the condition of such licence or if in the event of his or their becoming such licensee and of there being a breach of or non-compliance with any of the covenants herein contained with respect to any portion of the land hereby demised not the subject of such licence or if the said lessee not being at the time of the breach of or non-compliance with any of the covenants herein contained a licensee as aforesaid under the provisions of such section of the said Act and the Governor with the advice aforesaid determining that this lease shall in consequence be avoided (and the production of the *Government Gazette* notifying such determination shall be conclusive evidence thereof) or if the land hereby demised or any part thereof is assigned whether by operation of law or otherwise except as hereinbefore mentioned then these presents and the term hereby created shall be void and of no effect. And immediately thereupon it shall be lawful for any bailiff of Crown lands or for any other agents or officers authorized in that behalf by His Majesty his heirs or successors or by the Governor with the advice aforesaid without any demand whatsoever to enter upon the land hereby demised and the lessee his executors administrators and assigns and all persons claiming 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 his heirs or successors had obtained judgment in ejectment for recovery of possession of the said land or in an action for the recovery of land and a writ of possession or other process had issued on such judgment directed to such sheriff in due form of law.

21. 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 thereto and these presents shall be conclusive evidence of the leave and licence of the lessee his executors or administrators and all persons claiming under or through him or them to any bailiff of Crown lands and all persons acting in the matters complained of in such action or other proceedings.

22. In the event of any portion of the land hereby demised being at any time or times required by 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 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 to the lessee his executors administrators or assigns upon being allowed by the Board or The Victorian Railways Commissioner or the Governor (as the case may be) one month for the removal by him or them of any houses buildings or fences upon the land so required will within such month 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 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 highways under the before-contained conditions for resumption by or on behalf of His Majesty his heirs and successors.

23. 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 King Edward VII. caused this demise to be sealed with the seal of the said State and the Lessee hath hereunto set his hand and seal.

Schedule above referred to.

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

Part VII.—Closer Settlement.

Farm Allotments.

The covenants set forth in Schedules C, D, and E hereto shall (in addition to those already prescribed) be inserted in every lease to which they or any of them may be applicable.

SCHEDULE C (CHAP. II., PART 6).

ADDITIONAL COVENANT.—WALMER AND WHITYFIELD ESTATES.

16. That these presents are upon this further condition that the lessee his executors administrators and assigns will forthwith insure the buildings and improvements constituting the homestead to their full insurable value in some insurance office in the joint names of The Board of Land and Works and the

lessee his executors administrators and assigns and that he or they will keep the same so insured during the term and will upon the request of the Board or its agent show the receipt for the last premium for such insurance for every current year and as often as the said buildings or improvements shall be burnt down or damaged by fire all and every the sum or sums of money which shall be recovered or received by the lessee his executors administrators or assigns for or in respect of such insurance shall be laid out and expended by him or them in building or repairing the said premises, or such parts thereof as shall be burnt down or damaged by fire as aforesaid.

SCHEDULE D (CHAP. II., PART 6).

ADDITIONAL COVENANT.—WHITFIELD ESTATE.

17. That these presents are upon this further condition that if it be proved to the satisfaction of the Minister for Lands that for the effective drainage of any farm allotment it is necessary to provide a drainage course through any other farm allotment the lessee of the former allotment shall have the right to cut and use a drain of such dimensions and along such a course as may be authorized by the said Minister.

SCHEDULE E (CHAP. II., PART 6).

ADDITIONAL COVENANTS.—EURACK ESTATE.

16. That these presents are upon this further condition that the lessee for the time being shall keep open and free from obstruction and to the satisfaction of the Minister for Lands all drains cuts channels and water-courses on the land and such portions adjacent to the land hereby demised and be upon any road or reservation abutting or bounding the same or any part thereof and within a distance of not more than sixty-six feet from such part.

17. That these presents are upon this further condition that if it be proved to the satisfaction of the Minister for Lands that for the effective drainage of any Farm Allotment it is necessary to provide a drainage course through any other Farm Allotment the lessee of the former allotment shall have the right to cut and use a drain of such dimensions and along such a course as may be authorized by the said Minister.

18. That these presents are upon this further condition that the lessee shall before the end of the first year from the commencement of this lease plant an area of _____ and before the end of the second year from such commencement plant an area of _____ of the land demised with trees of such kinds as may be approved by the Minister for Lands and will during the currency of the lease maintain such planted areas in proper order to the satisfaction of the Board. Provided always that if the trees required cannot be supplied from the State Nurseries within such time as will admit of the planting of the trees during the prescribed periods the Minister of Lands may grant in either case such additional period as may appear to him to be necessary.

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

THOS. BRISBANE,
Clerk of the Executive Council.



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