



VICTORIA GOVERNMENT GAZETTE

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 57.]

THURSDAY, APRIL 29.

[1909.

Wire Netting Act 1909, No. 2181.

REGULATIONS.

At the Executive Council Chamber, Melbourne, the twenty-seventh day of April, 1909.

PRESENT :

His Excellency the Governor of Victoria.

Mr. Murray | Mr. Graham.

UNDER the provisions of the *Wire Netting Act* 1909 and under every other power him enabling in that behalf the Governor of the State of Victoria by and with the advice of the Executive Council thereof doth for the purposes of the said Act make the Regulations following (that is to say):—

1. These Regulations may be cited as the "Wire Netting Supply Regulations 1909."

MUNICIPALITIES.

2. A Municipal Council desiring to purchase wire netting for the purpose of selling the same to land-owners within its district shall forward an application to the Minister of Public Works which application may be in the form or to the effect of that contained in the First Schedule hereto and which application may be either under the Common Seal of the Municipality or be signed by the Mayor or President as the case may be of the Municipality and by the Municipal Clerk or Secretary or by such other person or persons as the Council may have authorized in that behalf. In every case the quantity of wire netting applied for must be in 100 yards or exact multiples thereof.

3. The Minister upon receipt of an application from a Council may require from it or its officers any information or particulars with regard or incidental to the application or the proposed disposition of the wire netting if supplied as he may consider necessary or desirable the better to enable him to decide whether under all the circumstances or how far the application is one that should be recommended for approval.

4. If from any cause the Minister considers the application to be one that cannot be recommended or granted he shall cause the Council applying to be so advised.

5. If the Minister considers the application one that should be granted either in whole or in part and if there be wire netting available the Minister after obtaining the authority of the Governor in Council to sell the wire netting to the Municipality shall cause the Council to be so advised through the Municipal Secretary or otherwise as he may direct and shall cause to be forwarded to the Council or its officer for it a form of agreement to be executed by the Council in accordance with the terms of the *Wire Netting Act 1909*.

6. When a Council is notified that its application to purchase wire netting has been accepted either in whole or in part the communication advising may be in the form or to the effect of that contained in the Second Schedule hereto.

7. The agreement with the Minister by a Council to pay for wire netting may be in the form or to the effect of that contained in the Third Schedule hereto.

8. In the event of a Council after being notified of the acceptance of its offer to purchase wire netting neglecting or failing for twenty-eight days after its receipt to remit the amount of that portion of purchase money payable by the Council in cash and to forward the agreement duly executed the Minister may if he so think fit without any notice to the Municipality by a minute in writing record the cancellation of his acceptance of the Municipality's offer and thereupon the dealing shall for all purposes be deemed to be closed and at an end unless the Minister on the application of the Council subsequently decides to reinstate the application in which case the matter may be proceeded with as if no cancellation had been recorded.

9. A person desiring to obtain wire netting from a Council for the purpose of using the same for fencing his or her holding may apply for the same to the Council in the form or to the effect of that contained in the Fourth Schedule hereto. In every case the quantity of wire netting applied for must be in 100 yards or exact multiples thereof.

10. Before wire netting is supplied on any application the Council may cause inquiries to be made either as to the circumstances of the applicant or the nature of the land whereon the wire netting is to be used and the purposes for which the land is used so as to enable the Council to better decide whether the application is one that under all the circumstances should be granted or to what extent. Every such inquiry may be made either independently or the applicant may be required to furnish such information in which case the Council may require the same to be verified by statutory declaration.

11. A notification by the Council of its acceptance of an owner's application to purchase wire netting may be in the form or to the effect of that contained in the Fifth Schedule hereto.

ASSISTANCE BY BOARD OF LAND AND WORKS TO PARTICULAR OWNERS.

12. When under any Act relating to Crown lands any land is held under a licence or conditional purchase lease as an agricultural or grazing allotment, or when any land immediately adjoins any unoccupied Crown land or when any land is not included in a Municipality and in any such case the licensee lessee or owner as the case may be desires an advance of wire netting the application for such advance may be in the form or to the effect of that contained in the Sixth Schedule hereto and shall be supported by a statutory declaration as at foot of the said form. In every case the quantity of wire netting applied for must be in 100 yards or exact multiples thereof.

13. Upon receipt of any application by the Minister on behalf of the Board of Land and Works (hereinafter called the Board) for an advance the Minister may refer the same to such officer or officers for report and inquiry as the Minister thinks fit so as to enable the Minister the better to determine whether the application should be granted.

14. If the Minister decides on behalf of the Board to grant the application either in whole or in part the applicant shall be notified and informed as to the result of such decision being also informed of the character of the security or securities that will be required to be given by him.

15. The notification informing an applicant that his application has been granted in whole or in part and as to the security to be given shall be in the form or to the effect of that contained in the Seventh Schedule hereto.

16. Interest charged on the price of wire netting supplied may be reserved payable either yearly or half-yearly as the Minister may in each case decide.

GENERAL.

17. The mortgage to be given to secure the price of the wire netting supplied when the land is under the Transfer of Lands Acts may be in the form or to the effect of that contained in the Eighth Schedule hereto.

18. The mortgage to be given to secure the price of the wire netting supplied when the land is under the general law may be in the form or to the effect of that contained in the Ninth Schedule hereto.

19. The content of a mortgage or other encumbrance to any mortgage or encumbrance being given for an advance under the Act may be in the form or to the effect of that contained in the Tenth Schedule hereto in the case of freehold or leasehold land or in the Eleventh Schedule in the case of land held under Crown licence.

20. The licence lien taken over the value of improvements on land held under licence from the Crown may be in the form or to the effect of that contained in the Twelfth Schedule hereto.

21. The lien on crops to be given by an owner may be in the form or to the effect of that contained in the Thirteenth Schedule hereto.

22. The entry of satisfaction in connexion with any lien on crops may be in the form or to the effect of that contained in the Fourteenth Schedule hereto.

PROCEDURE BEFORE CHIEF INSPECTOR FOR SUPPRESSION OF VERMIN.

23. In the event of any mortgagee or encumbrancer of land in respect of which the owner desires to obtain wire netting refusing his consent to an advance being made to such owner such owner may request that application be made by the Minister of Public Works or by the Secretary of the Municipality as the case may be to the Chief Inspector for Suppression of Vermin (hereinafter referred to as the "Chief Inspector") to inspect and to certify his opinion as to whether the advance would increase the value of the security such application may be in the form or to the effect of that contained in Fifteenth Schedule hereto.

24. Upon receipt by the Minister or by the Secretary of the Municipality as the case may be of an application in due form from an owner asking that the Chief Inspector may be moved to inspect with the view of deciding whether the security of the existing mortgagee or encumbrancer will be increased the authority concerned shall forthwith transmit or cause to be transmitted to the Chief Inspector for attention such application which may be done by the Minister or by some officer authorised by him (in the case of a proposed advance by the Board) or by the Secretary of the Municipality or by some officer authorised by the Council (in the case of a proposed advance by a Municipality) handing or sending the same to the Chief Inspector with a covering communication which may be noted on the application in the form or to the effect of that noted on the Fifteenth Schedule hereto.

25. Forthwith upon receipt of a request to inspect the Chief Inspector shall notify the encumbrancer or his agent of the substance of the request and inform such encumbrancer or agent of a date after which the Chief Inspector proposes to visit the land unless the encumbrancer signs the necessary consent in the meantime. The notice to the encumbrancer or his agent may be in the form or to the effect of that contained in Sixteenth Schedule hereto.

26. On the date stated in the notice to an encumbrancer or as soon thereafter as conveniently may be the Chief Inspector shall personally inspect the land in connexion with the fencing of which the wire netting is required and after such inspection if such his opinion be may certify that in his opinion the advance would increase the value of the security in the form or the effect of that contained in Seventeenth Schedule hereto and shall forward the same to the authority by whom he was set in motion.

Note.—In every case the quantity applied for must be in 100 yards or exact multiples thereof as the material is only made in rolls of 100 yards each.

Wire Netting Act 1909.

(Act No. 2181.)

FIRST SCHEDULE.

APPLICATION TO PURCHASE.

To the Honorable the Minister of Public Works,
Public Offices, Treasury Gardens, Melbourne.

In order to enable the President, Councillors and Ratepayers of the Shire of (hereinafter called the Corporation) to supply owners of land within the Shire with wire netting for vermin-proof fences for protecting their land from vermin the Council of the Municipality hereby applies to the Minister to be allowed to purchase under the provisions of the *Wire Netting Act 1909* wire netting of the quantity and kind and at a price not exceeding that indicated below and the Corporation undertakes in the event of wire netting being supplied to it under this application either in whole or in part to make arrangements with owners of land in the district to buy such wire netting from the Corporation at the price payable by it for the purpose of using the same for their respective holdings.

April 29, 1909

2172

Victoria Gazette

In the event of this application being granted either in whole or in part the said Corporation agrees to forthwith enter into an agreement with the Minister to pay therefor out of its municipal fund the price fixed as follows namely: Ten pounds per centum in cash on or before executing the agreement, and the balance by equal yearly instalments commencing on with interest on unpaid purchase money at the rate of Four pounds per centum per annum from the date of the supply.

Particulars of wire netting applied for.

Quantity.			Mesh.	Cost per Mile.	Price.
Number of Rolls of 100 Yards each.	Miles.	Yards.			
				£ s. d.	£ s. d.

Dated at the day of 19

President.
Shire Secretary.

Wire Netting Act 1909.

(Act No. 2181.)

SECOND SCHEDULE.

ADVICE NOTE OF ACCEPTANCE OF APPLICATION TO PURCHASE.

Public Works Department,

Melbourne,

SIR,

In accordance with your Council's offer to purchase wire netting of the quantity and kind referred to in such offer, or such lesser quantity as the Minister when authorized might agree to sell, I have by direction to advise you that the Minister has decided to sell wire netting of the quantity and kind referred to below for the price or sum of £ .

Under section 4 of the Wire Netting Act Ten per centum of the price has to be paid by the Council in cash on signing the agreement. I am sending you herewith Form of Agreement for execution by the Municipality, and I would be glad to have it back duly executed, together with a remittance for £ being amount payable in cash.

Upon receipt of the agreement duly executed, together with the amount of the cash payment, and upon being supplied with particulars as to place or places to which your Council desires the wire netting to be carried, it will be forthwith consigned to you by (1) unless otherwise directed.

(1) Here insert whether by rail, boat, or road.

When consigned you will be advised in due course.

Particulars of Wire Netting Granted.

Quantity.			Mesh.	Cost per mile.	Price.
Number of Rolls of 100 yards each.	Miles.	Yards.			
				£	£

I have the honour to be,
Sir,
Your obedient servant,

Secretary for Public Works.

The Secretary,

Shire of

Wire Netting Act 1909.

(Act No. 2181.)

THIRD SCHEDULE.

AGREEMENT COUNCIL WITH MINISTER.

AN AGREEMENT made the day of , 19 , between the President, Councillors, and Ratepayers of the Shire of , in the State of Victoria, hereinafter called the "Municipality," of the one part, and the Honorable , of , His Majesty's in and for the said State and the Responsible Minister of the Crown for the time being administering the *Wire Netting Act 1909* in his capacity as such Minister (hereinafter referred to as the "Minister").

1. The Minister hereby agrees to sell and the Municipality hereby agrees to purchase wire netting of the quantity and kind referred to in the margin for the price or sum of £

2. The sum of £ , being Ten pounds per centum of the said price, having been paid by the Municipality in cash on or before the signing of this Agreement (which payment the Minister hereby acknowledges), the Municipality agrees with the Minister and his successors that it will pay to him or his successors at Melbourne the balance of the purchase money, namely, £ , by nine yearly equal instalments of £ each, the first of such instalments to be paid on or before the day of , which will be in the year 19 , and a further instalment of a like amount on or before the day of in each succeeding year.

3. That the Municipality will pay to the Minister or his successors interest on the balance of any purchase money for the time being outstanding at the rate of Four pounds per centum per annum from the date of the supplying of the wire netting in pursuance of this Agreement, such interest to be payable yearly at Melbourne on or before the First day of in each and every year until the whole debt is discharged.

4. The Municipality undertakes and agrees with the Minister and his successors to make arrangements with owners of land in its district to buy all wire netting the subject of this Agreement at the price payable therefor by the Municipality for the purpose of the same being used for their respective holdings by such owners.

5. This Agreement is for delivering of the wire netting at Melbourne. In case of a destination served by railway, in the absence of some written intimation by or on behalf of the Municipality to the Minister of a change of agent, the Victorian Railways Commissioners (assuming they will act) are hereby declared and accepted by the parties as the Municipality's agents to receive the wire netting for the Municipality at Melbourne and to forward the wire netting to its destination by rail at the Municipality's risk.

6. The Municipality undertakes and agrees with the Minister and his successors to pay all freight and charges whatsoever after its delivery to the agent or carrier in Melbourne incurred in connexion with the wire netting, the subject of this Agreement, such freight and charges to be payable at its destination, if carrier accepts the material "freight to collect," or in case the carriage has to be prepaid, to remit the amount to the Minister immediately on the account being rendered therefor.

7. The Municipality shall have the right to pay off the whole or any one or more of the instalments of purchase money before the due date upon payment of the amount of such instalment or instalments with all outstanding interest thereon calculated up to and inclusive of the date of payment.

8. If the Municipality fails to pay any instalment of the price of wire netting supplied, or to pay interest thereon as hereinbefore provided, in addition to any other remedy which may be available against the Municipality, it shall be lawful for the Treasurer of Victoria, from moneys in his hands payable by him to the Municipality on account of fees, fines, or penalties, or any half-yearly moiety of any endowment payable to the Municipality, to deduct so much money therefrom as, together with any payments received from the Municipality in part repayment of such price or for interest thereon, amounts to the total sum which should have been paid by such Council up to the date of such deduction.

In witness whereof the parties hereto have duly executed the same the day and year first above written.

The Common Seal of the President,
Councillors, and Ratepayers of
the Shire of
was hereunto affixed in the
presence of

Signed by the said
in the presence of

Price.		£
Cost per mile.		£
Mesh.		
Quantity.	Yards.	
	Miles.	
Number of Rolls of 100 yards each.		

Note.—In every case the quantity applied for must be in "100 yards" or exact multiples thereof, as the material is only made in rolls of 100 yards each.

Wire Netting Act 1909.

(Act No. 2181.)

FOURTH SCHEDULE.

To the President Councillors and
Ratepayers of the Shire of

(1a) I or we, (1a) the undersigned (2) of

(2) Name, address, and calling of applicant.

(1b) My or our, being the owner within the meaning of the *Vermin Destruction Act* 1890 of the land hereinafter described within the shire of being

(1c) Me or us, desirous of obtaining under the provisions of the *Wire Netting Act* 1909 the wire netting of the quantity and kind referred to below to be used on (1b) said land for vermin proof fences for protecting the same from vermin hereby apply to the municipality for such wire netting, and if (1b) application be granted either in whole or in part agree to pay the municipality for the same yearly by equal yearly instalments, the first of such payments to be made on the now next and (1a) further agree to pay interest on the value of the wire netting supplied (3) at the rate of

(5) "Un" if so it be, sterling per centum per annum on the (4) .

(6) If the land is mortgaged in any way it will be necessary for the person requiring the wire netting to apply to the mortgagee or encumbrancer for his consent to the advance on the form attached. If the encumbrancer consents insert the words "and I forward herewith a consent in the prescribed form from him," which consent properly completed should accompany this application. If the encumbrancer will not consent insert the words "and I forward herewith in the prescribed form a request for the inspection by the Chief Inspector for the Suppression of Vermin," at the same time forwarding the form properly completed.

(7) If freehold insert here "mortgage over," if held under Crown licence insert "Licence lien over all improvements on."

(8) Number.

(9) "My," or as the case may be, giving particulars of tenancy, if let, i.e., name, tenure, &c.

(10) "Grazing," "agricultural," or as the case may be.

And (1a) further agree to pay to the municipality immediately on their ascertainment all freight and other charges on the wire netting granted to (1c) and also all registration fees on demand.

The said land is subject only to the encumbrances notified under the head "Encumbrances" beneath the description of the land below. As regards any such encumbrances the encumbrancer has expressed his (5) willingness to consent to an advance under the *Wire Netting Act* 1909 (6)

In the event of this application being granted either in whole or in part (1a) to secure the repayment of the price besides a (7) the land will give, if required, preferable liens on the crops of the next (8) ensuing harvests growing on such land.

It would be most convenient if the application is granted either in whole or in part, if the wire netting could be delivered at Railway Station.

The land referred to is Crown Allotment Section Parish of County of containing acres more or less, and is in (9) occupation and is used for (10) purposes.

The only encumbrances on the land are those shown below.

Nature of Encumbrance.	Particulars if Registered.			Mortgagee or Encumbrancer.		Amount due on Security.		
	Vol.	Fol.	No.	Name.	Address.	£	s.	d.

The following gives particulars of the wire netting applied for:—

Number of Rolls of 100 yards each.	Quantity.		Mesh.
	Miles.	Yards.	

Note.—Netting to an extent greater than sufficient for five lineal miles of fencing cannot be advanced.

My full name is _____ and I follow the calling _____
(11) Signature of applicant. of a _____ at _____, and my postal address is above. _____

Witness—

(11)

Wire Netting Act 1909.

(Act No. 2181.)

FIFTH SCHEDULE.

NOTIFICATION THAT COUNCIL HAS APPROVED OF OWNER'S APPLICATION.

Shire Office,
(1)

(1) Post Town.

SIR,

The Council of the Shire of _____ acting for the Municipality has decided to accept your offer to purchase under the provisions of the *Wire Netting Act 1909* of _____ miles _____ yards wire netting for the purpose of being used for your holding referred to in your application.

The value of the above, delivered at (2) _____ amounts to (3) _____ which sum will have to be paid by you _____ (2) Name of Railway Station or other place at which Council proposes to give delivery. by (4) _____ equal yearly instalments of _____ each the first on the _____ day of _____ now next with (3) Amount. interest on the amount for the time being outstanding at the rate of _____ per centum per annum payable _____ on the first day of _____ in (4) If payable by instalments number. each year the first of such payments to be made on the _____ now next, or lease or under Crown licence insert "Mortgage over" or "A licence lien on all improvements upon." subject to the right to pay off the whole or any one or more instalments before the due date upon payment of the amount of such instalment or instalments with all outstanding interest calculated up to and inclusive of the date of payment.

Before the wire can be supplied it will be necessary for you to execute a (5) _____ on your land.

In addition to a (5) _____ the Council requires you also to give preferable liens on the crops of the (6) _____ next ensuing harvests of your holding.

For the purpose of preparing the necessary securities your title is required, and I have to ask that it may be sent by return to me.

If you do not yourself hold the title to your land, if you fill in and return to me the attached order an application will be made to the holder for it.

I have the honour to be,

Sir,

Your obedient Servant,

Shire Secretary.

To _____

Wire Netting Act 1909.

ORDER FOR TITLE.

Please hand to the Secretary of the Shire of _____ or his order documents of title relating to all my land being _____ Crown allotment

Section _____

Parish of _____

County of _____

Dated at _____

this _____

day of _____

19 _____

To _____

Note.—In every case the quantity applied for must be in "100 yards" or exact multiples thereof, as the material is only made in rolls of 100 yards each.

Wire Netting Act 1909.

(Act No. 2181.)

SIXTH SCHEDULE.

APPLICATION UNDER SECTION 8.

Postal Address.
Date.

To the Honorable the Minister of Public Works,
Public Offices, Treasury Gardens, Melbourne.

SIR,

As the owner within the meaning of the *Wire Netting Act 1909* of certain land being Crown Allotment _____ Parish of _____ County of _____ more particularly described in (1) _____ entered in the Register Book Vol. _____

Folio _____ containing _____ acres or thereabouts, which land is (2) _____ I beg to apply under the provisions of Section 8 of the *Wire Netting Act 1909* for an advance of wire netting sufficient for (3) _____ lineal miles _____ yards for the vermin-proof fencing of such land (4) _____

(1) "Crown Lease" or "Certificate of Title," or "Crown Grant."

(2) "Held under licence conditional purchase lease, as an agricultural grazing allotment under the Act 19 or immediately adjoining certain unoccupied Crown land," or "not included in any municipality."

(3) *Note.*—Netting to an extent greater than sufficient for 6 lineal miles of fencing cannot be advanced.

(4) In case where netting is required to be erected on a boundary fence between private land and unoccupied Crown land, or is separated only by a public road therefrom add here the words "as more particularly indicated in the Statement 'B' below," and fill in particulars.

Neither the land or improvements is or are subject to any mortgage or incumbrance legal or equitable other than the encumbrances referred to in the Statement A below. ⁽⁵⁾

If my application is approved, I agree to pay the Board of Land and Works the price of the wire netting advanced yearly by ten equal instalments (the first to become payable on the 1st day of _____), with interest thereon, payable yearly at the rate of (not exceeding _____ pounds) per centum per annum from the date the wire netting is delivered to carrier or other, my agent in Melbourne.

I further agree to pay all registration fees on demand, and also all freight and charges whatsoever after its delivery to the agent or carrier in Melbourne, incurred in connexion with the Wire Netting, the subject of this application, such freight and charges to be payable at its destination if carrier accepts freight "to collect" or in case the carriage has to be prepaid, to remit the amount to the Minister immediately on the account being rendered therefor.

It is intended that the wire netting should be carried by ⁽⁶⁾ and I desire, if my application is granted, that the wire netting should be delivered at Melbourne to ⁽⁷⁾

(whom I nominate as my agent to accept the same), to be forwarded to me at ⁽⁸⁾

On being notified that my application has been favorably considered, I fully understand that the right to claim the advance is conditional on my forthwith executing such security or securities as the Minister may require, being one or more of the following, namely a ⁽⁹⁾

and also preferable liens on the crops of my ten next ensuing harvests.

My full name is

and I follow the calling of a

and my postal address is as above.

I have the honour to be,

Sir,

Your obedient Servant,

Statement A.

ENCUMBRANCES ON HOLDING.

Nature of Encumbrance.	Particulars if Registered.			Amount due thereon.	Holder.	
	Vol.	Fol.	No.		Name.	Address.
				£ s. d.		

Statement B.

1. What are the particulars of your boundary and how much of it actually adjoins unoccupied Crown lands or is only separated therefrom by a public road? (It is advisable to attach a rough plan of the land.)

2. Do you intend to put the netting on an existing fence or erect a new one?

3. Is the existing fence in your opinion fit to have the netting put on it?

4. Do you hereby declare your intention to actually erect it on the boundary it is obtained for, and in the event of your not doing so do you undertake to refund the concession allowed.

Signature—

STATUTORY DECLARATION.

I the above-named _____ of _____ in the State of Victoria do solemnly and sincerely declare that the several statements disclosed in my application including the Statements A and B above for an advance of Wire Netting under the *Wire Netting Act 1909* are true and correct in every respect. 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 before me at _____
in the State aforesaid this _____
day of _____
in the year of our Lord One _____
thousand nine hundred _____

Justice of the Peace.

Wire Netting Act 1909.

(Act No. 2181.)

SEVENTH SCHEDULE.

NOTIFICATION THAT APPLICATION UNDER SECTION 8 APPROVED.

Department of Public Works,

Melbourne,

19

To

Sir,

I am directed to inform you that the Honorable the Minister, on behalf of the Board of Land and Works, has approved of your application, under section 8 of the *Wire Netting Act 1909*, for an advance of wire netting for the purpose of being used for your holding.

The price of the quantity of _____ miles _____ yards of wire netting required by you amounts to £ _____, which sum will have to be paid by you by ten equal yearly instalments, the first of such instalments falling due on the 1st of _____ 19____, subject to the right to pay off the whole or any one or more instalments before the due date, upon payment of the amount of such instalment or instalments with all outstanding interest, calculated up to and inclusive of the date of payment.

The interest payable on the outstanding amount of the price of the netting has been fixed at the rate of _____ pounds _____ shillings per centum per annum, payable yearly on the first day of _____ in each year.

The right to obtain the advance is conditional on your first having given your land to the Board ⁽¹⁾

For the purpose of preparing the ⁽³⁾ to the Board, please send your title to this office, or if the title is in the custody of any other person fill in and sign the order attached, and return it to me without delay. ⁽⁴⁾

I have the honour to be,

Sir,

Your obedient Servant,

Secretary for Public Works.

Wire Netting Act.

ORDER FOR TITLE.

To

Please hand to the Secretary for Public Works, or his order, title to my land, being _____ Crown allotment _____ Section _____ Parish of _____ County of _____

Dated at _____ this _____ day of _____ 19____

Wire Netting Act 1909.

(Act No. 2181.)

EIGHTH SCHEDULE.

WHERE LAND UNDER TRANSFER OF LAND ACT.

VICTORIA.

Mortgage.

I, _____ of _____ (hereinafter called the "Mortgagor") being registered or entitled to be registered as the proprietor of _____ If Freehold "an estate in fee simple" or If leasehold "a leasehold estate from the Crown for _____ from the day of _____ 19____" in the land hereinafter described subject to the encumbrances notified hereunder in consideration of an advance under the provisions of the *Wire Netting Act 1909* of wire netting (amounting in value to the sum of _____) the whole of which ⁽²⁾ (hereinafter referred to as the principal sum) now remains unpaid advanced to me by _____ (hereinafter called the ⁽¹⁾ "Do hereby for myself my heirs executors and administrators covenant with the ⁽¹⁾ and its transferees and ^{Firstly} to pay the ⁽¹⁾ or its transferees the principal sum of _____ by _____ equal _____ yearly instalments of _____ each on the first day of _____ in each year the first of which instalments shall become due and payable on the first day of _____ now next ^{Secondly} to pay to the ⁽¹⁾ or its transferees so long as the said principal sum or any part thereof shall remain unpaid interest on the said sum or on so much thereof as shall for the time being remain unpaid at the rate of _____ per centum per annum to be computed from the date of the supplying of the wire netting and the first of such payments to be made on the first day of _____ now next with the right nevertheless in the mortgagor

(1) "Board" or "Municipality."
(2) Here insert the "Board of Land and Works" or the correct style of the Municipality

his executors administrators or assigns to pay off the whole or any one or more of the instalments of the principal sum before the due date upon payment of the amount of such instalment or instalments with all outstanding interest thereon calculated up to and inclusive of the date of payment.

Thirdly.—That I have an absolute indefeasible title under the *Transfer of Land Act 1890* to all and every part of the land hereinafter described subject to the encumbrances notified hereunder and without any such exception as mentioned in the 74th section of the said Act.

Fourthly.—That no part of the lands hereinafter described is subject to any right subsisting under any adverse possession of such land or to any public right-of-way or to any easement or to the interest of any tenant of such land.

* Omit this clause where the land is held in fee simple.

*Fifthly.**—That the rent and all the covenants and conditions in the lease or leases of the lands comprised in the said leasehold estate reserved and contained and on the part of the lessee h executors administrators and transferees to be paid observed and performed have been paid observed and performed up to the day of the date of this instrument and also that I my executors or administrators will at all times so long as any money shall remain hereby secured pay the rent by the said lease or leases reserved at least seven days before the date on which the same shall be payable and will observe and perform all and every the covenants and conditions in the said lease contained on the part of the lessee h executors administrators and transferees to be observed and performed.

* Omit this clause where the land is held in fee simple.

*Sixthly.**—That I my executors administrators or transferees will upon being requested so to do by the (1) or its transferees upon issue of the Crown grant or grants for the land hereinafter described well and effectually mortgage the land comprised therein and all the estate and interest of myself my executors and administrators under and by virtue of such grant or grants to the (1) or its transferees for securing the payment of all the principal interest and other moneys intended to be hereby secured and then remaining unpaid whether then due and payable or thereafter to become due and payable respectively and will at the like costs and charges sign and execute every such instrument mortgage deed and other assurance as by the (1) or its transferees or its or their counsel shall be required for the purpose of the performance of this covenant such mortgage to be prepared by the solicitor of the (1) or its transferees at my expense or that of my executors administrators or transferees.

Seventhly.—That I my executors and administrators and every person having or claiming any estate interest or right or making any claim or demand in or with respect to any part of the lands hereinafter described otherwise than by virtue of some encumbrance notified hereunder will at all times hereafter at the request of the or its transferees and until foreclosure or sale at my cost or at the cost of my executors or administrators and afterwards at the cost of the person or persons requiring the same execute every such deed instrument or assurance and do every such thing for further or more effectually securing the rights or interest of the (1) and its transferees or any of them to the said land or any part thereof pursuant to this instrument as shall by the (1) or its transferees or any of them be reasonably required.

Eighthly.—That all costs charges and payments which may be incurred or made by the (1) or its transferees or any of them in or about the execution and registration of these presents or in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred upon the (1) or its transferees by the *Transfer of Land Act 1890* or by this instrument or which the (1) or its transferees or any of them may in any other way incur owing to default in payment of any money intended to be hereby secured or the breach of any covenant herein contained or implied by virtue of the said Act on my part or on the part of my heirs executors or administrators shall be deemed part of the principal money owing upon the mortgage from the time of the same respectively being incurred and shall carry interest at the rate aforesaid from such time until payment on the aforesaid days.

Provided always and it is hereby agreed and declared that fourteen days shall be and are hereby fixed as the period of time for which the default mentioned in the 114th Section of the said *Transfer of Land Act 1890* must continue previously to the service of the notice in the said Section mentioned and that fourteen days shall also be and are hereby fixed as the period of time for which such default must continue after the service of the said notice before the power of sale given by the 116th Section of the said *Transfer of Land Act 1890* can be exercised *And it is hereby further agreed and declared* that any such notice as aforesaid may be served and such power of sale exercised notwithstanding any previous neglect or waiver of any right to serve a similar notice or to make any sale under the said power and that the conditions of sale under the said power may include conditions for obtaining or allowing compensation for any errors in the description of the property or other matters in any contract or particulars of sale and that on any such sale any time may be allowed for the payment of the whole or any part of the purchase money either with or without interest in the meantime and if with interest then at any rate or rates and either with or without security *And, it is hereby further agreed and declared* that neither the (1) nor its transferees nor any of them shall be answerable or accountable for any involuntary losses which may happen in the exercise or execution of any powers conferred by this instrument or by the *Transfer of Land Act 1890* or in doing anything by the said Act directed to be done *And it is hereby further agreed and declared* that no purchaser at any sale to be made under the aforesaid power shall be concerned to inquire whether the money intended to

be hereby secured or any part thereof has been paid by means of any other security or whether any money is in fact owing upon this mortgage and no such purchaser shall be affected by notice express or constructive that all money intended to be hereby secured has been actually paid.

And it is hereby further declared and agreed that nothing herein contained shall negative or in any wise prejudice or affect the right of the (1) or its transferees or any of them under or by virtue of any of the provisions of the *Transfer of Land Act* 1890 but that the (1) or its transferees shall be entitled to the full benefit of all rights under or by virtue of any of the provisions of the said Act in addition to the full benefits of the covenants powers and provisions hereinbefore contained. And further that * Crown grant or grants and certificate or certificates of title of the land hereinafter described and intended to be hereby mortgaged shall remain in the custody of the (1) or its transferees during the continuance of this security.

*If land leasehold here insert "the lease or leases."

And for better securing the payment in manner aforesaid of the said principal sum and interest I the said mortgagor Do hereby mortgage to the (1) and its transferees All my estate and interest and all the estate and interest which I am entitled or able to transfer or dispose of in All the piece of land being Crown allotment Section Parish of county of particularly described in the entered in the Register Book Volume Folio

Dated the day of One thousand nine hundred and

Signed by the said Mortgagor in the presence of—

The Common Seal of

was hereunto affixed

in the presence of—

Encumbrances referred to

*Note—(Witness must be the registrar or an assistant registrar or a justice of the peace notary public barrister solicitor of the Supreme Court or clerk to a solicitor of the Supreme Court registrar of county court clerk of petty sessions or commissioner for taking affidavits or any perpetual commissioner or town clerk shire secretary postmaster postmistress head teacher of state school bank manager secretary of building society minister of religion authorized to celebrate marriages within Victoria or any other person authorized in that behalf by the Governor in Council.)

Wire Netting Act 1909.

(Act No. 2181.)

NINTH SCHEDULE.

MORTGAGE.

(LAND UNDER GENERAL LAW.)

THIS INDENTURE made the day of 19 BETWEEN (1)

of

(hereinafter called the "Mortgagor") of the one part AND (2)

(hereinafter called the "Mortgagee") of the other part

(1) Name, address and title of Mortgagor.

(2) Correct style and title of the Mortgagee.

WITNESSETH that in consideration of certain wire netting under the provisions of the *Wire Netting Act* 1909 amounting in value to the sum of the whole of which (hereinafter referred to as the "principal sum") now remains unpaid advanced to him by the Mortgagee (the receipt of which wire netting of the value aforesaid the said Mortgagor doth hereby acknowledge) he the said (3)

(3) Name of Mortgagor.

doth hereby grant unto the said (2)

and its successors all and singular the lands tenements and hereditaments being of Crown allotment parish of

county of particulars whereof are specified in the schedule hereto To have and to hold the hereditaments and premises hereby granted or expressed so to be unto and to the use of the said (2)

and its successors for ever subject to the proviso for redemption hereinafter contained and it is mutually covenanted and agreed between

the parties hereto (the Mortgagor for himself his heirs executors administrators and assigns in respect of covenants on his part and the Mortgagee for itself and its successors in respect of covenants on its part) as follows (that is to say) :—

1. That if the Mortgagor his heirs executors administrators or assigns shall on the first day of _____ now next pay to the Mortgagee or its successors or assigns the sum of _____ with interest for the same after the rate of _____ per centum per annum computed from the date of these presents the Mortgagee its successors or assigns will upon the request and at the cost of the Mortgagor his heirs or assigns reconvey the hereditaments and premises hereby granted or expressed so to be unto and to the use of the Mortgagor his heirs and assigns as he or they may direct.

2. That until the said first day of _____ now next the Mortgagor his heirs executors administrators and assigns shall remain in the possession or receipt of the rents and profits of the said hereditaments and premises.

3. That the Mortgagor his heirs executors or administrators will on the first day of _____ now next pay unto the Mortgagee its successors or assigns the principal Sum of _____ with interest for the same after the rate of _____ per centum per annum computed from the date of these presents

4. If the principal sum be not paid on the first day of _____ next that the Mortgagor his heirs administrators or executors to the Mortgagee its successors or assigns will yearly on the _____ day of _____ in every year pay interest after the rate aforesaid on the principal sum or on so much thereof as shall for the time being remain owing until the whole shall be fully paid.

5. That the Mortgagor his heirs executors administrators or assigns paying to the Mortgagee its successors or assigns the Principal Sum with interest for the same at the rate aforesaid to be computed from the date of these presents by the instalments at the times and in the manner hereinafter mentioned (that is to say) the Principal Sum by _____ equal yearly instalments of _____ each whereof the first is to be paid on the first day of _____ now next and a subsequent instalment is to be paid on the first day of _____ in each succeeding year until the whole amount secured be paid and the interest to be paid by ⁽⁴⁾ _____ payments on every _____ day of _____ whereof the first is to be made on the _____ day of _____ next or (as to each such payment of principal and interest) shall make the same within 28 days after the day so appointed for payment thereof respectively and if the said Mortgagor his heirs executors administrators or assigns shall also duly observe and perform the covenants herein-after on his part contained then the Mortgagee its successors or assigns will accept payment of the said Principal Sum and interest by the instalments at the times and in the manner aforesaid. Notwithstanding anything hereinbefore contained the Mortgagor his heirs executors administrators or assigns shall have the right to pay off the whole or any one or more of the instalments of Principal Sum before the due date upon paying the amount of such instalment or instalments with outstanding interest thereon calculated up to and inclusive of the date of payment.

(4) "Annual or "half-yearly" as the case may be.

6. That the Mortgagor now hath good right to grant the hereditaments and premises hereby granted or expressed so to be unto and to the use of the Mortgagee its successors and assigns in manner aforesaid.

7. That if default be made in payment of the Principal Sum or the interest thereof or any part of the same on the first day of _____ now next the Mortgagee its successors and assigns may at any time thereafter enter into and upon the said hereditaments and premises thenceforth to quietly possess and enjoy the same and receive the rents and profits thereof without any lawful eviction interruption claim or demand from or by any person or persons whomsoever and that free from encumbrances.

8. That the Mortgagor and his heirs and all other persons having or lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any part thereof shall and will from time to time and at all times hereafter upon the request of the Mortgagee its successors and assigns and at the cost during the continuance of this security of the Mortgagor his heirs or assigns and afterwards of the person or persons requiring the same do and execute or cause to be done and executed all such acts deeds and things for further and more perfectly assuring the said hereditaments and premises unto and to the use of the Mortgagee its successors and assigns in manner aforesaid as shall or may be reasonably required.

9. It shall be lawful for the Mortgagee its successor or assigns at any time or times thereafter if the whole or any part of any instalment or principal sum or any payment of interest which shall become due hereunder shall at any time have become in arrear for seven days without any further consent on the part of the Mortgagor his heirs or assigns to sell the hereditaments and premises hereby granted or expressed so to be or any part or parts thereof either together or in lots and either by public auction or private contract and either with or without special conditions or stipulations relative to title or otherwise with power to buy in the said premises or any part thereof at any sale by auction or to rescind any contract for the sale thereof and to re-sell the same from time to time without being answerable for any loss or diminution in price and with power also to execute assurances give effectual receipts for the purchase money and do all other acts and things for completing the sale which the said Mortgagee its successors or assigns shall think proper.

10. That the Mortgagee its successors or assigns shall with and out of the moneys to arise from any such sale as aforesaid in the first place pay and retain the cost and expenses attending such sale or otherwise incurred in relation to this security and in the

next place pay and satisfy the moneys which shall then be owing upon the security of these presents and shall pay the surplus (if any) to the Mortgagee its executors administrators or assigns.

11. That the power of sale hereinbefore contained shall not be exercised unless default in payment shall be made of the Principal Sum or of an instalment thereof or of any interest thereon at the due date appointed for payment, which default shall continue for the space of one calendar month next after notice in writing requiring such payment shall by or on behalf of the mortgagee its successors or assigns have been given to the mortgagor his executors administrators or assigns or some or one of them, or left at the usual or last known place of abode of the said mortgagor his executors administrators assigns or some or one of them, or left upon or affixed to some part of the hereditaments and premises hereby granted or expressed so to be.

12. No purchaser upon any sale under the power hereinbefore contained shall be bound or concerned to see or inquire whether any such default has been made or whether any such notice has been given or left or affixed as aforesaid or otherwise as to the necessity or propriety of such sale, or be affected by notice that no such default has been made or notice given or left or affixed as aforesaid or that the sale is otherwise unnecessary or improper.

13. The power of sale hereinbefore contained may be exercised by any person or persons for the time being entitled to receive and give a discharge for the moneys for the time being owing on the security of these presents, and that if the legal estate in the said hereditaments and premises shall devolve upon or otherwise become vested in any person or persons other than the person or persons hereby authorized to exercise the said power of sale, the person or persons in whom such legal estate shall for the time being be vested shall execute such assurance for the purpose of completing any sale made under the said power as the person or persons by whom such sale shall be made shall direct.

In witness whereof the mortgagor ha set h hand and seal and the mortgagee its common seal the day and year first above written.

SCHEDULE.

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

The common seal of the }
was hereunto affixed }
in the presence of }

(L.S.)

Wire Netting Act 1909.

(Act No. 2181.)

TENTH SCHEDULE.

CONSENT BY MORTGAGEE OR ENCUMBRANCER TO ADVANCE.

To the (1)

And to All Others whom it may concern.

I of being a Mortgagee
an Encumbrancer
in respect of land comprising Crown allotment section parish of
county of under certain (2) of which
land (3) of is now the owner subject to my (2)
(a memorial of which Instrument is entered in the office of the (4)
hereby consent to the above-named (3)
advanced under the provisions of the *Wire Netting Act* 1909 wire netting to an extent
sufficient for (b) lineal miles yards of fencing for enclosing the
land above referred to with vermin-proof fencing, the price of which amounts
to

Dated at this (6) day of 19

Signed in the presence of—

(7)

NOTE.—Portion within brackets to be omitted if encumbrance not registered.

Attention is called to Section 11 of the *Wire Netting Act* 1909 which gives priority to the advance under the Act, and provides that if the Mortgagee or Encumbrancer refuses consent or fails to give same within ten days, the consent may be dispensed with on certificate of Chief Inspector for Suppression of Vermin that the value of the security would be increased by the advance.

Note further that the Section makes it mandatory on the Mortgagee or Encumbrancer to produce his security to the Registrar-General or Registrar of Titles to have the fact of the advance noted thereon.

(1) "Board of Land and Works" or name of Municipality.

(2) "Legal" "equitable" "mortgage" (s). "charge" (s).

(3) "Name of applicant." (4) Registrar-General, Book (No.)

(5) Registrar of Titles Register Book Vol. Fol. and numbered

(6) "Five" in case of advance by Municipalities. "Six" in case of advance by Board of Land and Works.

(7) Signature of Mortgagee or Encumbrancer. (8) Signature, &c., of witness.

April 29, 1909

2182

Victoria Gazette

Wire Netting Act 1909.

(Act No. 2181)

ELEVENTH SCHEDULE.

CONSENT OF HOLDER OF LICENCE LIEN TO POSTPONE HIS SECURITY.

To the Secretary for Lands,

Public Offices, Melbourne.

(1) Name. I ⁽¹⁾ of ⁽²⁾
(2) Address and occupation. being the holder of licence lien registered in the Crown Lands Office on the improvements on land, Parish of County of containing
(3) Name of licensee a. r. p. held under licence No. by ⁽³⁾
to occupy the agricultural allotment specified above hereby consent to
the above-named ⁽³⁾ being advanced under the provisions of the *Wire Netting Act*,
1909 wire netting to an extent sufficient for lineal miles yards of
fencing for enclosing the land above referred to with vermin proof fencing, the price of
which amounts to , and to my security being postponed in favour
(4) Board of Land and Works or Municipality naming it. of ⁽¹⁾
Dated at this day of 19

Signed in the presence of }

Witness—

Wire Netting Act 1909.

(Act No. 2181.)

TWELFTH SCHEDULE.

FORM WHICH MAY BE USED AS A LICENSEE'S LIEN ON IMPROVEMENTS.

Parish. I, of , being a holder of
Licence No. to occupy the (agricultural or grazing) allotment specified
in the margin hereof in consideration of wire netting for vermin-proof fences for
(1) "Board of Land and Works" or Municipality, naming it. protecting my holding to the value of £ , which the ⁽¹⁾
has agreed to supply me with, do hereby give to the said ⁽¹⁾
Extent of land. A. R. P. a preferential lien (to the extent of the said sum and the interest hereinafter mentioned)
on all my improvements on the said allotment; and it is hereby agreed that the said
⁽¹⁾ shall be entitled to interest at the rate of
per centum per annum on the sum of £ , the value of the wire netting supplied
as aforesaid, or on so much thereof as remains unpaid, and that the said sum of £
Date of licence. shall be repaid by equal annual instalments commencing on the first day of
and the interest aforesaid shall be payable on the first day of in each and
every year.

Dated this day of

Signature—

Witness—

Wire Netting Act 1909.

(Act No. 2181.)

THIRTEENTH SCHEDULE.

LIEN ON CROPS.

(1) "The Council of the—" or "The Board of Land and Works." In consideration of ⁽¹⁾ under the *Wire Netting Act 1909*
having agreed to supply me to the value of with wire netting for
protecting the land from vermin which value with interest thereon at the rate of
(2) "Ten" or as the case may be. of each on the day of in each
year hereafter until the whole is paid. I do hereby give the said ⁽¹⁾ a
preferable lien to the extent of the instalment falling due on the day
of which will be in the year 19 as well as to the further extent of
any instalment or part thereof falling due prior to that date which remains unpaid on
that date and to the further extent of all interest due on any account up to the date
named on ⁽³⁾ which between the last harvest time of the particular
kind of crop and the subsequent harvest time of the same kind of crop which may occur
prior to the said day of 19 may be grown or
produced on my farm at containing acres or
thereabouts being Allotment Section Parish of County
of . It is agreed that the said ⁽¹⁾ shall be entitled to
interest at the rate of per centum per annum on the amount for the time
being unpaid of the value of the wire netting supplied until full payment has been

made. And it is further agreed that ⁽³⁾ shall be harvested by me or at my expense and shall be delivered at to the order of the said ⁽¹⁾ and that the said ⁽¹⁾ may sell ⁽¹⁾ SO ⁽⁴⁾ The said crop for which lien is given or if general "all crops the on all instalments which have accrued due prior to the date of sale with any interest or subject of this lien." arrears of interest then due.

Dated the _____ day of _____ A.D. 19
Witness— _____ Signature—

Wire Netting Act 1909.

(Act No. 2181.)

FOURTEENTH SCHEDULE.

SATISFACTION PIECE IN RESPECT OF LIEN ON CROPS.

To the Registrar-General, Victoria.

Satisfaction is hereby acknowledged by and on behalf of ⁽¹⁾ of ⁽²⁾ preferable lien—given under the provisions of the Wire ⁽¹⁾ "The Board of Land and Works" or Municipality, naming it. Netting Act 1909 by _____ of _____ particulars of which are ⁽²⁾ "a" or "certain." given below on crops on land being Crown allotment Section to secure the repayment of wire netting supplied for fencing on the land referred to.

Schedule.

Harvest in respect of which Lien held.	Registration number of Symbol.	Date of Lien.

The Common Seal of ⁽¹⁾ was hereunto affixed this day of _____ 19 }
In the presence of _____

Wire Netting Act 1909.

(Act No. 2181.)

FIFTEENTH SCHEDULE.

REQUEST FOR INSPECTION BY CHIEF INSPECTOR FOR SUPPRESSION OF VERMIN WHEN ENCUMBRANCER DOES NOT CONSENT.

SIR,

An application has been made to _____ of _____ who holds a ⁽¹⁾ over the land referred to below (Registered Vol. ⁽¹⁾ "Mortgage" Folio No. _____) for his consent to an advance under the provisions of the Wire ⁽¹⁾ "Charge." Netting Act 1909 to _____ the owner being made of _____ miles _____ yards of wire netting to be used in constructing a vermin-proof boundary fence on the said land the price of which wire netting amounts to £ _____ the Encumbrancer referred to however has ⁽²⁾ I have therefore to request that you will cause to be made by the Chief Inspector for Suppression of Vermin the personal inspection contemplated by the Act referred to and if such be the opinion of the Chief Inspector that you will obtain a certificate that the advance would in his opinion increase the value of the security of the Encumbrancer. ⁽²⁾ "refused his consent" or "failed to give his consent within ten days after request in writing by the owner."

The land referred to comprises _____ Crown Allotment _____ Section _____ Parish of _____ County of _____ containing about _____ acres and is ⁽³⁾ "My" or name of occupier.

The amount due on the security is under £ _____

The postal address of the Encumbrancer is ⁽⁴⁾ _____ and ⁽⁵⁾ _____acts as his agent in collecting interest and the latter's postal address is ⁽⁶⁾ _____

I have the honour to be,

Sir,

Your obedient servant,

(a) The Hon. the Minister of Public Works, Melbourne.

(b) The Secretary, Shire of _____

(a) Send to Minister if original application was made to Minister.

(b) Send to Shire Secretary if original application was made to Council

April 29, 1909

2184

Victoria Gazette

FORM OF REFERENCE.

The above application is referred to the Chief Inspector for Vermin Suppression for

(d) Address, state, and attention.
(after signature) status
or office of signatory.

(d)

Signature.

Wire Netting Act 1909.

(Act No. 2181.)

SIXTEENTH SCHEDULE.

NOTICE BY CHIEF INSPECTOR TO LEAD TO DISPENSATION WITH ENCUMBRANCER'S
CONSENT.

To

Take notice that I have received notice that as Mortgagee over land owned
Encumbrancer

(1) Name. within meaning of the *Wire Netting Act* 1909 by (1)
(2) Particulars. of (?) Crown allotment Parish of
(3) "Refused your consent," or "failed to give your consent within ten days after request in writing by the owner." County of you have (2) to an advance under the
above Act to the owner of the land of miles yards of wire
netting intended to be used in connexion with the construction of a vermin proof fence
on the land, the price of which wire netting amounts to
Under section 11 of the Act referred to it is provided on such refusal or failure that the
Chief Inspector for Suppression of Vermin, after personal inspection, may certify in
writing that he is of opinion that the advance would increase the value of the security,
the advance may be made without the consent of the Mortgagee or Encumbrancer.
With a view of deciding whether I can properly give my certificate under the section
referred to, I purpose visiting the land on some day after the day
of now next, unless you in the meantime give your written consent to
the advance on the form of consent attached.

For your information, it may be stated the amount quoted in the application as
due under your security is £

Dated at Public Offices, Treasury Gardens, Melbourne, the
day of 19

Chief Inspector Suppression of Vermin.

Wire Netting Act 1909.

(Act No. 2181.)

SEVENTEENTH SCHEDULE.

CERTIFICATE OF CHIEF INSPECTOR THAT ADVANCE WOULD INCREASE VALUE OF
SECURITY.

(1) "Board of Land and Works" or Municipality. To the (1)
And to all others whom it may concern.
(2) Name. I (2) the Chief Inspector for Suppression of Vermin
(3) Particulars. in Victoria hereby certify that after a personal inspection of land being (3)
Crown allotment section parish of county of
and having regard to the proposed fencing for which the wire netting
(4) Quantity. applied for if granted will be sufficient, I have to certify that if the (1)
miles yards of wire netting applied for by the owner (2)
under the provisions of the *Wire Netting Act* 1909 is advanced that such advance would
increase the value of the security of (5) the mortgagee
(5) Name of mortgagee. who has refused or neglected to consent to such advance.
(6) If the mortgage or encumbrance is registered add as applicable particulars:—A memorial of which mortgage is entered in the office of the Registrar-General of Titles, register-book vol. fol. numbered

Dated at this day of 19

Chief Inspector for Suppression of Vermin.

And the Honorable the Commissioner of Public Works for the State of Victoria shall give the
necessary directions herein accordingly.

F. W. MABBOTT,
Clerk of the Executive Council.