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[1907.

REGULATIONS FOR THE DISPOSAL OF LANDS ACQUIRED UNDER
THE CLOSER SETTLEMENT ACTS.

At the Executive Council Chamber, Melbourne, the third day of December, 1907.

PRESENT :

His Excellency the Governor of Victoria.

Mr. Davies
Mr. Sachse

Mr. Pitt.

WHEREAS by section 55 of the *Closer Settlement Act* 1904 (4 Edw. VII. No. 1962) it is provided that the Governor in Council may make regulations prescribing, amongst other things, the form and manner of application for allotments, and the issue of permits for immediate occupation of allotments, and the rates of registration permit and lease fees payable, and generally for fully carrying out the objects and purposes and guarding against evasions and violations of the said Act : Now therefore His Excellency the Governor of the State of Victoria, by and with the

advice of the Executive Council thereof, doth hereby make the following Regulations, to have effect from 3rd December, 1907, and to rescind all Regulations previously made under the Closer Settlement Acts 1904 and 1906, that is to say :—

REGULATIONS FOR THE DISPOSAL OF LANDS ACQUIRED UNDER THE CLOSER SETTLEMENT ACT 1904 (4 EDW. VII. No. 1962) AND THE CLOSER SETTLEMENT ACT 1906 (6 EDW. VII. No. 2067).

REGULATIONS.

AS TO FARM ALLOTMENTS.

1. No applicant for an allotment lease shall be under the full age of twenty-one years.
2. Any person qualified to become an applicant may, in the same application, apply for some particular allotment, or alternatively for some one of several allotments to be named in his application.
3. Every application shall be in the form or to the effect set forth in Form I. of the First Schedule hereto, and every applicant shall make the declaration therein set forth, or to that effect.
4. Every intending applicant for an allotment lease shall cause to be delivered, either to the Secretary to the Board, or to some one of the class of officials nominated for that purpose in the *Gazette* notice in which it is announced that allotments are available for transmission to the Secretary, an application particularizing the allotment applied for, or where an allotment is applied for in the alternative particularizing the several allotments, any one of which is applied for in the form, with all questions set out in the form fully answered to the best of the applicant's information, knowledge, and belief by the applicant himself.
5. Every applicant shall lodge with his application a deposit, consisting of an amount equal to one instalment of the purchase money of the allotment of the highest value of those applied for, together with the sum of One pound five shillings—£1 to defray the cost of the preparation of the lease, and 5s. the registration fee. The deposit may be made either in cash or by post-office order, or postal note, or bank draft.
6. The Secretary to the Board, or the officer with whom the application is lodged shall indorse the same with the date that it was lodged with him, and, in the case of an officer other than the Secretary, such officer shall forthwith transmit the application with the instalment of purchase money, the registration fee, and the lease fee to the Secretary.
7. The proclamation announcing that allotments are available shall also notify where plans of subdivision may be inspected by intending applicants, and the date up to which applications will be received, and the date when, and the place where applications for leases and objections to such applications will be publicly heard by the Board, or a person or persons appointed by the Board to hear the same, and report thereon in writing to the Board.
8. At least seven days before the date of such public investigation the Secretary to the Board shall notify, by post, every person who, in his opinion, is interested in any application of the date of the investigation.
9. The Chairman, or any official appointed to conduct the investigation on behalf of the Board, may, when obtaining evidence from any person, require that such evidence be given in the form of a statutory declaration, duly taken down in writing, and signed by him, and countersigned by the Chairman or official taking the same.
10. In case the Board considers further inquiry necessary in respect of any application before dealing with it, it may require the applicant to appear before it for examination, or may require the applicant to supply any further information it may consider necessary.
11. Where there are two or more applications for the same allotment, the Board shall, unless for special reasons to be recorded by the Board, give preference to any applicant who is landless over one who already owns land or occupies land with a right to acquire the fee-simple thereof.
12. When the Board has decided to recommend the grant of a lease, the amount deposited in respect of the first instalment by an applicant shall be carried to account in payment of his first half-year's purchase money, and the Board shall, in due course, cause the lease to be prepared, and submit it to the Minister for execution by the Governor in Council.
13. In the event of an application for a lease being granted, and the amount of the deposit lodged being in excess of the amount of one instalment of purchase money, the amount in excess shall be returned to the applicant, or, on the refusal of an application, the Board shall return the amount forwarded as the deposit in respect of the first instalment of purchase money and the lease fee to the unsuccessful applicant or his order, but the registration fee shall in no case be returned.
- 13A. No lease shall issue to a person who, at the date of his application, is directly or indirectly, either by himself or jointly with any other person or persons, the owner of any other land in Victoria, his interest in which, with the allotment applied for, would exceed in value £1,500, or, where there is a homestead, £4,000.
14. Upon payment of the valuation (if any) for improvements there shall be issued to the approved applicant a permit to enter into immediate occupation of the land indicated therein, in the form or to the effect of that contained in the Second Schedule hereto.
15. Every application for the consent of the Board to occupation by the wife, or any specified child of a lessee over eighteen years of age, or, if he has no wife or has no child over that age, by his father or mother, if dependent upon him for support, being allowed to count as occupation for any period, shall be in the form or to the effect of that contained in the Sixth Schedule hereto.
16. Any lessee who may desire to absent himself from his allotment for a period in all not exceeding four months in any one year of the currency of his lease, shall notify the Board, in the form prescribed in the Fifth Schedule hereto, which shall be registered in a book kept for that purpose in the office of the Board.
17. For the purpose of determining whether the lessee has put upon the land substantial improvements to the value and within the time prescribed by section 49 of the *Closer Settlement Act 1904* (but for no other purpose), the Board shall keep a record of the value of all substantial improvements existing on the land at the date of the lease, which improvements shall be deemed to be improvements required by the Act, provided that such improvements shall be deemed to be improvements made by him to the extent only to which he has paid the instalments due thereon, and also all capital sums paid by the lessee in respect of the value of buildings under clauses 14 and 18 of these regulations, nevertheless to the extent only of the actual value of such of the said improvements and buildings as are subsisting at the time when their value is included as aforesaid.
18. In the case of land with buildings thereon which have been valued separately other than the "Homestead" allotment, or on which buildings have been erected or improvements effected by the Board under section 9 of the *Closer Settlement Act 1906*, the following special provisions shall apply :—
 - (1) The applicant shall sign the form of charge set forth on the Tenth Schedule hereto, which charge shall be indorsed on the applicant's lease, and shall set forth the ascertained value of the buildings or improvements, and the amount so set forth shall be final and conclusive evidence of such value.
 - (2) The amount so set forth, together with interest thereon at the rate of 5 per cent. per annum, shall be paid by the lessee by equal half-yearly instalments, extending over such period, being not more than twenty years, as, with the approval of the Minister, the Board thinks fit to determine.

- (3) Such instalments, computed in the manner prescribed by section 41 of the *Savings Bank Act 1896*, shall be payable in the manner and on the dates hereinbefore appointed for the payment of purchase money: Provided that the lessee may at any time pay the whole or any less number of the then future instalments, or any portion thereof, under a duly proportionate rebate of interest.
- (4) The lessee shall, at his own cost in all things, insure the buildings and keep them insured in the name of the Secretary, Lands Purchase and Management Board, in an amount equal to the full insurable value thereof, in some reputable insurance office, to be first approved by the Board.
- (5) The lessee shall deposit with the Board the policy of insurance forthwith upon effecting the insurance, and shall also duly pay all premiums in respect thereof, and deposit with the Board each premium-receipt not later than the forenoon of the day on which such premium becomes payable.
- (6) If the lessee at any time fails or neglects to effect or maintain such insurance, or to duly pay any such premium or deposit such policy or receipt, it shall be lawful for but not obligatory on the Board, at the cost in all things of the lessee, to effect such insurance in such sum as aforesaid, or in any other sum, or to pay such premium as it thinks fit.
- (7) In the event of the buildings so insured, or any of them, being destroyed or damaged by fire, all moneys payable to His Majesty under the insurance shall be dealt with by the Board, who, after deducting the expense (if any) incurred in recovering the same, shall, in its discretion, apply the residue thereof, or a sufficient part thereof, either in or towards restoring the buildings or in or towards paying the unpaid instalments (a duly proportionate rebate of interest being made in the case of instalments not then due), and any surplus shall be payable to the lessee.
- (8) Every such instalment as aforesaid, as it becomes due, and every sum paid by the Board in respect of cost of insurance, shall be payable by and may be recovered from the lessee in the same manner as purchase money.
19. In the event of the forfeiture or surrender of the lease, the provisions of the *Land Act 1901*, respecting valuation of improvements and the payment or other disposal thereof shall, so far as the same are applicable, apply to the improvements made by the lessee.
20. The ordinary lease shall be in the form or to the effect set forth in the Third Schedule hereto, with the appropriate modifications as indicated applicable to the class of allotment applied for. In the case of an allotment where special conditions are to be inserted, the ordinary form shall be used, with such additions and alterations as the circumstances may require.
21. The certificate to be given by the Lands Purchase and Management Board of compliance by a lessee of an allotment with the terms, covenants, or conditions of his lease, as regards improvements, may be in the form or to the effect of that contained in the Ninth Schedule hereto.
22. Application for the consent of the Lands Purchase and Management Board to the transfer or mortgage of a Conditional Purchase Lease shall be in the form or to the effect set forth in the Seventh Schedule hereto (Form I.), and the consent of the Board shall be in the form or to the effect of that contained in the Seventh Schedule hereto (Forms II. and III. respectively).
- AS TO AGRICULTURAL LABOURERS' ALLOTMENTS.
23. Every application shall be in the form or to the effect set forth in Form I. of the First Schedule hereto, and every applicant shall make the declaration therein set forth or to that effect.
24. No person shall be capable of applying for or holding any allotment if at the date of his application he is, directly or indirectly, either by himself or jointly with any other person or persons, the owner of any other land in Victoria, his interest in which, with the allotment applied for, would exceed in value £200.
25. The lease shall be in the form or to the effect set forth in the Third Schedule hereto, and may contain such additional provisions, not inconsistent with the *Closer Settlement Act 1904*, or these regulations, as the Board thinks fit.
26. Advances under section 9 of the *Closer Settlement Act 1906* may be made subject to the following conditions:—
- (1) An advance of not more than £250 may be made to a lessee towards the cost of erecting his dwelling-house or outbuildings, or making improvements on his allotment.
 - (2) Such advance shall not exceed one-half of the total cost to the lessee of the improvements effected on the land and paid for by the lessee.
 - (3) An application shall be made in the form set forth in the Fourth Schedule hereto, and submitted to the Governor in Council with the Board's report and recommendation. If the Governor in Council approves of the recommendation the Board shall notify the applicant of the decision.
 - (4) If the applicant does not within twenty-eight days of being so notified intimate that he accepts the terms offered, or if such applicant does not thereafter, on request, duly execute the necessary securities, his application shall be deemed to be withdrawn.
 - (5) No advance shall be made unless and until the applicant has signed the form of charge in the Tenth Schedule hereto, which charge shall be indorsed on the applicant's lease.
 - (6) No advance shall be made save on the written certificate of an Inspector appointed in that behalf by the Board, specifying the total value of the work done by the lessee, and the amount of the advance to which he is entitled, and certifying that such work has been well and faithfully done, and to the Inspector's satisfaction.
 - (7) Such advance, together with interest thereon at the rate of 5 per cent. per annum, computed from the date of the advance, shall be repayable by the lessee to the Secretary to the Board on the half-yearly purchase money days by equal half-yearly instalments, extending over such period, being not more than twenty years, as with the approval of the Minister the Board thinks fit to prescribe: Provided that the lessee may, at any time during such period, repay the whole or any less number of the then future instalments, or any portion thereof, under a duly proportionate rebate of interest.
 - (8) The amount of the instalments shall be computed in the manner prescribed by section 41 of the *Savings Bank Act 1896*, and a certificate under the hand of the Board shall at all times and from time to time be conclusive evidence as to the date and amount of the advance, the amounts and due dates of the instalments, and the sums paid and unpaid in respect thereof.
 - (9) As long as any such instalment remains unpaid the provisions of sub-clause (8), and as long as any such instalment in respect of a dwelling-house remains unpaid, the provisions of sub-clauses (3) to (8), inclusive, of clause 31 of these regulations shall apply.
27. The provisions of clauses 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, and 22 of these regulations shall, *mutatis mutandis*, apply to lands acquired under the *Closer Settlement Acts*, and disposed of under the agricultural labourers' allotment system.
- AS TO ALLOTMENTS FOR WORKMEN'S HOMES.
28. Every application shall be in the form or to the effect set forth in Form II. of the First Schedule hereto, and every applicant shall make the declaration therein set forth or to that effect.

29. No lease shall issue, except to a person who is engaged in some form of manual, clerical, or other work for hire or reward, nor to a person who at the date of his application is directly or indirectly, either by himself or jointly with some other person, the owner of or beneficially interested in any other land in Victoria his interest in which, if town or suburban land, exceeds one-eighth of an acre, or, if country land, exceeds fifty acres, in area, or whose real and personal estate exceeds in value £250.

30. Each applicant must satisfy the Board that he possesses the following qualifications:—

- (1) That he is a workman as hereinbefore defined.
- (2) That he has the means to erect a suitable house on the land for himself and his family, and to fence and cultivate the land, or that there is a reasonable probability that he will be able to do so with the assistance of any advance that may be made to him under the provisions in that behalf hereinafter contained, or otherwise.
- (3) That he is in all respects a deserving and suitable person.

31. If any applicant fails to satisfy the Board as to any of the aforesaid qualifications, his application shall be void.

32. A lessee shall not erect a second-hand dwelling on the land comprised in his lease without the consent of the Board in writing has first been obtained.

33. In cases of certain estates in which it is desired that special conditions in regard to improvements shall be inserted in the leases, the conditions published in the *Government Gazette* at the time the land is made available shall apply.

34. The lease shall be in the form or to the effect set forth in the Third Schedule hereto, and may contain such additional provisions, not inconsistent with the Closer Settlement Acts, or these regulations, as with the approval of the Minister the Board thinks fit.

35. The provisions of clauses 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, and 50 of these regulations shall, *mutatis mutandis*, apply to allotments disposed of for workmen's homes.

In proof of my fitness and qualifications to hold the land applied for, I hereby make the following replies to the undermentioned questions:—

Question.	Answer.
1. How old were you last birthday?	
2. What means (including stock and agricultural implements or machinery) do you possess for stocking and cultivating the land, and erecting suitable buildings thereon; and what is the total value thereof? State cash in hand or in bank separately	
3. Have you means sufficient, in your estimation, to enable you to profitably work the land and fulfil the conditions of the lease? If not, state how you propose to do so.	
4. Do you desire the Government to assist you in making improvements? If so, to what extent?	
5. What experience have you had in cultivating agricultural land or in dairying?	
6. What is your present occupation?	
7. Are you married? If so, has your wife (or husband) had any experience in cultivating land, in farm-work, or in dairying? Give particulars.	
8. Have you any family? If so, state the number and sex of your children now living with you, and their ages.	
9. What land do you hold or have an interest in? Give particulars of the allotment, section area, and value of such land, and say whether it is freehold, leasehold, or what other tenure, specifying also what portion of it (if any) is country and what portion (if any) is town or suburban land.	
10. What land does your wife (or husband) hold, or have an interest in? Give particulars as above.	
11. Have you previously applied for a Closer Settlement allotment? If so in what Estates?	
12. In the event of your application being successful, are you prepared to make your home on the estate?	

FIRST SCHEDULE.

FORM I.

APPLICATION FOR CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT OR AGRICULTURAL LABOURER'S ALLOTMENT.

I, _____ hereby apply for a conditional purchase lease of one of the allotments described hereunder, and deposit herewith the amount of the first instalment of the purchase money prescribed in respect of the allotment which is greatest in value, plus £1 for preparation of lease and 5s. registration fee.

Number in priority of choice.	Parish.	Allotment.	Section.	Area.	Total Value.	Deposit.	Report re Receipt of Deposit.
							Amount lodged
							Date
							Receipt No. Book
							Collector of Imposts.
							at

Declaration.

I,* of _____ do solemnly and sincerely declare that I am not under twenty-one years of age; and that with respect to this application I am not an agent, or a servant of, or a trustee for, any other person; that I have not entered into nor promised to enter into any agreement to permit any other person to acquire by purchase or otherwise the land in respect of which this application is made, or any part thereof, or my interest therein, or the usufruct thereof; that I am not already the holder of any land the value of

* Here state name in full and postal address.

CONDITIONS WITHIN REFERRED TO.

1. That as from the date of the issue of this permit up to the date of the due execution of the conditional purchase lease by him or the revocation of the permit by the Board, whichever event shall first happen, the licensee shall become liable to pay and shall pay to the Board an occupation fee or rent.

2. The occupation fee or rent payable by the licensee under this permit shall accrue due from day to day, and be based on the amount apportionable to a day on an annual rent equivalent to two half-yearly instalments, payable under the contemplated conditional purchase lease of the same land.

3. To the extent to which the amount is available, and so far as may be necessary, the sum lodged by the licensee in connexion with his application for a conditional purchase lease of the land the subject of this permit shall, if no conditional purchase lease be executed by the licensee, within six months from the date of the issue of this permit be appropriated and applied to discharging the licensee's obligation under this permit.

4. In the event of a conditional purchase lease not having been executed by the licensee within six months from the issue of this permit, and this permit remaining unrevoked, the licensee shall forthwith at the end of each period of six calendar months for so long as a conditional purchase lease remains unexecuted, or until this permit be revoked, on the first day of the calendar month succeeding deposit with or pay to the Board an amount equivalent to the amount of the half-yearly instalment of principal and interest payable in respect of a conditional purchase lease had the same issued for the same land to the licensee, and so much of the amount received in respect of every such deposit payment as is necessary shall from time to time be appropriated and applied to discharge the licensee's obligation under this permit.

5. In the event of a conditional purchase lease being in due course executed by the licensee which is limited to commence at a date anterior to such execution by him, any money in the nature of an occupation fee or rent paid by the licensee or set off by the Board against any money of his in its hands or under its control apportionable to such part of the time during which this permit has effect as is coincident with the time between the date of the said lease and the day of its due execution shall be credited to discharging, so far as the same is available, the licensee's obligations in connexion with an instalment or instalments of principal and interest due under the reservation in his conditional purchase lease for the same period.

6. In the event of the revocation of this permit prior to the issue of a conditional purchase lease to him, if the licensee has given possession of the allotment to the Board, he shall be entitled to a refund or any balance of money in the hands of the Board (if any) not required to discharge his obligations in respect of rent or occupation fees due to the Board under the conditions of this permit, calculated from the issue of this permit up to delivery or possession to the Board.

7. In case the rent or occupation fee payable under this permit or the sixth-monthly deposit hereinbefore provided for if and whenever the same be in arrear for fourteen days, whether the same shall have been legally demanded or not, the Board, by its bailiff or other person authorized by it in that behalf, may levy the same by distress, and may seize and distrain all cattle, goods, chattels, and effects whatsoever in or about the allotment the subject of this permit, or on land in the occupation of the licensee adjacent, and every distress there made, may sell and dispose of as landlords may do for rent in arrear under demises of land, and out of such distress or the moneys produced by the sale thereof, may retain sufficient to satisfy its claim under this permit and all expenses incurred in or about the said distress and such sale or otherwise incidental thereto.

FORM II

Closer Settlement Act 1904 as amended by the Closer Settlement Act 1906.

CERTIFICATE TO SECURE PERMIT TO ENTER INTO OCCUPATION OF AN ALLOTMENT.

This is to certify that Mr. _____ of _____ has this day paid the sum of _____ pounds shillings _____ pence, being the amount of passage money for _____ fares (see back hereof) from _____ to Melbourne, Victoria, per s.s. _____ in connexion with his application for allotment _____ on the _____ Estate.

Agent-General,
Immigration Agent.

Date

THIRD SCHEDULE.

I.

CONDITIONAL PURCHASE LEASE OF FARM ALLOTMENT.
Entered in the Register Book, vol. _____, fol. _____.

This Indenture, dated 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, 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 Lands Purchase and Management Board (hereinafter referred to as the "Board") of the second part, and _____ of _____ (hereinafter called the "lessee") of the third part: Whereas the lessee under the provisions of the *Closer Settlement Act 1904*, has become an applicant for the conditional purchase by half-yearly instalments of _____ each, and a final instalment of _____ of the farm allotment hereinafter referred to (the same being a Closer Settlement allotment within the meaning of the said Act), 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), amounts in the whole to the sum of _____: And whereas the lessee has, with his application, paid the sum of _____ on account of the first half-yearly instalment of principal and interest (which instalment has been calculated in accordance with the table in force 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, adopted by the Board prepared in the form of the table in the Second Schedule to the *Savings Bank Act 1890 Amendment Act 1896*, and approved by the Governor in Council): 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 fifty feet below the surface, of all that piece of land in the State of Victoria, being allotment of section _____, parish of _____, county of _____, containing _____, and shown with the measurements and abutment 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, in accordance with the provisions and conditions hereinafter expressed and contained, of such parts of the said land as may from time to time be required for reserves for public purposes, roads, railways, canals, reservoirs, or for mining purposes, such parts of the said land when the same are 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 reserving and excepting to His Majesty and his licensees the right to make water-races and to lay water pipes over the land hereby demised, without payment of compensation: Provided, nevertheless, that in any such case the purchase money of the land hereby demised shall be reduced proportionately to the value of the area taken, and further reserving and excepting to His Majesty all such gravel and stone on the land demised for making or maintaining roads as may be required, with full and free right and liberty to His Majesty and his licensees to enter upon the land hereby demised, and to search for and take and remove any gravel or stone thereon or thereunder as may appear fit for the purpose: Provided always that the lessee shall be entitled to compensation for any surface damage caused by such entry or removal, but no other compensation or other equivalent whatsoever, 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 whatsoever 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 persons 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, and a final instalment of _____ on the first day of _____, and the first day of _____ in every year clear of all deductions. Payment of the first of such half-yearly instalments having been made, the next of the said half-yearly payments to be made on the first day of _____, that will be in the year One thousand nine hundred and _____, and the final instalment to be made on the first day of _____ next following the expiration of the term hereby created. And the lessee doth hereby for himself, his heirs, executors, administrators, and assigns, covenant and agree with His Majesty, his heirs and successors, and with the Board, that he, the lessee, his executors, administrators, or assigns will observe and perform and be bound by the several covenants, conditions, provisos, agreements, acts, matters, and things hereinafter contained (that is to say):—

1. That he or they will pay the instalments payable hereunder at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.
2. That he or they will, during the continuance of this demise, pay all existing and future rates, assessments, and taxes for the time being payable either by landlord or tenant in respect of the said premises.
3. That these presents are upon this condition: that the lessee, unless prevented by illness, certified to the satisfaction of the Board, will, during the currency of this lease, personally reside on the land demised eight months during each year; this condition of personal residence may be complied with to the satisfaction of the Board in accordance with the provisions of section 84 of the *Land Act 1901*, and these presents are on this further condition that upon a transfer of these presents, pursuant to law, the transferee shall personally reside on the allotment for eight months during each and every year of the currency of this lease: Provided that for the purposes of this condition a residence shall be deemed to be complied with if the lessee, with the consent of the Board, resides with his family either on any part of the estate of which this allotment formed a portion when acquired by the Board, or on any land adjacent thereto.
4. That these presents are upon this further condition: that neither he nor they will transfer, assign, mortgage, sub-let, 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 the *Closer Settlement Act 1904*, and such person shall be, with respect to this lease, in the same position as though he had been the original lessee: Provided in case this lease is assigned to any person by such assignee or trustee in insolvency or the executors or administrators of the lessee, such lessee not having personally resided on the allotment pursuant to the conditions of these presents in that behalf, or no proof satisfactory to the Board being given of such residence, the Governor in Council may date such assigned lease so as to enable the new lessee to comply with the said condition of residence, and

may make such adjustments of the purchase money as are necessary, and these presents shall be read and construed accordingly.

5. That he or they, after the expiration of the six years in the last preceding clause mentioned, will not transfer, assign, or mortgage any part of the land hereby demised without the written consent of the Board first had and obtained, it being a condition of these presents that if at any time after the expiration of the first six years hereof the Board is satisfied that all the covenants and conditions hereof have been complied with, that the lessee may, with the written consent of the Board, transfer, assign, mortgage, sub-let, 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 to the satisfaction of the Board, commence and continue to destroy, and will, within three 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 of 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 three 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 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 be equivalent in value to at least two instalments payable for the said land before the end of the first year from the commencement of this lease, and to the value of Ten pounds per centum of the said purchase money payable therefor before the end of the third year from the commencement of the lease and to the value of a further Ten pounds per centum of the said purchase money before the end of the sixth year from such commencement.
9. That he or they will, at all times during the term of the lease, keep in good repair and condition, to the satisfaction of the Board, and insured in an amount equal to the full insurable value thereof, all buildings and erections for the time being standing on the land, and will not destroy, pull down, or remove them, or any part thereof, without the previous permission of the Board in writing.
10. That he or they, not being the holder of a mining or mineral lease, him or them permitting, will not open up any mine on the land comprised in this lease without the previous permission of the Board in writing.
11. That neither he or they will cut down or remove any of the trees growing on the land hereby demised without the consent of the Board in writing first obtained.
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 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 prescribed pursuant to the *Closer Settlement Act 1904* from time to time by the Governor in Council.
14. That he or they will, on or before the 31st day of July in each year, forward to the Board a statement in the form for the time being prescribed, or if none such there be, a statement showing how the

land thereby demised has been utilized during the twelve months ending the 30th day of June next preceding the date of such statement.

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 any portion of the land hereby demised for the purpose of resuming the same, if required, for any public purposes, roads, railways, canals, reservoirs, or for mining purposes. And further, that in the event of such entry the lessee, his executors, administrators, and assigns, or any mortgagee, will remove any improvements from off the land so resumed, and relinquish and give up possession of the same to His Majesty. There shall be paid by His Majesty the actual cost of removing and re-erection of and any actual depreciation in value caused by such removal and re-erection of such improvements, and the amount of loss sustained in consequence of the relinquishment of any improvements not removable, and the portion of principal repaid, 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 instalment covenanted to be paid hereunder shall be in arrear, whether the same shall have been legally demanded or not, or if and whenever there shall be a breach of any of the covenants and agreements positive or negative by the lessee hereinbefore contained, and this lease be avoided either by operation of law or by a determination of the Governor in Council hereinbefore provided, then these presents and the term hereby created shall be void and of no effect, and immediately upon these presents and the term hereby created becoming void and of no effect it shall be lawful for any bailiff of the Crown lands or for any other agent 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 forever to expel and remove therefrom without any legal process whatsoever and as effectually as any sheriff might do in case His Majesty had obtained judgment in ejectment for recovery of possession of the said land, and a writ of *habere facias possessionem* or other process had issued on such judgment directed to such sheriff in due form of law. And that in case of such entry and any action being brought or other proceeding taken for or on account of the same by any person whomsoever the defendants or defendant to such action may plead leave and licence in bar thereof, and these presents shall be conclusive evidence of the leave and licence of the lessee, his executors, or administrators, and all persons claiming from under or through him or them to any bailiff of Crown lands, and all persons acting in the matters complained of in such action or other proceedings: Provided nevertheless that a forfeiture for non-payment of any half-yearly instalment may be prevented for one month by the payment of a fine at the rate of Five pounds per centum per annum, and for each additional month not exceeding eleven by an additional One pound per centum per month, at the end of twelve months forfeiture shall be prevented only by the payment of the whole amount of instalments due: Provided further that no forfeiture shall operate to extinguish any debt to the Crown in respect of such instalment. If the lessee is unable at the end of any half-year to pay his instalments the Board may, if the lessee has complied with the conditions of these presents, suspend payment of such instalments as will not exceed sixty per centum of the value of the improvements effected on the land over and above any incumbrance thereon and allow him to pay the arrears of instalments and interest thereon in one amount or spread over a definite time, or may extend the lease for a corresponding time.

18. That these presents are upon this further condition: that at any time after the expiration of the first twelve years of this demise, provided the Board is

satisfied that all the covenants and conditions hereof have been complied with, and the fencing and improvements maintained, and that the full purchase money for the land and for any improvements has been paid, the lessee or his representatives shall be entitled to a grant in fee of the lands hereby demised, subject to such covenants, conditions, exceptions, and reservations as the Governor in Council may direct. The amount to be paid by the lessee who is not in arrear with his half-yearly instalments, and who at the end of any half-year desires to acquire the fee-simple of the land hereby demised after the expiration of twelve years, but before the expiration of this lease, shall be an amount equal to the balance of the principal together with an amount representing the premium (if any) at which stock or debentures may be re-purchased on such date of payment of the balance of purchase money.

19. This lease is on this further condition that the lessee shall before the end of the third year from the commencement of this lease plant an area of one per centum of the land hereby demised, and before the end of the fifth year from such commencement plant an additional area of one per cent. of the land hereby demised with shelter trees of such kind as may be approved by the Board, and during the currency of this lease maintain such area in proper order to the satisfaction of the Board.

20. This lease is on this further condition that if it be proved to the satisfaction of the Board that for the effective drainage of any Closer Settlement allotment it is necessary to provide a drainage course through the land hereby demised, the lessee of such allotment shall have the right to cut a drain of such dimensions and along such a course as may be authorized by the Board.

21. That these presents are upon this further condition that the lessee shall 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 now upon the land hereby demised.

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 Lands Purchase and Management Board hath hereunto affixed its common seal, and the lessee hath hereunto set his hand and seal.

The common seal of the Lands Purchase and Management Board was hereunto affixed the day of _____ in the year of our Lord One thousand nine hundred and _____, in the presence of—

Chairman or Member.
Secretary.

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

II.

CONDITIONAL PURCHASE LEASE OF WORKMAN'S HOME ALLOTMENT.

The conditional purchase lease of a workman's home allotment shall be in a form to the like effect as the preceding, with necessary verbal alterations, except that clause 7 in the above form relating to fencing and clause 8 relating to improvements shall be omitted, and, in lieu of those clauses, clauses to the following effect shall be inserted:—

7. That he or they will within one year from the date of this lease, unless sooner called upon under the provisions of the *Fences Act* 1890, to the satisfaction of the Board, enclose the land hereby demised with a substantial and sufficient fence.
8. That these presents are upon this condition: that the lessee shall, to the satisfaction of the Board within one year from the date of these presents, erect on the allotment hereby demised a substantial dwelling-house of a value of at least Fifty pounds, and within two years from the said date also make substantial improvements thereon (in addition to the fencing hereinbefore referred to, and the erection of the said dwelling-house) of a value of at least Twenty-five pounds.
9. That these presents are upon this further condition: that not more than one residence and not more than one place of business shall be erected on the land hereby leased.

III.

CONDITIONAL PURCHASE LEASE OF AN AGRICULTURAL LABOURER'S ALLOTMENT.

The conditional purchase lease of an agricultural labourer's allotment shall be in a form to the like effect as the form prescribed for farm allotments, with any necessary verbal alterations, except that clause 7 in the form referred to relating to fencing and clause 8 relating to improvements shall be omitted, and in lieu of those clauses clauses to the following effect shall be inserted:—

7. That he or they will within two years from the date of this lease, unless sooner called upon under the provisions of the *Fences Act 1890*, enclose the land hereby demised with a substantial and sufficient fence.
8. These presents are upon this condition: that the lessee shall, to the satisfaction of the Board within one year from the date of these presents, erect on the allotment hereby demised a substantial dwelling-house of a value of at least Thirty pounds.

FOURTH SCHEDULE.

Closer Settlement Acts.

APPLICATION BY LESSEE OF ALLOTMENT FOR ADVANCE.

Signature—
I, the undersigned, being the lessee under the Closer Settlement Acts, of the allotment referred to in the margin, hereby apply for an advance of £ out of the Closer Settlement Fund to assist me in effecting improvements on the said allotment, or in defraying the cost of the buildings erected or to be erected thereon.

In the event of the Board granting the advance applied for, either in whole or in part, I agree to pay interest on the same at the rate of Five pounds per centum per annum, and to repay the amount advanced by equal half-yearly instalments extending over a period of years

I also agree to erect a house according to plans and specifications approved by the Board's architect, the value of same to be at least £, and to deposit copies of such plans and specifications with the Board if required, and complete the form of contract provided by the Board.

Signature—
Address—
Dated at the day of 19
To the Lands Purchase and Management Board.

FIFTH SCHEDULE.

FORM OF NOTICE OF INTENTION TO BE ABSENT FROM ALLOTMENT.

To the Lands Purchase and Management Board.

Being the holder of a lease to occupy as a allotment the land specified in the margin hereof, I hereby notify the Board that it is my intention to be absent from the allotment so leased for a period not exceeding commencing on and terminating on both inclusive, and that my address during such absence will be and I request you to register such absence in accordance with the provisions of the Closer Settlement Acts.

Dated this day of
Signature—
Postal address—
Witness—

SIXTH SCHEDULE.

APPLICATION FOR CONSENT TO SUBSTITUTED OCCUPATION.

To the Lands Purchase and Management Board.

Estate— As the home of my family is situate upon the
Parish— *Form*
Allotment— *Workmen's Homes* allotment specified in
Section— *Agricultural Labourers'*
Area— the margin, and held by me under Conditional Purchase lease under the *Closer Settlement Act 1904*, and as I desire to be absent therefrom for the purpose of I hereby apply for the consent of the Lands Purchase and Management Board to occupation in my stead for a period of commencing on by*

* Here insert, as occasion may require, name of qualified person, describing therein, as the fact may be, as "my wife" or "a son daughter, of mine over the age of eighteen years," or "my father who is dependent on me for support."

Dated this day of
Signature—
Postal address—

SEVENTH SCHEDULE.

FORM I.

APPLICATION TO MORTGAGE OR TRANSFER A CONDITIONAL PURCHASE LEASE UNDER THE CLOSER SETTLEMENT ACTS.

To the Lands Purchase and Management Board.

Estate— Being the holder of a Conditional Purchase Lease under the Closer Settlement Acts of the land specified in the margin, and having paid all rents and fees due thereon, and otherwise complied with all the covenants and conditions of the said lease, I hereby apply for the consent in writing of the Lands Purchase and Management Board to the transfer or mortgage of the said lease to

Signature—
Occupation—
Postal Address—

Date of Lease—

Declaration.

I, of in the State of Victoria, do solemnly and sincerely declare that I have resided on the Estate for a period of not less than years from the date of my lease; that chains of fencing have been erected on the land of the value of per chain, and that other improvements upon the said land have been made to the value of £ and that my reasons for desiring to mortgage are transfer

The amount of the proposed mortgage is £ at the rate of per cent. per annum, for a term of years from

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

Signature—
Declared before me, at in the State aforesaid, this day of in the year of our Lord One thousand .
Justice of the Peace in and for the State of Victoria, or Commissioner for taking Declarations and Affidavits.

DECLARATION BY PROPOSED TRANSFEREE.

I, of hereby declare that the value of the area I now desire to obtain by transfer would not, if added to the value of the area already owned by

me, exceed £ ; that I am not under twenty-one years of age.

SEVENTH SCHEDULE.

Questions.	Statements in Reply.
1. Do you own any land in fee simple? If so, state the number of acres, and situation.	
2. Do you know the conditions of the Closer Settlement Acts, and are you prepared to comply with them?	
3. Have you obtained a Conditional Purchase lease under the Closer Settlement Acts by application or transfer? If so— When? Parish? Area?	

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

Signature—
Occupation—
Postal Address—

Declared at _____ in the State of Victoria, this _____ day of _____ before me

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

* The magistrate's signature is only required here in cases where the applicant is a marksman, and can neither read nor write.
* I hereby certify that this declaration was read to the declarant in my presence _____ day of _____
Justice of the Peace in and for the _____ Bailiwick of the State of Victoria, or Commissioner for taking Declarations and Affidavits.

NOTE.—Conditional Purchase leases cannot be transferred, assigned, mortgaged, or sublet during the first six years of such lease.

SEVENTH SCHEDULE.

FORM II.

No. of Certificate.

The Closer Settlement Acts.

CERTIFICATE OF CONSENT OF LANDS PURCHASE AND MANAGEMENT BOARD TO TRANSFER OR SUBLETTING OF A CONDITIONAL PURCHASE LEASE UNDER THE CLOSER SETTLEMENT ACTS.

Office of the Lands Purchase and Management Board, Melbourne.

This is to certify that the Lands Purchase and Management Board has consented to the {transfer by } by {subletting } of _____ of the Conditional Purchase Lease comprising allotment _____ section _____ parish of _____ acres _____ roods _____ perches, to _____ Estate, and containing _____ of _____

The common seal of the Lands Purchase and Management Board was hereunto affixed this _____ day of _____ in the presence of—

Chairman.
Secretary.

FORM III.

No. of Certificate

CERTIFICATE OF CONSENT OF THE LANDS PURCHASE AND MANAGEMENT BOARD TO THE MORTGAGE OF A CONDITIONAL PURCHASE LEASEHOLD UNDER THE CLOSER SETTLEMENT ACTS.

Office of the Lands Purchase and Management Board, Melbourne.

This is to certify that the Lands Purchase and Management Board has consented to the mortgage by _____ of _____ for a term of _____ years from the _____ day of _____ 190_____ of the Lease under section _____ of the _____ held by _____ for allotment _____ section _____ parish of _____ containing _____ acres _____ roods _____ perches, to _____ of _____ to secure repayment of the sum of _____ together with interest at the rate of _____ per centum per annum.

The common seal of the Lands Purchase and Management Board was hereunto affixed this _____ day of _____ 190_____ in the presence of—

Chairman.
Secretary.

EIGHTH SCHEDULE.

Closer Settlement Acts.

STATEMENT OF LESSEE OF AN ALLOTMENT UNDER CONDITIONAL PURCHASE LEASE AS TO THE PERFORMANCE OF THE COVENANTS OF HIS LEASE.

Estate— _____ Being the holder of a Conditional Purchase
Parish— _____ Farm
Allotment— _____ Lease to occupy as a Workman's Home
Section— _____ Agricultural Labourers'
Area— _____ allotment the land specified in the margin
Date of Lease— _____ hereof, and having occupied the said land for _____

one _____
a period of at least two _____ years, and having _____ six

complied with the conditions of such lease, I hereby apply for the certificate of the Lands Purchase and Management Board for the improvements thereon; and I send herewith, in support of such application, my declaration that I now make the said application in conformity with and not in violation of any of the provisions of the Closer Settlement Acts.

Signature—
Occupation—
Postal address—

DECLARATION BY LESSEE.

I, _____ of _____ being the holder of a lease to occupy the above-mentioned allotment, declare as follow:—

1. That I have paid all fees due on the said lease.
2. That I have not at any time assigned or sublet the said allotment or any part thereof, or transferred my interest therein in whole or in part.
3. That within _____ years from the issue of the said lease the said allotment was enclosed with a good and substantial fence.
4. That within _____ months from the issue of the said lease, and thenceforward during the continuance thereof, I resided for a period not less than _____ on the said allotment.

5. That before the end of the _____ first second third sixth _____ year from the commencement of the said lease I made upon the said allotment permanent and substantial improvements of the value of £ _____

6. That I have complied with all the other conditions of the said lease.

7. That I make this application in conformity with the provisions of the Closer Settlement Acts, and not in violation of any of them.

8. That the statements made and the answers given by me in reply to the questions hereto are true and correct in every particular.

DECLARATION BY LESSEE—continued.
Fencing.

Description hereof.	No. of Chains.	Cost per Chain.	Total Cost.
			£ s. d.
Have you arranged with the occupiers of adjoining lands for payment of any portion of the dividing fences? ...			
Who are the occupiers of the adjoining lands? Δ			
<i>Buildings.</i>			
Description.	Dimensions.	Materials.	

Water Storage.

Description.	Dimensions, &c.	Total Cost.
		£ s. d.
Dam		
Tank		
Well		

All Other Improvements.

Particulars of Nature and Cost.	Total Cost.
	£
Total Cost of Improvements	£

How many rooms does your dwelling-house contain?

Is it permanently attached to the soil of this allotment?

How long have you resided on the land during the currency of lease?

Have you any other place of abode? If so, have you resided there during the currency of lease, and where and what distance is it from the land the subject of this application?

Have you assigned this lease for the benefit of your creditors, or have you become insolvent since the date of your lease for the land referred to herein?

If the land is not enclosed, state the reason

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

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

* The magistrate's or commissioner's signature is only required here in cases where the applicant is a marksmen and can neither read nor write.

Signature— _____ Justice of the Peace or Commissioner for taking Declarations and Affidavits.

Witness— _____

NINTH SCHEDULE.

Closer Settlement Acts.

CERTIFICATE FOR IMPROVEMENTS, AND COMPLIANCE WITH CONDITIONS.

This is to certify that on the land referred to in the schedule hereunder the lessee thereof, before the end of the _____ year from the commencement of his lease has [hereinsert such one of the following as is applicable]:—

Farm Allotment.

- (a) Made substantial and permanent improvements to the value of Ten pounds per centum of the purchase money payable therefor;
- (b) Made substantial and permanent improvements to the value of Twenty pounds per centum of the purchase money payable therefor.

Workman's Home Allotment.

- (c) In addition to having within one year from such commencement, to the satisfaction of the Board, fenced his allotment and erected on the same a substantial dwelling-house of a value of at least Fifty pounds, made additional substantial improvements thereon of a value of at least Twenty-five pounds.

Agricultural Labourer's Allotments.

- (d) To the Board's satisfaction erected on the allotment a substantial dwelling-house of a value of at least Thirty pounds, and enclosed the allotment with a substantial fence,

as required by the lease, and has complied to the satisfaction of the Board with all other conditions of the said lease.

The common seal of the Lands Purchase and Management Board was hereunto affixed this _____ day of _____ 19 _____, in the presence of—

(L.S.) _____ Chairman or Member.
Secretary.

TENTH SCHEDULE.

Closer Settlement Acts.

FORM OF CHARGE TO SECURE ADVANCE TOWARDS COST OF EFFECTING IMPROVEMENTS OR DEFRAYING COST OF EXISTING IMPROVEMENTS.

In consideration of the Lands Purchase and Management Board having consented to make an advance of £ _____ in aid of the cost of fencing the within allotment and building a dwelling-house thereon, or for the purpose of defraying the cost of the improvements already effected thereon, I, the undersigned, for myself, my heirs, executors, administrators, and assigns, promise and agree to repay all money that the said Board may pay to me or on my account in connexion with the premises within _____ years from the date of the first payment made by the Board in connexion with the advance, together with interest thereon at the rate of Five pounds per centum per annum, by equal half-yearly instalments, extending over such period on the days appointed for the payment of the purchase money reserved in the within lease, and I hereby charge the within land, and my interest therein, for the due payment of the money so advanced, with interest.

Signature— _____

Witness— _____

Dated at _____ the _____ day of _____, 19 _____.

REGULATIONS UNDER THE CLOSER SETTLEMENT ACT 1904.

1. The words "Minister," "Board," and "Secretary" shall mean the persons for the time being holding or performing the duties respectively of the offices of Minister of Lands, members of the Lands Purchase and Management Board, and Secretary of said Board.

2. Each member of the Lands Purchase and Management Board who may be hereafter appointed, before he enters upon the duties of his office, shall make and subscribe before the Executive Council the following declaration:—

"I, A.B., do solemnly and sincerely declare that I will faithfully and honestly, to the best of my skill and ability, perform the duties required of me under the *Closer Settlement Act 1904*, and will not in the performance of such duties deal with any properties in which I am directly or indirectly interested."

MEETINGS.

3. The Board shall meet for the despatch of business at such times and places as a majority of its members may from time to time determine.

4. To consider any matter of urgency, on the requisition of the Minister, or of the Chairman of the Board, the Secretary shall convene a special meeting of the Board for a date earlier than the usual Board day, or earlier than the date to which the Board may have adjourned.

5. Every special meeting of the Board shall be called by a written notice, signed by the Secretary, to be posted to each member two clear days before that when it is desired the members of the Board should meet, and shall specify the place, date, and hour of meeting, and the object of the call.

6. The signatures of the members of the Board in the office diary on the day of a Board meeting shall be evidence of their attendance thereat.

7. If a quorum be not present within half-an-hour of the time appointed for a Board meeting, the said meeting shall be considered to have lapsed.

8. The member of the Board appointed Chairman shall preside at all meetings of the Board, and, if he be absent, the senior member, counting seniority according to the date of appointment, or, if any two members are appointed on the same date, according to the order in which their names are gazetted.

9. The members of the Board shall cause full minutes of their proceedings to be kept by the Secretary.

10. Where reasonably practicable, at every meeting of the Board the first business shall be the reading and confirming of the minutes of the proceedings of the previous meeting. All minutes when confirmed shall be signed by the Chairman.

ORDER OF BUSINESS.

11. Subject to the provision with regard to the confirmation of minutes, the order of business at a meeting of the Board shall be such as the majority, or, in the event of an equality of votes, the Chairman, or Acting Chairman, shall determine.

12. Better to enable the members of the Board to determine the order, it shall be the duty of the Secretary to prepare before, and furnish to the Board at, each meeting a summary of the several matters requiring attention.

SECRETARY'S DUTIES.

13. The Secretary shall properly and regularly file all letters received by him referring to estates considered to be suitable for Closer Settlement, submit same to the Minister, and duly carry out his directions in connexion therewith, and furnish the Minister at all times with such information as he may desire regarding the operations being carried on under the Act.

14. The Secretary shall attend each meeting of the Board, shall make proper and true minutes of all matters transacted and ordered at such meeting, shall authenticate all orders, cheques, and other necessary documents, shall prepare, or cause to be prepared, the proper and necessary reports, returns, all matters necessary to be submitted to it, and shall keep the minute-book, the rulings, and the records of the Board, and have the same accessible to any of the members at all reasonable times.

15. The Secretary shall properly and regularly file all letters received by him, or by any member of the Board, relating to the business of such Board, and shall keep in a proper letter-book a copy of all letters issued from the office of the Board in relation thereto; and it will be his special duty to keep the books of account of the Board, carry out the general administration of the Act, and observe all the lawful commands of the Board.

HOW BUSINESS TO BE DETERMINED.

16. Board officials are required to sign the office diary each day, giving the time of arrival at and departure from the office, and particulars of work performed.

17. All letters or other communications shall be impressed with the Board's date stamp, and acknowledged on the day they are received.

18. The strictest secrecy shall be observed by all officers regarding properties under offer to the Board, and the Board's affairs generally.

19. All matters to be considered at any meeting of the Board shall be determined by a majority of the votes of the members present. In the event of only two members being present, and of an equality of votes, the matter shall be postponed until the third member is present.

THE BOARD'S SEAL.

20. The common seal of the Board shall be kept under double lock, a key to one of such locks to be kept by each member, and the key of the other by the Secretary. The said seal shall not be affixed to any document unless a member of the Board and the Secretary be present.

21. Each member of the Board shall be entitled to and shall receive his transport expenses actually incurred and paid by him, and a subsistence allowance of One pound per diem when travelling or absent from Melbourne on the business of the Board.

AUDIT OF THE BOOKS OF ACCOUNT.

22. The Board shall cause the books of account to be audited within six calendar months from its appointment, and thereafter at intervals of not less than six calendar months.

23. All payments of principal received for land purchased, and advances made under the provisions of the Surplus Revenue Acts Nos. 1904 and 1945, shall be devoted to the formation of a Sub-account of the Closer Settlements Fund, to be specifically used for making advances pursuant to sections 52 and 53 of the Act.

ANNUAL REPORT.

24. The Board, in its Annual Report, shall give particulars of the following matters:—

(a) Number of meetings of the Board.

(b) Particulars of the attendance of members.

(c) Summary of lands offered to the Government for Closer Settlement purposes, as set forth in the first table hereto.

(d) Return of lands recommended for purchase by the Board, as set forth in the second table hereto.

(e) Statement of lands acquired and sold under conditional purchase lease, as set forth in the third table hereto.

(f) Statement of lands acquired, but not made available, as set forth in the fourth table hereto.

(g) Statement of revenue and expenditure of the Board, as set forth in the fifth table hereto.

(h) And, generally, such other matters as the Minister or the Board may consider it desirable to lay before Parliament in connexion with the working of the Act, and its administration of the powers thereby conferred, accompanied by any recommendation that the Board may consider necessary or desirable.

